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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
GREENBRIAR HOMEOWNERS ASSOCIATION
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REC BY: DIANE KILPACK , DEPUTY

Greenbriar

Homeowners

Association

A Utah Non-Profit Corporation/Association

AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF
GREENBRIAR
A Manufactured Housing, Planned Unit Development
West Valley City, Utah 84120

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AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF GREENBRIAR,

A Manufactured Housing, Planned Unit Development,

West Valley City, Utah

Dated this 29 day of August, 1990

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CERTIFICATE OF AMENDED DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF GREENBRIAR,
A Manufactured Housing Planned Unit Development
West Valley City, Utah

The undersigned, being the officers of Greenbriar Homeowners Association, being duly sworn do dispose and state:

1. That attached hereto in the amended Declaration of Protective Covenants, Conditions and Restrictions of Greenbriar, a Manufactured Housing Planned Unit Development, situated in West Valley City, Salt Lake County, Utah.


2. That the original declaration and proceeding amendment(s) was amended by majority vote of the association's members at a meeting called for that purpose. Each member of the association was represented by one of the following:

- A. The member was in attendance.
- B. The member was represented by his/her duly authorized proxy.
- C. The member, from not using options "A" nor "B", authorized the majority vote to act as his/her proxy.

3. That the Greenbriar Homeowners Association did vote in favor of said Amended Declaration and that the Greenbriar Homeowners Association did authorize the recording of the amended Declaration and this certificate.

Dated this 27 day of August, 1990.

GREENBRIAR HOMEOWNERS ASSOCIATION

BY: 
Chairman of the Board of Directors

ATTEST:


Co-member of the Board of Directors

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STATE OF UTAH)
 : 55.
County of Salt Lake)

On the 29 day of August, 1990, personally appeared before me Mark Farnsworth and Diane Long, who being by me duly sworn did say, each for himself, that he/she, the said Mark Farnsworth is the Chairman and he/she, the said Diane Long is a co-member of the Board of Directors, and that the within and foregoing instrument was signed in behalf of Greenbriar Homeowners Association by authority of a resolution of its Board of Directors and said Mark Farnsworth and Diane Long each duly acknowledged to me that said Greenbriar Homeowners Association executed the same.

Katherine I. Hollingshead
NOTARY PUBLIC

My Commission expires:
9/19/93

Residing in:
Salt Lake County, Utah



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AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF GREENBRIAR,
A Manufactured Housing, Planned Unit Development
West Valley City, Utah

THIS AMENDED DECLARATION made this _____ day of _____,
19____, by GREENBRIAR HOMEOWNERS ASSOCIATION, a non-profit
association, hereinafter referred to as "Association."

W I T N E S S E T H :

WHEREAS, SIEGEL MOBILE HOME GROUP, INC., a Utah Corporation, has
previously filed a Declaration of Protective Covenants, Conditions and
Restrictions; and

WHEREAS, SIEGEL MOBILE HOME GROUP, INC., a Utah Corporation, has
previously amended said Declaration in part and in other parts, and;

WHEREAS, The Board of Directors of Greenbriar Homeowners
Association (hereinafter referred to as "declarant") is amending both
said Declaration and said amendment of said declaration in part and in
other parts is restating the declaration; and

WHEREAS, the prior, and most recent declaration (including any
subsequent amendment(s), was recorded at the office of the Salt Lake
County Recorder on the _____ day of _____, 19____, at Book _____,
Page _____; and

WHEREAS, this Amended Declaration has been amended in accordance
with Article VI, section 12(c) in that this amendment has been
approved by the assent of the Association's members at a meeting
called for that purpose; and

WHEREAS, the declarant (The Board of Directors) desires to
provide for the preservation of the values and amenities in said
community and for the maintenance of said Greenbriar Residential
community, streets, utility facilities, and other common areas, and,
to this end, desire to subject the real property described in Article
II together with such additions as may hereafter be made thereto to
the covenants, restrictions, easements, charges and liens, hereinafter
set forth, each and all of which is and are for the benefit of said
property and appurtenant to the property and for the benefit of each
owner thereof; and

WHEREAS, declarant has deemed it desirable for the efficient
preservation of the values and amenities in said community to create
an agency to which should be delegated and assigned the powers of
maintaining and administering the community properties and facilities
and administering and enforcing the covenants and restrictions and
collecting and disbursing the assessments and charges hereinafter
created; and

WHEREAS, SIEGEL MOBILE HOME GROUP, INC., A Utah Corporation, has
caused to be incorporated under the laws of the State of Utah, as a
non-profit corporation, Greenbriar Homeowners Association, for the

purpose of exercising the functions aforesaid:

NOW, THEREFORE, the declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

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ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean the Greenbriar Homeowners Association, a Utah non-profit corporation, its successors and assigns.

(b) "Architecture Committee" shall mean the Architecture Committee appointed by the Board of Directors of the Association. If no Architecture Committee is in existence, any duties, powers and authorities given to the Architecture Committee by this Declaration shall be exercised by the Board of Directors of the Association.

(c) "The PUD Properties" or the "PUD" shall mean all such existing property, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(d) "Common Areas" shall mean those areas of land shown on any recorded plat of the properties and marked as "Common Areas" and/or intended to be devoted to the common use and enjoyment of the owners of the units as well as all equipment, fixtures, and personal property on the common areas. Common areas is more extensively defined in Article II, Section 4. Common areas do not include the Units.

(e) "Developer" shall mean Siegel Mobile Home Group, Inc., or its successor in interest. "Declarant" shall mean the duly elected Board of Directors of Greenbriar Homeowners Association, or its successor(s) in interest.

(f) "Unit" shall mean any plot of land upon which is located a dwelling or which is intended for location of a dwelling. Units are identified upon a recorded map of the PUD by number. Units do not include the common areas as defined herein.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title, but shall not mean or refer to the Mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or otherwise.

(h) "Member" shall mean and refer to all those owners who are members of the Association as defined in Article VII, Section 1., hereof.

(i) "Mortgage", "Mortgagor" and "Mortgagee" include a trust deed, trustor and beneficiary respectively.

(j) "Institutional Holder" shall mean and refer to a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal and/or state laws, any corporation or insurance company, or any federal or state agency.

(k) "Declaration" shall mean and refer to this document.

(l) "Dwelling", shall mean and refer to any structure designed or used for habitation including, but not limited to, mobile homes, conventionally built homes, or manufactured housing as defined by the regulations of the U. S. Department of Housing and Urban Development ("HUD").

ARTICLE II
Property Subject to this Declaration
Units and Common Areas

Section 1. Property. The real property, and the improvements located thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. The real property is located in Salt Lake County, State of Utah, and is more particularly described on Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property". All of such property is subject to this Declaration and any additions thereto.

Section 2. Unit Boundaries.

(a) The boundary of each unit is defined by the recorded subdivision map.

(b) If a part of the common area encroaches on a unit or vice versa or a part of a unit encroaches on another unit, an easement for the maintenance of the encroachment exists for as long as the encroachment remains.

(c) When a dwelling is placed on the real property, or there is any other improvement to the real property, such dwelling and/or improvement becomes part of the real property and remains a part of the real property. It is intended that all such units including the improvements thereon shall be taxed as real property.

Section 3. Units. The units are described and their appurtenances are established as follows:

(a) The units are shown on the recorded subdivision map.

(b) Each unit is identified on the map by a specific unit number.

(c) The appurtenances to each include:

(1) Membership in Greenbriar's Homeowners Association.

(2) Easements through other units for utility services to units and the common elements or areas as shown on the plat map or which otherwise receives prior FHA approval. Any easement not shown on the plat map must receive prior written approval both from FHA and the Board of Directors if it crosses any unit lines.

(3) An easement for ingress and egress over streets, walks and other rights of way or common areas serving the units of the PUD as necessary to provide reasonable access to public ways.

(d) No appurtenance (including, but not limited to, Association Membership) may be separated from the unit to which it belongs. All appurtenances are conveyed or encumbered or otherwise pass with the unit whether or not mentioned in an instrument describing the unit.

Section 4. Common areas.

(a) Ownership and use of the common areas are governed by the following:

(1) The share of an owner in the Association is appurtenant to the unit.

(2) The common areas shall remain undivided and no owner or any other person may bring an action for partition or division of the whole or any part of the common areas.

(3) Each owner and the Association may use the common areas for the purposes for which they are intended but no use shall hinder or encroach on the rights of other owners.

(4) The Board of Directors of the Association may change, decrease, increase, exchange, substitute or transfer the common areas or parts thereof if approved by the assent of majority vote of homeowners at a meeting called for such purpose. Written

notice must be sent to each unit not less than 15 days nor more than 60 days in advance of said meeting.

(5) The common area is to be owned by the Association. Every member shall have an easement appurtenant to ownership of his/her unit for use of the common area.

(6) Association property and common areas do not include the units.

(b) The common areas include, but are not limited to:

(1) The entire PUD Property other than the units as indicated on the subdivision map.

(2) All improvements and parts of them that are not included within the units.

(3) Parking areas located on common areas, sidewalks, paths, streets, and other means of ingress and egress.

(4) Any and all electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication systems and other ducts, conduits, pump stations, lift stations, sewer lines, water lines, cables, wire or pipe outside the units. Utilities within the unit (other than those situated in easements) shall not be part of the common area.

(5) All tangible personal property required for the maintenance and operation of the property owned by the Association and for the common use and enjoyment of the owners.

(6) Installations that furnish utility services to more than one unit or to the common elements or to a unit other than the one containing the installation and property.

(7) When supplied by the Association, the manager's office and unit, if any.

(8) Riparian or littoral rights when acquired by the Association or appurtenant to the PUD property.

(9) Non-exclusive easements for ingress and egress over streets, walks and other rights-of-way to provide reasonable access to public ways.

(10) Streets, curbs and gutters.

(11) Drainage and flood control facilities and retention/detention pond.

(12) The storage area is part of the common area.

(c) The Association shall have the right to grant easements and access to and across common areas to utility companies or other parties upon the assent of majority vote of homeowners at a meeting called for such purpose. Written notice must be sent to each unit not less than 15 days nor more than 60 days in advance of said meeting.

(d) The common areas shall be deeded, transferred and conveyed to Greenbriar Homeowners Association.

ARTICLE III
Rights and Obligations of Unit Owners

Section 1. Maintenance and Alteration.

(a) Association's Responsibility. The Association shall be responsible for the maintenance, cleaning, snow removal and repair of common areas (other than maintenance, cleaning, snow removal and repair of the sidewalks which are the responsibility of the Owner whose unit borders on the sidewalk) including, but not limited to:

(1) Conduits, ducts, plumbing, wiring and other facilities for Utility services excluding those between the utility connection point for the unit and the unit itself, but this shall not obligate the Association to furnish utility services.

(2) Sewer and water lines and pipes, lift stations and facilities.

(3) Drainage and flood control facilities and retention/detention pond.

(4) Streets, curbs and gutters except for those gutters which are the responsibility of the Owner whose sidewalk and unit borders on the gutter.

(b) (1) Owner's responsibility. An owner shall maintain repair and replace all parts of the unit that are not the responsibility of the Association and all damage for which the owner is responsible under the provisions of this Declaration. The Owner's responsibility includes, but is not limited to, maintaining and repairing the landscaping, yard, fences, walls, patio, dwelling, sidewalks, gutters and any personal property on the unit. With respect to sidewalks, gutters and other paved areas, the owner shall keep the same clean and shall be responsible for the removal of snow and ice.

(2) If an owner fails to perform the obligations set forth in paragraphs (b)(1) after ten (10) days written notice from the Association, or its agent, the Association (after majority vote by the Board of Directors of the Association) may perform the maintenance, repair or replacement and assess the cost against the owner. The Association is a non-profit, non-loss organization. If funds do not exist to perform said services after ten (10) days notice, an estimated charge may be levied against the Unit's owner in advance of performing the service(s). Once the Association has collected the money for these services, the services shall be rendered in a timely manner. If the actual service is less than the estimated charge, the balance shall be refunded to the Unit's owner. If the actual amount is greater than the estimated charge, the Unit's owner shall pay the Association the balance due. Assessments as explained in this paragraph are a lien under and shall be governed by Article III, Section 2.

(c) Compliance. After a resolution passed by majority vote of the quorum of the Board of Directors of the Association, persons designated by persons of the Association may enter upon a Unit (but not into a living unit/house without court order) at reasonable times to enforce this section or to determine compliance with this Declaration or by-laws of the Association.

Section 2. Assessments. Assessments against the owners for common expenses, or pursuant to Article III, or other provisions of this declaration, shall be made and collected pursuant to these Declarations and the Association's Articles of Incorporation and by-laws, subject to the following:

(a)(1) Assessments are to be paid by the first day of each calendar month. Payments later than thirty (30) days (or 28 days

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in February) shall be assessed a late fee of no more that 1/2 of a month's assessment. In other words, if monthly assessments are \$40.00, the maximum late fee would be \$20.00 (plus a finance charge hereinafter stated). Late fees may only be waived by a majority vote of the quorum of the Board of Directors of the Association. Furthermore, a FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE = 18%) of the unpaid balance will be added monthly. Should collection become necessary by legal suit or other means, the Unit's owner must pay for all costs of collection including, but not limited to, reasonable attorney's fee(s), court costs whether incurred with or without suit or before or after judgement.

(a)(2) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot/Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) those items mentioned in the previous paragraph ((a)(1)), (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as herein this declaration provided. The annual and special assessments, together with interest, finance charges, late charges, costs and costs of collection, and reasonable attorney's fee(s), shall be a charge upon the property against which each such assessment is made. Each such assessment, together with interest, Finance charges, costs and costs of collection, late fees and reasonable attorney's fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments (plus any and all other costs previously stated herein) shall not pass to his successor in title unless expressly assumed by them.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common areas.

(c) Maximum Assessments. As of January 1, 1990, the maximum annual assessment shall be \$420.00 (or \$35.00 per month) per unit.

(1) The maximum annual assessment may be increased each year by not more than 15% above the maximum assessment of the previous year without a vote of the membership.

(2) The maximum annual assessment may be increased above 15% by majority vote of members who are voting in person or by proxy, at a meeting duly called for this purpose. In the absence of a member and/or his/her proxy, the majority vote will be that member's proxy vote. However, every member must be given written notice of any such vote/voting at least 15 days in advance, but not more than 60 days.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Assessments and installments not paid within 30 days (28 days in February) shall bear a late fee of not more than 1/24th of the annual assessment (plus a Finance Charge herein stated).

(e) Special Assessments Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost(s) of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the majority vote of the members (or their proxy) voting for this purpose. All members shall be given written notice of such a vote not less than 15 days nor more than 60 days in advance of such a vote. If the member is not represented, the majority vote of those in attendance will represent, by proxy, those not attending nor represented.

(f) Notice and quorum for any meeting/voting herein required. Written notice of any meeting called for the purpose of taking action authorized under any section herein shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At such a meeting, the presence of members (or their authorized proxy) shall constitute a quorum. Those who are not attending and/or are not represented by their authorized proxy shall be represented by the majority vote by those in attendance. Those not attending the meeting and/or not represented by their authorized proxy will be required to accept the decision(s) approved by majority vote of those in attendance.

(g) Both the annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis as herein provided.

(h) The Board of Directors shall fix the amount of the annual assessment against each lot/unit at least thirty (30) days in advance of each annual assessment period. The thirty (30) days notice will be waived if the new assessment is announced or approved at a meeting of homeowners. It is the homeowners responsibility to find out what occurred at a homeowners meeting. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether or not the

assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

(i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(j) Unpaid Assessments. The unpaid part of an assessment that is due is secured by a lien on the unit and any improvement thereon when a claim of lien has been recorded by the Association in the public records of Salt Lake County. The Association shall not record a claim of lien until the assessment is unpaid for at least twenty (20) days after it is due. The claim of lien filed in the public records of the County Recorder shall be sufficient to perfect a lien on the unit and all improvements thereon.

(1) If an assessment is not paid within thirty (30) days (28 days in February) after it is due, the owner agrees to pay all costs of collection that may be incurred by the Association, including, but not limited to, court costs and reasonable attorney's fees, whether incurred with or without suit and/or before or after judgement. Also, the owner shall pay any costs of foreclosing on the aforementioned lien. The lien for unpaid assessments shall also secure reasonable attorney's fees and expenses of collection incurred by the Association (or its agent) in collecting the assessment or enforcing the lien, in addition to the lien amounts.

(2) In a foreclosure of a lien for assessments, the Association is entitled to the appointment of a receiver and to collect rent from the owner of the unit. The Association may acquire title to a unit and the improvements located on it in the course of pursuing its remedies to collect assessments. Notice of intent to foreclose a lien for assessments shall be given by the Association to the owner at least thirty (30) days before the action is filed.

(3) The owner of a unit and the improvement(s) thereon is liable for all unpaid assessments due at the time of conveyance. The liability is not avoided by a waiver of the use or enjoyment of any part of the common area and/or by abandonment of the unit against which the assessment is made. A purchaser of a unit and the improvements thereon at a judicial or foreclosure sale or a mortgagee who accepts a deed in lieu of foreclosure is liable only for the assessments coming due after the sale or conveyance and for that part of past due assessments prorated for the period after the date of the sale or conveyance. Unless waived by the Board of Directors of the Association, title to the unit may not pass until previous debts/liens have been satisfied. Nonetheless, the unit shall be subject to a lien for unpaid assessments due at the time of conveyance. Such a purchaser at a judicial or foreclosure sale is entitled to the benefit of all prepaid assessments paid beyond the date the purchaser acquires title. Any unpaid assessment for the time before a sale or foreclosure is a common expense.

(4) The Association shall give any owner so requesting a written statement of his assessment account at the date of the request. The statement may be relied on by subsequent

purchasers and mortgagees.

(5) If the Association acquires title to a unit and the improvements thereon by judicial action or pursuant to purchase at a foreclosure sale, the cost(s) of acquisition and maintenance is a common expense. .

ARTICLE IV
Administration

Section 1. Association.

(a) The PUD and common Areas shall be administered by the Association. A copy of its Certificate of Incorporation is attached hereto as Exhibit "C". Each owner of a unit shall be a member of the Association. Expenses of administration are a common expense among all members.

(b) Notwithstanding the duty of the Association to maintain and repair parts of the common areas, the Association is not liable to owners for injury or damage, other than the costs of maintenance and repair, caused by any defective condition in the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

(c) The share of a member in the funds and assets of the association cannot be sold, assigned, hypothecated or transferred, pledged, and/or mortgage except as an appurtenance to the unit.

(d) All funds and the title to all property acquired by the Association are held in trust for owners in accordance with this Declaration.

(e) The exercise of voting rights of members of the Association shall be governed by the By-laws. Each unit confers one (1) vote regardless of the number of owners of the unit. If units are combined, voting rights shall be computed as the units originally designed.

Members may vote by proxy. A proxy must meet all legal requirements. At a Homeowners/Association meeting, proxies must present a notarized letter of authorization from the member who desires to be represented by proxy. Members of the Board of Directors of the Association are not to be used as proxies.

(f) The Association may contract with a manager and delegate to the manager the performance of duties of the Association.

Section 2. Insurance. No title insurance shall be purchased by the Association on common areas. Other insurance on the property is governed by the following:

(a) Any buildings and improvements on the common areas shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common areas including, but not limited to, equipment used in the operation of the sewage lift station shall be insured for its value, all as determined annually by the Board of Directors. The coverage shall afford protection against loss or damage by fire and other casualties covered by standard provisions for "extended coverage" and "other perils". Public liability insurance shall be maintained in the amounts and coverage determined by the Association including non-owned automobile coverage. The Association has no duty to assess the funds to discharge a liability in excess of insurance. Workman's compensation insurance that the Association determines to be desirable or is required by statute shall be maintained.

(b) All insurance policies covering PUD or Association property or liability shall be purchased by the Association. The named insured shall be the Association individually and as agent for the owners and their mortgagees, without naming them. Provisions shall be made for issuance of mortgagee endorsements and memoranda of insurance to mortgagees of owners.

(c) The proceeds from casualty insurance after a loss shall

be used by the Association to make necessary repairs and any excess shall be used in the discretion of the Board of Directors.

(d) The Association is irrevocably appointed agent to adjust all claims arising under insurance policies purchased by the Association.

(e) All companies issuing insurance policies under this paragraph shall be licensed to do business in Salt Lake County, State of Utah.

(f) No person, other than the owner of a unit or a mortgagee, shall have the right to place hazard or liability insurance for that unit.

ARTICLE V

Use Restrictions.

Section 1. Use of Units.

(1) Single Family Use Only. Each unit shall be occupied only as a single family residence and for no other purposes. No unit shall be divided or subdivided unless such division or subdivision is in accordance with all applicable municipal ordinances and such subdivision or division has received necessary municipal approval. No commercial enterprise shall be permitted in the PUD other than in the storage area, or for the sale of units and/or dwellings by the Declarant or its designated successor or assignee.

(2) A dwelling may be rented if the occupancy is only by the tenant and his or her family, its servants and guests. No room or rooms may be rented unless the entire dwelling is rented to the same tenant and that tenant's family.

(3) Common Area Use. The common areas shall be used only for the purpose for which they are intended. All valid laws, ordinances and regulations of governmental authorities having jurisdiction shall be complied with.

(4) Nuisance Restriction. Nuisances shall not be allowed or maintained on the PUD property nor shall any use or practice that interferes with the peaceful possession and proper use of the property by residents.

(5)(a) Health and Safety. Owners and residents must keep all parts of the PUD property in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. Garbage and trash shall be sacked or securely wrapped and placed in an

approved container that must be kept tightly closed, maintained in good condition and stored as set forth by regulation of the Association.

(b) No owner shall use or permit a use of the unit or of the common areas that will increase the cost of insurance on the PUD property.

(6) Regulations. Uniform reasonable regulations concerning the use of the common areas may be adopted, amended or rescinded from time to time by the Association as provided in the By-Laws. Copies of the current regulations shall be furnished by the Association to all owners and residents of the PUD property on request. The regulations shall not conflict with the Declaration or By-Laws.

(7) Utilities. Each owner shall pay for all utility services that are separately metered to the owner's unit.

Utility services billed to the Association shall be part of the common expense.

(8) Motor Vehicle Restriction.

(a) All motor vehicles of the owner or occupants shall be parked in the Unit's offstreet parking area. Guests may park on the street solely in accordance with the Rules and Regulations of the Association. Street parking shall be limited to permit cleaning and snow removal. Motor vehicles shall not be parked on grass at any time. No boat, boat trailer, travel trailer, camper, disabled or unsightly vehicle or van larger than a one ton passenger van shall be parked or kept on the PUD property except in garages or in the Storage Area. Maintenance or repair of motor vehicle shall not be permitted on the PUD

property. Motor vehicles with loud mufflers or exhaust systems shall not be permitted on the PUD property. Motorcycles, motorbikes, motorscooters and similar vehicles shall be permitted on the PUD property only if they are owned by residents of the PUD and are used for transportation in and out of the PUD property. Such vehicles shall not be driven within the PUD property except for the purpose of ingress and egress to units.

(b) Garages, carports or similar structures should not be used or completed for living quarters, businesses or commercial workshops.

(9) Storage. No outdoor storage of any kind shall be permitted except as provided in the drawings submitted to and approved by the Architecture Committee of the Association. All personal property shall be stored within the garage, carport, storage shed or the dwelling. Personal property shall not be stored under the dwelling.

(10) Landscaping.

(a) Each owner shall properly maintain the lawn and shrubbery and the exterior of any structures located on the unit. The grass shall be kept cut and edged at all times. The Association, after a resolution passed by two-thirds of the Board of Directors of the Association has the right to maintain the lawn and shrubbery in the absence of the owner doing so.

The cost of such maintenance approved by two-thirds vote of the Board of Directors shall be billed. The cost of the maintenance approved by the Board as aforementioned shall be billed to the unit owner as a part of his assessment in the same manner as other charges to an owner. Before planting of trees or

shrubbery, permission must be obtained from the Architecture Committee to avoid interference with underground utilities.

(b) Unit owners are responsible for maintaining, preserving and replacing all landscaping on their unit.

(c) All units must be landscaped with sod within thirty (30) days of placement or construction of the improvements home on the unit. Extensions of said thirty (30) days can be given by the Architecture Committee if an owner cannot place the sod on the unit because of inclement or adverse weather conditions.

(d) If a unit owner does not wish to place sod on all of the unit not occupied by the improvements, the owner can request an exception in writing from the Architecture Committee. The decision as to whether an exception is granted is within the sole discretion of the Architecture Committee.

(e) No deep tap root variety trees may be placed within utility easement. Any damage to utilities caused by an owner shall be that owner's responsibility and shall be assessed as a lien by the Association against such Owner.

(11) Setback, Sideyard and Fence Restrictions. No structures or fences shall be permitted on the unit unless approved in writing by the Architecture Committee. No structure, (including, but not limited to, eaves or awnings) other than a fence, hedge, shrubbery or tree, shall be placed or permitted within three (3) feet of any side or rear boundary line of a unit nor within ten (10) feet from any front boundary line unless an exception is obtained from the Architecture Committee. Corner

lots shall have two front boundary lines (those bordering on streets). The location for placing a dwelling on the unit shall be determined by the Declarant.

NOTWITHSTANDING THE FOREGOING, no dwelling may be placed on a unit if it does not conform with applicable zoning and building regulations, rules, ordinances and conditions and required approvals of applicable governmental bodies.

(12) Grades and Drainage. No owner shall alter or change the grade of the unit. Nothing shall be placed on the unit to block or interfere with the drainage of the unit or other units in the PUD.

(13) Pets. Cats, dogs, and caged birds shall be the only pets permitted in the PUD. All pets shall be collared and currently licensed and shall be kept under control at all times. Pets shall be on a leash when out of doors, but pets may not be left tied outdoors. When a pet is outdoors, the owner shall be responsible for cleaning up after the pet. A maximum of one pet for each resident family shall be allowed. The Association has the right to require the removal of a pet from the PUD in the event of violation of this paragraph or in the event the pet creates a nuisance.

(14) Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be placed on any part of the common areas or units without the written permission of the Association.

(15) Exterior Appearance Restrictions. An umbrella-type clothesline, not to exceed 61 inches in height, may be

installed at the rear of the unit. No other type of clothesline will be permitted. No outdoor washing of laundry will be permitted at any time. No unit owner shall drill a well. All outside holiday decorations shall be removed from outside display within 5 days after the holiday, except that Christmas decorations shall be removed by January 5, following Christmas. The owner shall not paint, modify, otherwise decorate or change the appearance of any part of the exterior of any improvement on the unit, including the dwelling and any patio, nor attach any exterior light, wire, clothes lines or other thing to the dwelling or anything else on a unit, nor display a sign of any kind on the unit nor shall any person place any articles or property in any part of the common area without the prior written consent of the Association.

(16) No Peddling. Soliciting or peddling shall not be permitted within the PUD without the written permission of the Association.

(17) Costs to Association. The Association, after a two-thirds vote of its board of directors, may assess an owner for damages actually suffered by the Association resulting from the negligence or other breach of an express duty or obligation of an Owner set forth in this Declaration. The Association shall be entitled to enforce the requirements of this declaration as provided for in law or equity.

