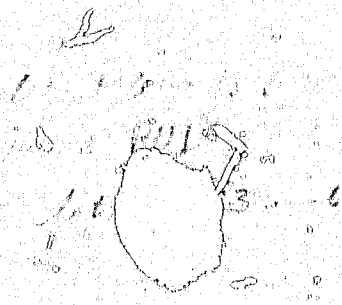


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Date JUL 29 1983 at 4:41 PM CAROL DEAN PAGE Recorder Davis County  
By Grace Van Sweden Deputy Book 952 Page 735

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DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS OF  
WEST WOODS MOBILE HOME P U D



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BY  
WESTERN STATES TITLE COMPANY OF DAVIS COUNTY, Trustee  
JOHN T. EGGETT, General Partner  
RODELL EGGETT, General Partner  
LARRY L. EGGETT, General Partner  
RODNEY J. EGGETT, General Partner

WESTWOOD TRAILER PARK, a Utah Limited Partnership

Dated 7-28-83

DECLARATION OF RESTRICTIONS

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AND GRANT OF EASEMENT OF  
WEST WOODS MOBILE HOME P U D

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT is made as of this 28<sup>th</sup> day of July, 1983, WESTWOOD TRAILER PARK, a Utah limited partnership.

RECITALS:

WHEREAS, JOHN T. EGGETT, ETAL. are the owners of certain real property located in the County of Davis, State of Utah, and in conjunction with WESTWOOD TRAILER PARK (John T. Eggett and Westwood Trailer Park hereinafter referred to as "Declarants"), intends to develop such property as WEST WOODS MOBILE HOME P U D, (hereinafter referred to as "Mobile Home Subdivision"), which property is more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, it is the intention of Declarants, expressed by the execution of this instrument, that the property within the Mobile Home Subdivision, be developed and maintained as a highly desirable residential mobile home park; and

WHEREAS, Declarants desire that each of the respective lots in the Mobile Home Subdivision be developed in conjunction with each other for the mutual benefit of the owners of each and all lots and of every portion thereof, and accordingly Declarants do hereby establish a general plan for the improvement, protection, development, maintenance and use of each and all of said lots in the Mobile Home Subdivision and for such purposes Declarants hereby establish easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as "Restrictions") as are hereinafter set forth, subject to which each of said lots shall be improved, held, exchanged, leased, sold and/or conveyed. Such Restrictions

shall run with the land and shall inure to the benefit of and bind the owners of each and every lot in the Mobile Home Subdivision and the respective successors in interest, and each of the Restrictions is imposed upon each lot in the Mobile Home Subdivision as a mutual equitable servitude in favor of each and every other lot in the Mobile Home Subdivision. Each of the Restrictions shall create reciprocal rights and obligations among each of the owners of any lot, and any subdivision thereof, in the Mobile Home Subdivision; they shall further create a privity of contract and an estate between the owners of each and every lot and their heirs, successors, and assigns; and they shall, as to the owners of each and every lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of the Mobile Home Subdivision and each and every part and portion thereof.

NOW, THEREFORE, Declarants hereby declare that all of the property in the Mobile Home Subdivision shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the following provisions of this Declaration, each and all of which provisions are hereby declared to be for the benefit of the Mobile Home Subdivision, Westwood Trailer Park and the benefit of each owner thereof as follows:

1. The recitals above are incorporated herein as if set forth in full.
2. Building Area. No Building or other structure shall be constructed or placed upon any lot in Mobile Home Subdivision, for any purpose other than single family residential mobile home living purposes and then only in the areas marked Building Areas in Exhibit "B" attached hereto and incorporated herein by reference. All Units

shall have a minimum of 700 square feet. No lots within the Mobile Home Subdivision shall ever be occupied or used for any commercial or business purpose, provided, however, that nothing in this section shall be deemed to prevent:

(a) Westwood Trailer Park, or its duly authorized agent, from using any lot owned by declarant as a sales office, sales model, property management office or rental office, or

(b) An artists, artisan or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman also uses such private area for residential purposes, is selfemployed and has no employee working in such private area, and does not advertise or offer any product or work of art of sale to the public upon or from such private area.

(c) Any small business which is conducted in the home which does not attract clients, business invitees, or any other person to the Mobile Home Subdivision for business purposes and is done without employees, and does not advertise or offer any product for sale to the public upon or from such private area.

(d) Westwood Trailer Park, or its duly authorized agent, from using any lot owned by Declarants as a laundromat.

3. Add-on Structures. All add on structures to be approved by Board of Directors.

4. PATIOS. A patio may be constructed to attach to the mobile home as long as it is compatible in construction and design to the mobile home and meets the requirements of Article 3 above.

5. Maintenance of Buildings. All buildings and add-on structures shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair. Without limiting the generality of the foregoing:

(a) no foreign object, other than a television antenna and an air-conditioning unit may be placed on the roof of each mobile home and the height of the television antenna is limited to ten (10) feet above the mobile home.

(b) Trash and garbage shall be stored in plastic or metal trash containers out of public view.

6. Parking. No lot shall be used as parking or storage for construction equipment or commercial vehicles. A storage area will be provided for trailers, boats, recreational vehicles and campers when not in use, and such vehicles may be parked in each owner's driveway only for loading, unloading, and cleaning, for a period not to exceed two (2) days, unless special permission is granted by WESTWOOD TRAILER PARK to visitors in the Mobile Home Subdivision. No owner shall leave a motor vehicle parked on the street overnight, but an owner may allow one (1) motor vehicle to be left overnight on the street provided the owner of said vehicle is a visitor to the Mobile Home Subdivision. Westwood Trailer Park reserves the right to have a motor vehicle which is in violation of the above parking provisions towed away and stored at the motor vehicle owner's expense, if a reasonable effort has been made by Westwood Trailer Park to contact the owner of said vehicle and correct the violation.

7. Zoning Regulations. No lots within the park shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto or in force from time to time.

8. Signs. With the exception of a sign no larger than three square feet from the owner of any lot to advertise his home or lot for sale, or any signs necessary to identify ownership of the lot or its address, or to give directions, or as may be required by law, or to warn of danger, no signs or advertising devices, including but without limitation, commercial, informational or directional signs or devices shall be erected or maintained on any lot.

9. Offensive Activity. No noxious or offensive activity shall be carried upon any lot in the Mobile Home Subdivision, or in the common areas, nor shall anything be done or placed on any lot in the Mobile Home Subdivision or common areas, which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

10. Hazardous Activity. No activity shall be conducted on any lot in the Mobile Home Subdivision or the common areas, nor shall any improvements be constructed on any lot which are, or might be, unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged in the Mobile Home Subdivision or the Common Areas, and no open fire shall be lighted or permitted on any lot except in a contained barbeque unit while attended and in use for cooking purposes or within safe interior fireplaces.

11. Lights, Sounds or Odors. No light shall be admitted from any lot which is unreasonably bright or causes unreasonable glare; no sound shall be admitted from any lot which is unreasonably loud or annoying, including without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any lot or buildings; and no odor shall be admitted from any lot which is obnoxious or offensive to others.

12. Maintenance of Animals. No Add-on, as defined above, or building of any other type shall be constructed on a lot in the Mobile Home Subdivision for the purpose of the housing of any animal. Only a reasonable number of household pets may be maintained by any lot owner and no household pet may be tethered or left unattended outdoors. Pets shall at all times be under the strict control and supervision of their owners, and all city and county ordinances relating thereto shall be observed and enforced within the Mobile Home Subdivision and the Common area.

13. Common Area. The Common Area for the Mobile Home Subdivision consists of all areas not designated Building Area on Exhibit "B". and shall include the areas designated Common Area on Exhibit "B", and all roadways in the Mobile Home Subdivision.

14. Common Area Use. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any government authority having jurisdiction over the Common Area. No owner shall place any structure whatsoever upon the Common Area, nor shall any owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all owners of lots in the Mobile Home Subdivision. No use shall be made of the Common Area which will unreasonably deny any owner of a lot in the Mobile Home Subdivision ingress and egress to said Common Area.

15. Utilities. Each owner of any lot in the Mobile Home Subdivision covenants that he shall pay for the sewer, water and garbage collection system and services provided and utilized by any owner in the manner set forth below.

(a) Water. The water for the Mobile Home Subdivision, including both individual lots and the Common Area, shall be metered and billed monthly by West Bountiful City. Each individual owner covenants that he will pay West Bountiful City the water costs for his separate lot and his pro-rated share of the water cost for the Common Area within (5) days after receipt of the bill from West Bountiful City.

