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HEMANT S. B. DILLI  
WASHINGTON COUNTY CLERK

RIVERSIDE HEIGHTS MANUFACTURED HOME SUBDIVISION  
RESTRICTIVE COVENANTS

The James T. Stephenson And Janice J. Stephenson Family Limited Partnership and The Edmund B. Howell Family Limited Partnership, the fee owners of the following described real property, located in the City of St. George, County, of Washington, State of Utah, which property has now been duly platted as Riverside Heights Manufactured Home Subdivision, a subdivision of the City of St. George, as such plat is now recorded in Book 494, page 199 to page of the records in the Office of the County Recorder of the County of Washington, State of Utah, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

1. PURPOSE OF RESTRICTIVE COVENANTS: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

2. STATEMENT OF INTENT: Riverside Heights Manufactured Home Subdivision is a planned 100 lot manufactured home subdivision in which the lots will be sold, and the streets and utilities will be dedicated to and maintained by the City of St. George. There will be a family section and an adult only section. The development of the subdivision will be done in approximately four (4) phases.

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3. DURATION OF RESTRICTIONS: All and each of the following restrictions, conditions, and covenants herein shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on and after twenty (20) years from the date upon which these Restrictive Covenants are recorded, unless the restrictions contained herein are extended for a new period not exceeding twenty (20) years by an instrument executed by the then owners of the majority of the lots in the subdivision and duly acknowledged and recorded in the office of the County Recorder in Washington County, State of Utah, before the expiration of the original period of duration, and further extensions may be effected in like manner.

4. APPLICABILITY OF RESTRICTIONS TO PURCHASER AT MORTGAGE FORECLOSURE: Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

5. FORMATION OF A RULES AND REGULATIONS COMMITTEE: A Rules and Regulations Committee shall be formed to enforce the covenants herein contained. Initially, the Rules and Regulations Committee shall be made up of five members, consisting of the Developers and/or their representatives, until such time as 60% of the lots in the Riverside Heights Manufactured Home Subdivision have been sold. At that time, a new Rules and Regulations Committee, consisting of five members, shall be chosen by the then owners of the lots in the Riverside Heights Manufactured Home Subdivision. The members of this newly selected committee shall consist of five members who shall serve for a period of one year, at which time a new committee will be selected in the same manner, repeating each year thereafter.

6. LAWS: Residents shall comply with all applicable laws, ordinances and regulations of the State of Utah, County of Washington, and the City of St. George. No act shall be permitted which places the Developer of these premises or other lot owners in violation of any law or ordinance of the city, county, or state. The violation of any of the terms and conditions of this agreement or the creation of a nuisance, annoyance, indecency or disorderly conduct will be cause for the Rules and Regulations Committee to bring suit in a court of law to enforce the terms and conditions of this agreement or to

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obtain any court order as may be necessary to enforce the covenants, restrictions, terms and agreements herein contained.

7. ARCHITECTURAL STANDARDS: Separate Architectural Standards are a part of these Restrictive Covenants, see Exhibit "A" attached hereto and by this reference made a part of these Restrictive Covenants. Said Architectural Standards govern the improvements that an owner may make to his lot and a manufactured home as well as all applicable set up requirements which need to be adhered to in placing a manufactured home on a lot.

8. LOTS AND LANDSCAPING: Residents will maintain their lots in a clean and orderly fashion or the Rules and Regulations Committee will do so and charge the resident. All lots in the subdivision contain extensive underground facilities. Therefore, no fencing, planting, digging or building of any kind is permitted without written permission of the Rules and Regulations Committee.

9. MANUFACTURED HOMES: All manufactured homes shall be new and shall be approved by the Architectural Committee prior moving said home into the subdivision.

a. In addition, the designs, material, color and architectural concepts of the manufactured home, shed, patio, carport and landscaping must be submitted to the Architectural Committee in writing for approval prior to construction.

b. The Architectural Committee shall have the right to approve or reject the type, size and appearance of all manufactured homes or their accessories based upon the architectural standards which have been established by the Committee.

c. All manufactured homes, awnings and storage sheds must be kept in good repair or, after thirty (30) days notice, the Rules and Regulations Committee shall cause said repairs to be made at the expense of the owner of the lot.

d. All wiring and plumbing must comply with local and state requirements.

e. Remodeling or alteration of the exterior of a manufactured home is prohibited unless prior written

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permission is obtained from the Architectural Standards Committee.

f. No aluminum foil, signs, or fiberglass sunscreens will be allowed in windows of a manufactured home. Only aluminum sun screens are permitted::

g. Air conditioners or cooler units are prohibited from placement in windows or through the front or side of any home. This restriction does not apply to the rear of any home. No ductwork or evaporative coolers are allowed on top of the roof. Air conditioning units are to be placed on the ground at the rear of the home, out of view from the street. Evaporative coolers are to be placed in the rear of the home below the roof line to allow attachment to the ducts.

h. Screened-in patios must have prior written permission from the Architectural Standards Committee. (See 9e above).

i. Propane gas will be permitted on a lot for personal use, barbecues and home heating until natural gas is available. Responsibility for any damage and all liability shall rest solely with the owner of the lot.

10. PATIOS AND CARPORTS: Patios and carports shall be constructed in accordance with the standards established by the Architectural Committee. Only standard patio furniture will be allowed outside home. Storage will not be permitted on the patio, carport or elsewhere on the lot. Patios and carports must be kept clean and attractive. No major mechanical work may be performed in the carport or elsewhere on a lot.