(18)

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ARTICLE VI
Dwelling Requirements

Section 1. Minimum Size. No dwelling shall be placed on a unit without the prior written approval of the Architecture Committee. Any dwelling to be built or placed on a unit must contain a minimum of 960 square feet. Any manufactured home to be placed on a unit must consist of a minimum of two sections.

Section 2. Submission of Plans. No dwelling or any other structure shall be placed or maintained on the unit nor shall any addition to or change of the dwelling or any structure be made until drawings and specifications showing the nature, kind, shape, height, length, width, material, floor plan, age, size and location are approved in writing by the Architecture Committee of the Association. The Architecture Committee of the Association may disapprove, approve or conditionally approve the drawings and specifications upon grounds deemed appropriate, including aesthetic grounds. Failure to disapprove (or conditionally approve) drawings and specifications within thirty (30) days after submittal to the Architecture Committee shall constitute automatic approval in accordance with the drawings and specifications submitted. However, the person(s) submitting the drawing(s) and specification(s) must legally prove that the Architecture Committee received their proposal. Also, incomplete drawings and specifications shall not be a basis for automatic approval. All structures shall comply with applicable HUD building codes for manufactured housing or accessory structures and all governmental regulations pertaining to them. The owner (or builder) must obtain all necessary governmental permits at the owner's expense. Any attachments to the dwelling shall be approved by the Architecture Committee. Failure to gain approval from the Architecture Committee may result in the demolition or removal of the unapproved structure and/or, at the Architecture Committee's choice, a fine applied to the unit's owner for unapproved construction. Such fine(s) to be determined by the Architecture Committee. The wheels, hitches and axles of all manufactured homes must be removed. Furthermore, the removed wheels, hitches and axles are not to be stored within the unit's boundaries, nor on the PUD, nor any where within the Greenbriar Subdivision boundaries.

Section 3. Structural Requirements. All manufactured homes must be installed on a permanent concrete foundation. The foundation must be formed concrete or concrete block. All dwellings must have residential type siding and pitched asphalt shingle roofs or equivalent. The amount of pitch in the roof must meet the minimum % of those homes already installed. All dwellings must be recessed at or near the ground level so that the entrance to the home is approximately at ground level. The Architecture Committee shall supervise the recession of each dwelling.

Section 4. Taxes. If taxes, assessments or other impositions are levied by any governmental authority against any property except units/homes, the Association shall pay them as a common expense. All taxes levied against a unit shall be paid by the owner.

Section 5. Default. Each owner is governed by and shall comply with this Declaration of Protective Covenants, Conditions and Restrictions and the Articles of Incorporation, By-Laws and Regulations of the association as they exist from time to time. Failure of an owner to comply entitles the Association or other owners to the following relief in addition to other remedies applicable, including but not limited to, a lien foreclosure as referred to in Article III.

The Association remedies are cumulative.

(a) An owner is liable for the expense of maintenance, repair or replacement rendered necessary by the owner's negligence and/or intentionally wrongful acts and/or omissions and those of members of the owner's family or guests, employees, agents or lessees. An owner shall pay the Association the amount of any increase in its insurance premiums caused by the use, misuse, occupancy or abandonment of a unit or its appurtenances.

(b) In the event of the failure of an owner or the Association to comply with the terms of this Declaration or Articles, By-Laws, or regulations of the Association, the prevailing party is entitled to recover the cost(s) of the proceedings and reasonable attorney's fees whether or not litigation is instituted. Association liabilities are a common expense. The members of the Board of Directors of the Association are gratuitous employees of the Association and are not individually liable for torts or wrongful acts when acting in behalf of the Association.

(c) Failure of the Association or an owner to enforce any provisions of this Declaration, Articles of Incorporation, By-Laws and/or regulations is not a waiver of the right to do so thereafter.

(d) An injunction may be obtained against the continuance of any default except the failure to pay assessments.

(e) The Association may use any other civil proceeding that is not prohibited by law. The Association may use a Collection agency as a remedy to collect unpaid assessments. The costs of these civil actions and/or collection agencies shall be assigned to the wrongful party.

Section 6. Amendment.

(a) This Declaration may be amended by the written assent of a majority of homeowners. The written assent to the Amendment to the Declaration must be recorded in the office of the Salt Lake County Recorder. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing if it is delivered to the Board of Directors of the Association at or before the meeting. Those members not present at the meeting and do not express their approval or disapproval as said, the association will assume their approval.

(b) If an amendment is passed, a copy of the amendment shall be recorded with the Salt Lake County Recorder by attaching it to or incorporating it in a certificate executed by the Association in the manner required for a conveyance of land certifying that the amendment was duly adopted. The amendment is effective when the certificate is recorded in the public records of Salt Lake County.

Section 7. Covenants with the Land. All provisions of the Declaration are covenants running with the land and every part of and interest in it. Every unit owner of and claimant against the land or an interest in it and their heirs, personal representatives, successors and assigns is bound by the declaration.

Section 8. Severability. The invalidity of part of the Declaration (and/or non-enforcement) does not affect the validity of any other part.

Section 9. Conflict of Interest. Developer (Siegel Mobile Home Group, Inc.) or Developer's nominees may form the Association. No contract or other transaction between the Association and Developer or another person or corporation shall be voided or voidable because Developer or its nominees are financially interested in either Association or the other party to the contract or transaction. However, they must act in the best interest of Association and its members. Contracts sustained by Developer under this section may be voided if the members of the Association (including its Board of Directors) can prove that the Developer did not act in the Association's best interest.

Section 10. Retained Rights of Developer.