(b) Garbage Collection. West Bountiful City agrees to provide Garbage Collection service of a character suitable for a residential mobile home park. West Bountiful City shall, on a monthly basis, bill each individual lot owner for the Garbage Collection service and each individual lot owner shall be obligated to pay West Bountiful City the amount billed within five (5) days of receipt of such bill.

(c) Sewer Collection. Westwood Trailer Park agrees to provide sewer collection service of a character suitable for a residential mobile home park. Westwood Trailer Park shall, on a monthly basis bill each individual lot owner for his pro-rated share of sewer service and each individual lot owner shall be obligated to pay Westwood Trailer Park the amount so billed within five (5) days of receipt of such bill.

(d) Road and Common Area Maintenance. Westwood Trailer Park will provide the necessary maintenance to keep the roadways passable

15.

(d) Continuing

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and clean and the Common Area irrigated and gardened where appropriate. Westwood Trailer Park shall bill each individual lot owner for his pro-rated share of the costs of such road and Common Area maintenance and each individual lot owner shall be obligated to pay Westwood Trailer Park the amount so billed within five (5) days of receipt of the bill.

In the event the above described Sewer and/or Road Maintenance are assumed or undertaken by any government body the covenants governing such assumed or undertaken service shall be void and terminated provided all other covenants in this Article or in these Declarations shall remain in full force and effect.

In the event Westwood Trailer Park should be unable, or fail to provide the above described utility services to the Mobile Home Subdivision and its owners, the owners of lots in the Mobile Home Subdivision agree that Westwood Trailer Park shall not be liable for any injury to property, economic or otherwise in the Mobile Home Subdivision.

16. Liens. In the event any owner of any lot in the Mobile Home Subdivision fails to pay any amount owing Westwood Trailer Park for services rendered in the manner of and pursuant to Article 15 above, or for any amounts owing Westwood Trailer Park for any cost incurred pursuant to the enforcement of the parking provision in Article 6 above, Westwood Trailer Park shall have the right to place a lien upon the defaulting owner's lot in the Mobile Home Subdivision for the amount unpaid plus twelve percent (12%) interest, costs, and a reasonable attorney's fee. In the event any owner, after notice thereof, fails to comply with any other provisions, covenants or Restrictions in this Declaration the default of which can be cured by the expenditure of monies or compensable services, Westwood Trailer Park may, at its option, cause such default to be cured and thereafter have the right to place a lien upon the defaulting owner's lot in the Mobile Home Subdivision for the amount so expended plus twelve percent (12%) interest, costs, and a reasonable attorney's fee.



fee.

17. Enforcement. Westwood Trailer Park, or, where applicable any owner of any lot in the Mobile Home Subdivision, shall have the right to enforce, by any proceeding at law or in equity, all Restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by Westwood Trailer Park or by any owner to enforce any covenants or Restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

18. Easements. Each owner of a lot in the Mobile Home Subdivision grants Westwood Trailer Park a perpetual easement of ingress and egress on to each owner's respective lot in the Mobile Home Subdivision and the Common Area for the purpose of installing, repairing and maintaining pipes, valves and other utility equipment and property and for all other usual utility purposes pursuant to Article 15 above.

19. Severability. Invalidation of any one of these covenants of Restrictions, by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

20. Duration and Declaration. Any provisions, covenants, conditions or Restrictions contained in this Declaration or any supplemental or amended declaratio provided below in Article 21, shall continued and remain in full force and effect for the period of twenty (20) years from the date this Declaration is signed after which time said covenants, restrictions, and easements shall be automatically extended for successive periods of ten (10) years.


21. Amendments. This Declaration may only be amended, in writing, by the Declarants with the consent of a majority of the owners of lots in the Mobile Home Subdivision.



State of Utah )  
 ) ss  
County of Davis )

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On the 28 day of July, 1983,  
personally appeared before me LARRY W. JOHNSON, who being by me duly  
sworn did say, for himself that the said LARRY W. JOHNSON is president  
of WESTERN STATES TITLE COMPANY OF DAVIS COUNTY, as Trustee, and that  
the within and foregoing instrument was signed in behalf of said  
corporation by authority of a resolution of its board of directors  
and said LARRY W. JOHNSON duly acknowledged to me that said corporation  
executed the same.

  
Notary Public

commission expires: 6-7-87  
Residing at: Utah Cross, UT