11. ANTENNAS: Only television antennas will be permitted. Said antennas must be attached to the rear of the home. Antennas shall not extend beyond the roof's peak or beyond 3' above the roof's lowest point, whichever is lower. Should a community-wide television system, such as cable service, become available in the subdivision, all antennas shall be removed.

12. TRASH: Trash is individually picked up. Trash containers must comply with the City of St. George's requirements. Trash containers must be kept out of sight at all times, except on pick-up day.

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13. STORAGE SHEDS: Sheds must be constructed with a minimum dimension of 7' and a maximum dimension of 12'. Sheds must be located on the driveway or patio and must be constructed of the same material and color as that of the home. The shed must be placed even with the home's rear. All sheds must be completely covered by the awning posts. Shed doors must open forward. Sheds made completely of metal are expressly prohibited.

14. TRAFFIC AND PARKING: The speed limit in the community is 20 mph, and must be observed at all times. Residents are asked to report violators to the Rules and Regulations Committee and to give said committee a description and license number of the automobile. Noisy or non-operative vehicles shall not be permitted in the subdivision. In the event that a non-operative vehicle is not removed from the subdivision, after giving the owner a five (5) day notice to remove the vehicle, the Rules and Regulations Committee shall have the vehicle removed at the owners expense. Residents shall park their vehicles in their carports except when loading, unloading, or to permit cleaning of the carport area. No vehicles shall be permitted on landscaped areas. NO DRIVEWAYS SHALL BE BLOCKED AT ANY TIME. Overnight parking of travel trailers, motor homes, trucks, commercial vehicles etc., (except golf carts) shall not be permitted on lots or in carport areas. Parked vehicles shall not be parked either behind or in front of a home or dwelling.

15. PETS: No animals, except commonly accepted household pets, may be kept within the subdivision. Pets shall not be kept, bred or maintained for commercial purposes. Pets shall not be left unattended on a leash outside the home, and must be on a leash when walked. Pets are prohibited from any service buildings, or other areas of common access within the subdivision. If the Rules and Regulations Committee is unable to identify or contact a stray pet's owner, the committee reserves the right to have any stray animal or unattended pet picked up by the Humane Society. Outside kennels are prohibited, and all pets must be kept indoors at night. Pets which bark or disturb neighbors are prohibited from the subdivision and shall be removed from the subdivision.

16. RESPONSIBILITY: The Developers and/or the Rules and Regulations Committee is not responsible for any loss or losses resulting from fire, theft, or accident. Residents and owners are responsible for all damage caused by their negligence or that

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of their guests and any damage caused by their pets.

**17. REVISIONS TO RULES AND REGULATIONS:** The Rules and Regulations Committee reserves the right to amend, revise and add to the Restrictive Covenants of the community if it deems the such revisions or additions are in the best interests of the community. Any proposed changes in the Restrictive Covenants will be given to all owners thirty (30) days before a scheduled community meeting. Any changes in the Restrictive Covenants shall not become effective unless voted for by two-thirds (2/3's) of all owners within the community and the changes, executed by those owners voting for the changes, recorded in the Office of the Recorder of Washington County, State of Utah.. In voting on changes in the Restrictive Covenants, the lot owners of each lot shall be entitled only to one vote per lot owned.

**18. ARCHITECTURAL COMMITTEE:** The Architectural Committee which shall be formed shall exercise fairness and justice in carrying out their duties to the owners of Riverside Heights Subdivision. In the event an owner desires to make improvements on a lot, and has submitted his request in writing to the Architectural Committee, said Committee shall not unreasonably withhold its approval provided that the anticipated improvement falls within the guidelines established by the Architectural Committee.

**19. ACKNOWLEDGEMENT:** The undersigned parties hereby acknowledge that they have read, understand and agree to comply with the rules and regulations set forth here.

**20. ATTORNEY'S FEES:** In the event that an owner defaults in performing any of the terms and conditions contained in this Restrictive Covenants, said defaulting owner shall be liable to the Rules and Regulations Committee for all costs in enforcing this agreement, including reasonable attorney's fees.

**21. EFFECT OF WAIVER OF BREACH OR FAILURE TO ENFORCE:** Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the failure to enforce any of the covenants herein set forth in these Restrictive Covenants shall not impair or affect any of the covenants, conditions, restrictions, or agreements agreed by and between the parties hereto and no waiver

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of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same covenants, conditions, restrictions, or agreements, nor shall failure to enforce any one of such restrictions either by forfeiture or otherwise be construed as a waiver of any other restriction or condition.

22. EFFECT OF PARTIAL INVALIDITY: It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Dated this 21st of July, 1988

JAMES T. STEPHENSON AND  
JANICE J. STEPHENSON  
FAMILY LIMITED PARTNERSHIP

EDMUND B. HOWELL FAMILY  
LIMITED PARTNERSHIP

by James T. Stephenson  
its General Partner

by Edmund B. Howell  
its General Partner

STATE OF UTAH )  
COUNTY OF Washington ) SS.

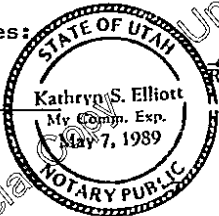
On this 21st day of July, 1988, personally appeared before me James T. Stephenson, General Partner of the James T. