

"Amended"

RESTRICTIVE COVENANTS
FOR
HARDY'S MOBILE HOME ESTATES
NO. 1 ADULT SECTION

TO ALL FUTURE OWNERS OF LOTS IN HARDY'S MOBILE HOME ESTATES NO. 1. IT IS RECOMMENDED THAT ALL PURCHASERS, AND THEIR SUCCESSORS, OF LOTS IN THE AFORE-DESCRIBED SUBDIVISION CAREFULLY READ THE FOLLOWING RESTRICTIVE COVENANTS PRIOR TO THE EXECUTION OF ANY CONTRACT OF SALE. THESE COVENANTS AFFECT YOUR USE AND ENJOYMENT OF YOUR PROPERTY. THEY HAVE BEEN RECORDED IN THE OFFICE OF THE COUNTY RECORDER, WASHINGTON COUNTY, UTAH, AND ARE BINDING UPON YOU AND YOUR SUCCESSORS.

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RECORDED Neil Hardy
BOOK 384 PAGE 693-702
FEE 17.50
1985 AUG -9 AM 11:05
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HERBERT A. BROWN
WASHINGTON COUNTY RECORDER
BY *HB*

RECEIPT

(Date)

Purchaser(s) hereby acknowledge a copy of the Restrictive Covenants of Hardy's Mobile Home Estates No. 1. Purchaser(s) further declare that he have read these Restrictive covenants and agree to be bound by them.

(signature)

693

(signature)

NOTE: Subdivider to retain this receipt.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND CHARGES FOR HARDY'S MOBILE HOME ESTATES

NO. 1

THIS DECLARATION made and dated April 23, 1984
by HARDY'S MOBILE HOME ESTATES NO. 1.

WITNESSETH

WHEREAS, HARDY'S MOBILE HOME ESTATES NO. 1, WHICH
together with any successor or assignee, is hereinafter referred
to as "MOBILE ESTATES", is the owner of a certain tract of land
designated as HARDY'S MOBILE HOME ESTATES NO. 1, Lots one
(1) through four (4), which is located in Washington County,
State of Utah, and legally described as follows:

BEGINNING at a point N. 0° 14' W. along the lot
line 12.00 feet from the southeast corner of
lot 41 LaVerkin townsite and field survey and
running thence S. 89° 46' W. 135.00 feet, thence
N. 0° 14' W. 113.00 feet, thence N. 89° 46' E.
135.00 feet, thence S. 0° 14' E. 113.00 feet,
thence S. 89° 46' W. 270.00 feet, thence N. 0° 14' W.
80.00 feet, thence S. 89° 46' W. 160.00 feet,
thence S. 0° 14' E. 80.00 feet, thence N. 89° 46' E.
430.00 feet to the point of BEGINNING. Containing
0.644 acre. Consisting of Lots 1, 2, 3, & 4.

279853

to develop and improve said tract of land, to impose on the lots
in said tract mutual and beneficial restrictions, covenants, ease-
ments, conditions and charges under a general plan of improvement
for the benefit of all the lands in the tract, and the future
owners of said lands, and to offer for sale the lots in said tract;

NOW THEREFORE, MOBILE ESTATES hereby declare that all of
the lots and parcels of land described above are held conveyed,
hypothecated, encumbered, leased, used, occupied, and improved,
subject to the following restrictions, covenants, easements, con-
ditions, and charges, all of which are declared and agreed to be
in furtherance of a general plan of improvement and sale of said
lands in the subdivision, and are established, declared and agreed
for the purpose of enhancing and protecting the value, desira-
bility and attractiveness of said lands. All of the restrictions,
covenants, easements, conditions and charges shall run with the land
and shall be binding on all parties having or acquiring any rights,

title, or interest in the described lands. 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 restrictions, covenants, easements, conditions and charges referred to herein are as follows:

Section 1. No mobile home, storage shed, garage, carport, patio, fence or wall (more than 2 feet high on the frontage of any mobile home lot and 20 feet back on each side from front of said lot), or fence, wall or planting (exceeding five feet in height surrounding the remainder of the lot), or other structure or improvement; 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, materials locations, (floor plan) and the approximate cost of said 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 shall be deemed to constitute approval.

279853

Section 2. No mobile home, building, carport, patio, or improvement shall be located on any lot nearer than:

- (a) a minimum of 20 feet and a maximum of 25 feet from the front lot line.
- (b) 10 feet from the rear and side lot lines, excepting where a building setback line is otherwise shown on the recorded plat hereinabove referred to, in which case it shall take precedence.
- (c) mobile homes shall not be raised higher than 2 feet from the ground level.
- (d) furthermore the lot or pad where the mobile home is to be placed is not to be raised.

All mobile homes must be placed on the lot so that the front of the home faces the front of the street.

Section 3. Each owner of a lot shall, within ninety (90) days of the installation of a mobile home, skirt the same (concealing the hitch) by enclosing (using good and substantial materials approved by MOBILE ESTATES) the entire space between the mobile home and the ground, on all four sides of the mobile home.

Within one hundred and eighty (180) days of the installation of said mobile home, the owners shall construct an awning for a patio or carport made of approved material, the same to be made in conformity with the mobile home. The minimum size for the carport awning shall be ten (10) feet X $\frac{3}{4}$ the length of the mobile home; and the minimum size of the patio awning shall be eight (8) feet wide X $\frac{3}{4}$ the length of the mobile home. Also, within ninety (90) days of the installation of the mobile home the owners shall build a storage shed made of either aluminum or materials approved by MOBILE ESTATES, not less than five (5) feet X seven (7) feet. The maximum number of such sheds per lot shall be two (2). Shed not to be built more than sixty (60) days before moving mobile home on lot. Awnings, skirting, cabinets, screens and any other outside improvements must comply with then existing zoning and building codes.