(a) Developer may transact any legal business necessary to consummate sales of units and dwellings and improvements thereon, including, but not limited to, erection and maintenance of unit models, erection and maintenance of signs and advertising for the sale of units, and models (However, outdoor signs/advertising is limited to one sign per unit space and outdoor signs/advertising is limited to being posted on the unit's site. No outdoor signs/advertising may be placed anywhere else (ie., common areas, entrance to Greenbriar, etc.)). The Developer must seek and receive the approval from the Board of Directors prior to posting and outdoor signs/advertising. Items of the Developer that pertain to sales remain the property of the Developer. The Developer shall have the right to bring prospective purchasers through all common areas. The rights under this subparagraph shall continue until all units, other than those to be retained permanently by the Developer have been conveyed by the Developer. The Developer shall not have the exclusive use of any common area to the exclusion of the unit owners.

(b) Developer, after having obtained the prior approval of FHA (which will be shown on the plat) and the Board of Directors may change the location of easements for ingress and egress from the property described in the Declaration so long as the easement conforms to the requirements of all governmental authorities having jurisdiction over it. Each unit owner and prospective unit owner in the PUD acknowledges that the change of easements does not materially affect his rights or the value of his/her unit.

Section 11. Phases and Annexation.

(a) As of the date of this Declaration, the Developer will not be adding any more phases. However, this may change with or without notice to the members of the Association. The Board of Directors must approve/disapprove any future annexations.

(b) Each owner shall be a member of the Association and shall have equal ownership in the Association. One (1) vote shall be attributable to each unit.

(c) If additional acreage is added to or annexed to the PL all such acreage and units may be subject to the terms of this Declaration. Furthermore, the additional acreage/annexations will be charged a fee for the use of the streets and/or retention/detention pond if so used. Such fees to be determined in advance of annexations. However, these fees are subject to change.

(d) Additional residential property and common area may be annexed to the property with the consent of two-thirds of all members of the Association.

(e) The land which may be annexed is described on Exhibit "B" attached hereto and incorporated by reference.

(f) Any land to be annexed must be in accordance with the general plan approved by the FHA and must be approved by the Board of

Directors of the Association.

(22)

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ARTICLE VII

Section 1. Membership and Voting Rights in the Association.

(a) Every person or entity who is an owner as defined in Article I, Section (g) of any unit which is subject by covenants or record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Voting Rights. The Association shall have only one (1) class of voting membership. All those owners as defined in Article I, Section (g) shall be entitled to one vote for each unit in which they hold an interest. When more than one person holds such interest or interests in any unit all such persons shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such unit. In the event such persons fail to agree then their vote shall be cast ratably among the respective interests.

Section 2. Additional Rights of the Association. The rights created hereby shall be subject to the following:

(a) The right of the Association in accordance with its Articles and By-Laws to borrow money for the purpose of improving the common areas and to mortgage said properties with the consent of the majority of homeowners voting (see Article III, Section 2, subparagraph (f)).

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws to suspend the use of recreational facilities which may be part of the common area for any period during which any assessment remains unpaid, but not to exceed sixty (60) days.

(d) The right of the Association to dedicate and/or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the majority of members (see Article III, Section 2, Subparagraph (f)).

DATED this 29 day of August, 1990.

G
H
A

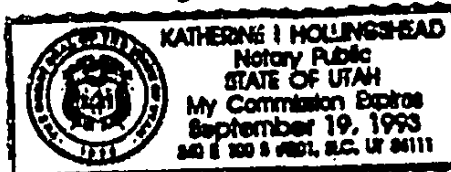
By: [Signature]
Its: Chairman

ATTEST:

By: [Signature]
Its: 12 Members of the Board of Directors

Executed in the presence of:

[Signature]



(23)

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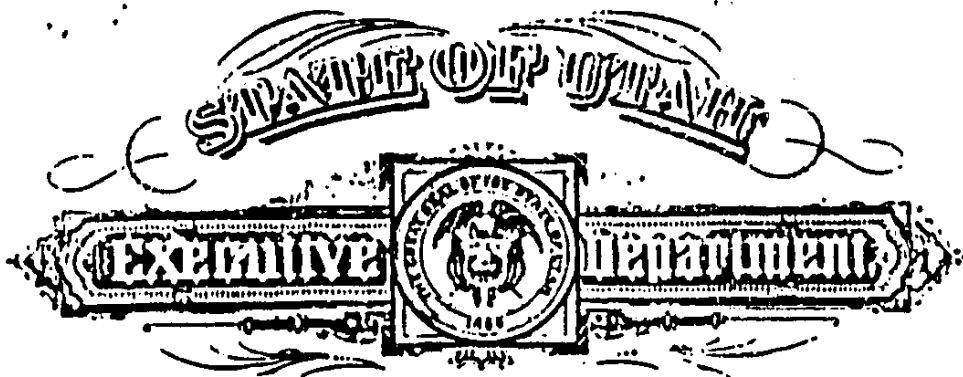
EXHIBIT "A"

Situated in Salt Lake County, Utah

COMMENCING at a point which is 40 feet North $00^{\circ}02'08''$ West and 958.3 feet South $89^{\circ}52'27''$ West from the East 1/4 Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South $89^{\circ}52'27''$ West 1695.92 feet; thence North $0^{\circ}05'06''$ West 1283.29 feet; thence North $89^{\circ}50'30''$ East 2615.33 feet; thence South $0^{\circ}02'08''$ East 687.78 feet; thence West 20.0 feet; thence South $54^{\circ}38'53''$ West 202.21 feet; thence West 938.0 feet; thence South 470.47 feet; thence North $89^{\circ}52'27''$ East 205.0 feet; thence South 12.0 feet to the place of commencement.

