

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
CHARGES FOR HILLSIDE MOBILE HOME ESTATES

THIS DECLARATION made and dated August 15, 1974, by  
HILLSIDE MOBILE HOME ESTATES

WITNESSETH

WHEREAS, HILLSIDE MOBILE HOME ESTATES, which together  
with any successor or assignee, hereinafter referred to as  
"MOBILE ESTATES," is the owner of a certain tract of land des-  
ignated as HILLSIDE MOBILE HOME ESTATES, which is located in  
Washington County, State of Utah, and legally described as follows:

BEGINNING at the Northeast corner of the Northwest  
Quarter (¼) of the Southeast Quarter (¼) of Section  
14, Township 42 South, Range 15 West, SLB&M, said  
point being North 0° 06' 48" West 2734.50 feet along  
the Sectionline and South 89° 03' 45" West 1332.915  
feet along the center section line from the Southeast  
corner of said Section 14 and running thence South  
0° 07' 20" East 266.20 feet; thence East 94.00 feet;  
thence South 1° 49' 50" West 645.73 feet to the  
North line of a State Highway; thence North 89° 40'  
48" West 844.33 feet along said North line of High-  
way to a point of a 15.00 foot radius reverse curve  
to the left, the radius point of which bears North  
0° 19' 12" East 15.00 feet; thence Easterly and  
Northerly 23.65 feet along the arc of said curve;  
thence North 386.72 feet; thence West 99.55 feet  
to a point on the East line of Hawkes Subdivision;  
thence North 5° 26' 48" West 77.16 feet along said  
East line of Subdivision; thence South 84° 20' 02" West  
3.21 feet along the boundary of said Subdivision;  
thence North 0° 07' 40" West 377.50 feet; thence  
West 496.60 feet to a point of a 15.14 foot radius  
curve to the left, thence Southwesterly 23.76 feet  
along the arc of said curve to a point on the East  
line of 300 East Street; thence North 0° 06' East  
80.14 feet along said East line of street to a point  
of a 15.00 foot radius reverse curve to the left,  
the radius point of which bears South 89° 54' East  
15.00 feet; thence Southerly and Easterly 23.59  
feet along the arc of said curve to a point of  
tangency; thence East 515.05 feet to a point of a  
975.00 foot radius curve to the left; thence North-  
easterly 97.85 feet along the arc of said curve;  
thence North 84° 15' East 42.10 feet to a point of  
a 1550.00 foot radius curve to the right; thence  
Northeasterly 130.19 feet along the arc of said  
curve; thence North 89° 03' 45" East 578.28 feet;  
thence South 0° 07' 20" East 25.00 feet to the  
point of beginning, containing 19.10 acres, more or less.

and to develop and improve said tract of land, open up and lay  
out the streets shown on said map, to impose on the lots and other

162351  
Entry No. 162351  
Date Aug. 21, 1974  
Requested at request of D. K. Adams  
1:30 P. M. 137  
Washington County Recorder, BY  
Fees \$20.00  
DUPYK

parcels of land included in said tract mutual and beneficial restrictions, covenants, agreements, easements, conditions and charges as hereinafter set forth, under a general plan or scheme of improvements for the benefit of all the lands in the tract and the future owners of said lands, and to offer for sale the lots and other parcels of land included in said tract;

NOW THEREFORE, MOBILE ESTATES hereby declare that all of the lots and parcels of land described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following limitations, covenants, agreements and restrictions, conditions, easements, and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lands, and are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and every part thereof. All of the limitations, covenants, restrictions, conditions and charges shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands, or any part thereof. MOBILE ESTATES shall have the right to transfer to any other person, firm or corporation, all or any of its rights hereunder, whether or not any such person, firm or corporation is the owner of any land in the tract. The limitations, covenants, agreements, restrictions, conditions, easements and charges referred to herein are as follows:

USE RESTRICTIONS PERTAINING TO RESIDENTIAL LOTS

Section 1. The lots in said subdivision shall be, and are, divided into two categories of general use, as follows:

- (a) The following lots in said subdivision are set aside and designated as the ADULT SECTION and use of said lots is restricted to such classification:
- (1) Lots 47 through 58, inclusive,
  - (2) Lots 65 through 76, inclusive,
- (b) The following lots in said subdivision are set aside and designated as the FAMILY SECTION:
- (1) Lots 29 through 34, inclusive,
  - (2) Lots 59 through 62, inclusive,
  - (3) Lots 79 through 88, inclusive,

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(c) All other lots in said subdivision not numbered above shall be designated for use as adult or family use at a later date when the most desirable use of said lots can be determined.

Section 2. No mobile home, building (addition or accessory thereto), storage shed, garage, carport, patio, or fence more than 2 feet high in front of any mobile home and 29 feet back on each side from the front of said lot; or wall or planting exceeding five feet in height surrounding the remainder of the lot, or other structure or improvements; shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, and the approximate cost of such structure or improvement, have been submitted to and approved in writing by MOBILE ESTATES. MOBILE ESTATES' failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof by MOBILE ESTATES shall be deemed to constitute its approval thereof.

Section 3. No building, structure, mobile home, carport, patio, addition or accessory, shall be located on any lot or parcel of land nearer than:

- (a) 20 feet from the front lot lines;
- (b) 5 feet from the rear and sides of any lot line, excepting where a building setback line is otherwise shown on the recorded plat hereinabove referred to.

The front lot line, rear lot line and side lot line of each lot and parcel of land shall be defined by MOBILE ESTATES, with the recorded map or plat as a reference. MOBILE ESTATES may at any time or times, in its sole discretion, release any lot or parcel of land from the restrictions contained in this paragraph, upon such terms and conditions as it shall deem appropriate.

Section 4. Each owner of a lot shall, within ninety (90) days of the installation of a mobile home, skirt the same (also concealing the hitch) by enclosing (using good and substantial materials approved by MOBILE ESTATES) the entire space between the mobile home and the ground.

Within one hundred and eighty (180) days of the installation of the mobile home, the owner shall construct an awning for a patio and carport made of 30# aluminum or other approved material,

the same to be made in conformity with the mobile home. The minimum size for the carport awning shall be eleven (11) feet X twenty (20) feet; the minimum size of the patio awning shall be eight (8) feet wide X the length of the patio. Also, within one hundred and eighty (180) days of the installation of the mobile home the owner shall build a storage shed made of either aluminum or galvanized steel not less than three (3) feet by five (5) feet. The maximum number of such sheds per lot shall be two (2). Awnings, skirting, cabinets, screens and any other outside improvements must comply with zoning and building codes.

Each owner of a lot shall provide and maintain landscaping of the entire lot, consisting of a grass lawn; and/or other plant ground cover; and/or paving, consisting of crushed rock, brick, cement, or other similar materials. MOBILE ESTATES reserves the right, but shall have no obligation to enter upon all lots, blocks or parcels of land creating an unsightly appearance, and to charge the owner of said lot, block or parcel of land the actual cost plus ten (10%) per cent for services performed in alleviating said unsightly appearance. Each lot owner shall maintain the entire lot in a neat and clean condition at all times.

In the event that any of the charges made by MOBILE ESTATES under this Section 4 shall not be paid when due, all costs and expenses including, but not limited to, attorney's fees incurred by the MOBILE ESTATES to effectuate collection of said charges, shall be borne by the lot owner.

Section 5. All mobile homes must be as designated on the Certificate of Title a minimum of 600 feet of furnished living space (exclusive of porches, patios, garages, carports and storage rooms) and be a minimum of 12 feet in width, unless otherwise prescribed by MOBILE ESTATES. Television/FM Aerials are allowed when attached firmly to the back  $\frac{1}{4}$  section of the mobile home. Aerials may not be more than four (4) feet above the roof of the home. Furnishings for the patio-porches shall be restricted to Patio Type furniture and storage of anything else on the patio shall be prohibited.

Section 6. Not more than one mobile home shall be placed on each lot or parcel of land, with the exception of two or more mobile homes joined to form a single dwelling as approved and designated by MOBILE ESTATES. A lot or parcel of land may be occupied and used for a single-family mobile home and for no

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other use or purpose.

Section 7. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded map or plat, over the rear, side and front of each lot or parcel of land (or as otherwise recorded or referred to herein). Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The easement areas of each lot and parcel of land, and all improvements in it, shall be maintained continuously by the owner of said lot and parcel of land.

Section 8. Mail boxes shall be only of the design approved by the MOBILE ESTATES, and may be placed in such location as are designated by MOBILE ESTATES.

Section 9. No individuals under thirteen (13) years of age and no more than three (3) such teen age persons shall permanently reside in any one mobile home in said MOBILE ESTATES. Responsibility for the acts of children shall rest with the head of each family. Residents will insure that their children or their guest's children do not play in the street or loiter thereon. <sup>ADULT</sup> <sup>SEC. ONLY</sup>

Section 10. No noxious, offensive, or dangerous activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Disturbing noises shall not be permitted at any time. Noise making equipment and instruments shall be tuned and/or played at a level which will not annoy other owners. Loud parties shall not be permitted at any time. No fuel oil or other materials of explosive nature shall be stored on any lot. The dumping of trash or garbage of any kind on any lot within the subdivision shall be prohibited. Trash shall be gathered and retained at the rear of the lot in a proper receptacle. Trash cans shall be concealed, with lids on, except for the day they are placed in front of the home for collection.

Section 11. The lot owner shall not install/on any lot in the tract without the prior written approval of MOBILE ESTATES. Mobile homes must have complete indoor sanitary facilities, including among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State, County and City health requirements. All

wiring either inside or outside of the home must comply with State and local requirements. Changes must be cleared through Management.

Section 12. No manufacturing or commercial enterprise, or enterprise for profit, shall be maintained upon, in front of, or in connection with the use of any lot hereinabove referred to nor shall said lots in any way be used for other than strictly residential purposes without the prior written consent of MOBILE ESTATES. Vehicles for sale shall not be parked indefinitely in front of the owner's lot. Soliciting and peddling within the subdivision is prohibited. MOBILE ESTATES may at any time or times, in its sole discretion, release any lot or parcel of land from the restrictions contained in this paragraph, upon such terms and conditions as it shall deem appropriate.

Section 13. No signs of any kind shall be displayed to the public view on any lot in this subdivision, except one professional sign, not over two (2) square feet in area, displayed in a dignified manner, for the purpose of advertising such mobile home in this subdivision for sale, lease, or rent, and excluding signs used by MOBILE ESTATES to advertise the property during the construction and sales period or until all lots are sold. MOBILE ESTATES may display signs in the subdivision during its sale period for the purpose of advertising the sale of lots and mobile homes within the subdivision without any restriction.

Section 14. All drying wash must be done in areas on individual lots that are completely screened from view of any adjacent lots or lot. Clothes lines or drying racks can be no more than six (6) feet in height from ground level.

Section 15. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any of the subject lots in this subdivision, with the exception of small domesticated household pets, which will be allowed, provided they are not raised, bred, or maintained for any commercial purpose. All such household pets shall be on a leash at all times except when confined to the owner's lot. No area other than the owner's lot shall be used for pet relief. Any such household pets which become excessively noisy, a menace, or nuisance shall permanently be removed from this subdivision.

Section 16. No boat, boat trailer, travel trailer, camp trailer, truck, recreational vehicle, or any similar property,

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shall be kept on the street or stored on any lot or street, except in the rear of said lot and then only if screened from the view of the street in such manner as not to be aesthetically detrimental to the other lots in the subdivision. Minor repairs may be accomplished on the owner's lot. All vehicles parked on the street must be operative and properly licensed.

Section 17. The speed limit in the subdivision is 15 miles per hour. Residents will inform their guests of this restriction. Speeders shall be reported to local law enforcement officials.

Section 18. In the event of any violation of any of the covenants, agreements, easements, conditions, or the non-payment of any of the charges herein, MOBILE ESTATES, any person, firm or corporation to whom MOBILE ESTATES may have assigned the right, or any owner of any lot, block or parcel of land in the tract, may bring actions at law, or in equity for an injunction, or other equitable relief, or an action to foreclose a lien or charge, actions for damages, or any additional remedy which may be available. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so, by anyone so entitled, shall not affect the right of another to avail himself or itself of any available remedy.

Section 19. The failure to bring an action by any land owner, or by MOBILE ESTATES, or by any person, firm or corporation to whom MOBILE ESTATES, may have assigned the right to enforce any restriction, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; nor shall such failures to enforce any restriction give rise to any claim or cause of action against MOBILE ESTATES or such land owner.

Section 20. The covenants herein contained in this Declaration shall run with the land, and, unless otherwise altered or terminated by MOBILE ESTATES in accordance with the provisions herein contained, shall bind all persons in interest, all owners of lots, block, parcels of land, and their heirs, legal representatives, successors, and assigns, until January 1, 2000, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless otherwise mutually agreed by the owners of a majority, in number, of lots, at or prior to the end of the initial term, or any successive

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period of ten (10) years, said covenants shall be amended, changed or terminated in whole or in part. Such amendments, changes or terminations shall be effected by instruments in recordable form executed by the owners and filed in the proper office of record.

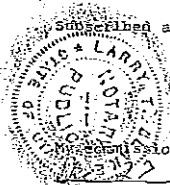
Section 21. If any provision of this Declaration or the application of any provision to any person or circumstances, shall be held invalid, the remainder of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall be deemed not to be affected thereby.

HILLSIDE MOBILE HOME ESTATES

By L.R. Adams  
DEVELOPER

STATE OF UTAH )  
COUNTY OF WASHINGTON) SS.

Subscribed and sworn to before me this 21<sup>st</sup> day of August, 1974.



Larry T. Blake  
Notary Public  
Residing in St. George, Utah

My Commission expires: 12-27-1977

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