Each owner of a lot shall provide and maintain landscaping of the entire lot, consisting of lawn; and/or other plant ground cover; and/or paving, consisting of crushed rock, brick, asphalt, cement, or other similar materials. This should be accomplished at the time of occupancy and continued thereafter. MOBILE ESTATES reserves the rights, but shall have no obligation to enter upon all lots creating an unsightly appearance, and to charge the owner of said lot the actual cost, plus ten percent (10%) for services performed in alleviating said unsightly appearance. Each lot

279853

owner shall maintain the entire lot in a neat and clean condition.

In the event that any of the charges made by MOBILE ESTATES under this Section 3 shall not be paid when due, all cost and expenses including attorney's fees incurred by the MOBILE ESTATES to effectuate collection of said charges, shall be borne by the lot owner.

Section 4. All mobile homes must be as designated on the Certificate of Title a minimum of 800 feet of furnished living space (exclusive of porches, patios, carages, carports and storage rooms) and be a minimum of 14 feet in width, except on Lots #1, 2, 3, and 4 upon which homes shall not be less than 20 feet in width; unless otherwise prescribed by MOBILE ESTATES.

Furnishings for the patio/porches shall be restricted to Patio Type furniture and storage on the patio shall be prohibited.

Section 5. Not more than one mobile home shall be placed on each lot or parcel of land. A lot may be occupied and used for a single-family residential home and for no other use or purpose.

279853

Section 6. 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 on it, shall be maintained continuously by the owner of said lot and parcel of land.

Section 7. Mail boxes shall be of a design approved by the MOBILE ESTATES, and may be placed in such locations as are designated by MOBILE ESTATES.

Section 8. No noxious, offensive, or dangerous activity shall be carried on upon any lot; nor shall anything be done thereon which may be 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. No fuel oil or other materials of explosive nature shall be stored on any lot. Loud parties shall not be permitted at any time.

Section 9. The dumping of trash or garbage of any kind on any lot within the subdivision shall be prohibited. Trash cans shall be concealed, with lid on, except for the day they are to be placed in front of the lot for trash collection.

Section 10. No well shall be constructed on any lot in the tract without the prior written approval of MOBILE ESTATES. Mobile homes must have complete indoor sanitary facilities, including; a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State County health requirements. All wiring either inside or outside of the home must comply with State and City requirements.

Section 11. 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.

279853

Section 12. No signs 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 or lot in this subdivision for sale, lease, or rent, and excepting 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 sales period for the purpose of advertising the sale of lots and mobile homes within the subdivision without any restriction.

Section 13. All clothes drying must be done in areas on individual lots that are completely screened from view of any adjacent lots. Clothes lines or drying racks shall not be more than five (5) feet in height from ground level.

Section 14. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any of the subject lots in the 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 15. No boat, boat trailer, travel trailer, camp trailer, truck, recreational vehicle, or any similar property, 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. All vehicles parked on the street must be operative and properly licensed.

279853

Section 16. 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 17. No tires of any description shall be placed on the roof of mobile home, for ballast or any other purpose.

Section 18. No mobile home older than four (4) years at time of purchase of mobile home lot shall be set on lot, without prior permission of subdivision developer.

Section 19. In the event of any violation of any of the restrictions, covenants, easements, conditions, or the nonpayment of any of the charges set forth herein, MOBILE ESTATES, or any person, firm, corporation to whom MOBILE ESTATES may have assigned its right, or any owner of any lot in the tract, may bring actions at law for damages or an action to foreclose a lien or charge, or in equity for an injunction, or other equitable relief.

Section 20. The failure to bring an action by any land owner, or by MOBILE ESTATES, or by any person, firm 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 21. The covenants herein contained in the 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, and their heirs, 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. Said covenants may be amended, changed or terminated in whole, or in part, by the owners of the majority of the

279853

lots in the tract at or prior to the end of the initial term, or any successive period of ten (10) years. Such amendments, changes or terminations shall be affected by instruments in recordable form, executed by the owners and filed in the County Recorder's Office.

Section 22. 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 valid.

HARDY'S MOBILE HOME ESTATES

By *Neil Hardy*
NEIL HARDY, Owner & Developer

Colleen Hardy
COLLEEN HARDY

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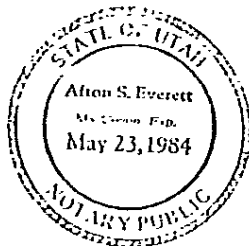
STATE OF UTAH)
)
COUNTY OF WASHINGTON) ss.

Subscribed and sworn to before me this 27th day of April, 1984

Afton S. Everett
NOTARY PUBLIC

Residing in St. George, Utah 84770

My Commission Expires:
23 May 1984



lots in the tract at or prior to the end of the initial term, or any successive period of ten (10) years. Such amendments, changes or terminations shall be affected by instruments in recordable form, executed by the owners and filed in the County Recorder's Office.

Section 22. 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 valid.

Section 23. No individuals under thirteen (13) years of age and no more than three (3) 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.

HARDY'S MOBILE HOME ESTATES

By Neil Hardy
NEIL HARDY, Owner & Developer

Colleen Hardy
COLLEEN HARDY

279853

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

Subscribed and sworn to before me this 8 day of August, 1985

Glenda Wilson
NOTARY PUBLIC

Residing in Virgin, Utah 84779