Containing 64.4532 acres.

Handwritten notes:
1/4 Sec 25
T1S R2W
Salt Lake Base
Meridian



Office of Lieutenant Governor

I, DAVID S. MONSON, LIEUTENANT GOVERNOR
OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT
the attached is a full, true and correct copy of the approved Articles
of Amendment filed with this office on October 14, 1982 for GREENHORN
TRAILBLAZER'S ASSOCIATION, a Utah nonprofit corporation filed on October
2, 1980.

AS APPEARS of record IN MY OFFICE.

File #088763

IN WITNESS WHEREOF, I have
hereunto set my hand and affixed the Great
Seal of the State of Utah at Salt Lake City,
this _____TH day of
_____TH May A.D. 1984

David S. Monson
LIEUTENANT GOVERNOR

BK 6248 PG 2426

ARTICLES OF INCORPORATION
OF
GREENBRIAR HOMEOWNER'S ASSOCIATION

October 2nd 1980
BS

In compliance with the requirements of Utah Nonprofit Corporation and Cooperative Association Act, 16-6-18 et seq., Utah Code Annotated 1953, as amended, the undersigned, all of whom are residents of the State of Utah and all of whom are full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is GREENBRIAR HOMEOWNER'S ASSOCIATION, hereinafter called the "Association".

ARTICLE II

The period of duration of the Association shall be perpetual.

ARTICLE III

The principal office of the Association is located at 337 South 400 East, No. 200, Salt Lake City, Utah 84111.

ARTICLE IV

Merk C. Farnsworth, whose address is 5068 West Crownpointe, West Valley City, UT 84120, is hereby appointed the registered agent of the Association.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Units and Common Area within that certain tract of property described on Exhibit "A" attached hereto and hereby incorporated by reference,

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and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the property and recorded or to be recorded in the Office of the Salt Lake County Recorder, State of Utah, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of the majority of members voting mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) dedicate, sell or transfer all or any part of the Common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument

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has been signed by seventy-five percent (75%) of all members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of seventy-five percent (75%) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Cooperative Association Act by law may now or hereafter have or exercise:

ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VII

Voting Rights

The Association shall have only one (1) class of voting membership. All members shall have equal voting rights - one vote per unit owned and in no event shall more than one vote be cast with respect to any unit.

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Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on November 1, 1987.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Mark Farnsworth	9068 West Crownpointe Drive West Valley City, Utah 84120
Roy Downey	2958 South Jamboree Street West Valley City, Utah 84120
Hal Millian	3055 South Whisper Street West Valley City, Utah 84120
Dale Hogan	2987 South Whisper Street West Valley City, Utah 84120
Duane Long	2944 South Whisper Street West Valley City, Utah 84120

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and

assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

AMENDMENTS

Amendment of these Article shall require the assent of the majority vote of those voting at a meeting called for that purpose.

ARTICLE XI

INCORPORATORS

The names and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
DAN SIEGEL	1018 Atherton Drive Salt Lake City, Utah 84107
RICHARD A. RAPPAPORT	66 Exchange Place Salt Lake City, Utah 84111
ANDREW NELSON	4020 Power Circle Holladay, Utah 84117

ARTICLE XII

BY-LAWS

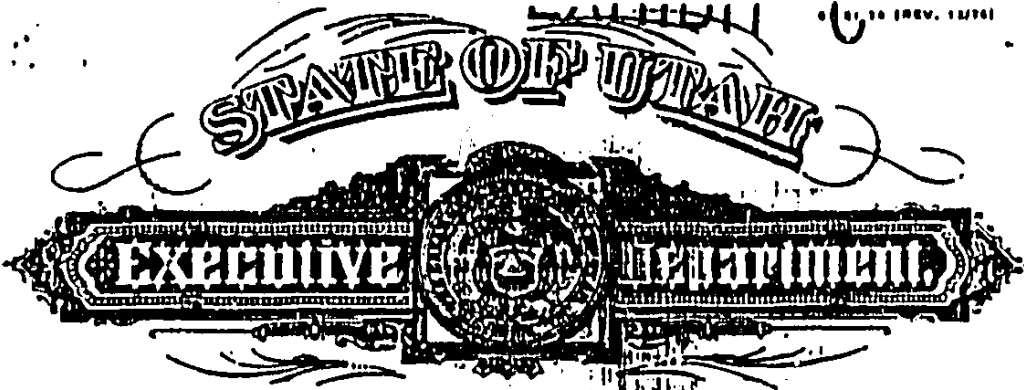
The internal affairs of the Association shall be regulated by By-Laws adopted by the Board of Directors.

DATED this 2nd day of October, 1980.


DAN SIEGEL


RICHARD A. RAPPAPORT


ANDREW NELSON



Office of Lt. Governor/Secretary of State

CERTIFICATE OF INCORPORATION

OF

GREENBRIAR HOMEOWNER'S ASSOCIATION

I, DAVID S. MONSON, Lt. Governor/Secretary of State of the State of Utah, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of

GREENBRIAR HOMEOWNER'S ASSOCIATION

duly signed and verified pursuant to the provisions of the Utah Non-Profit Corporation and Cooperative Association Act, have been received in my office and are found to conform to law.

Accordingly, by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation of

GREENBRIAR HOMEOWNER'S ASSOCIATION

and attach hereto a Certificate of Good Standing.

FILE # 38763

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, Utah, this second day of October A.D. 19 80.

David S. Monson
LT. GOVERNOR/SECRETARY OF STATE

EXHIBIT "C"

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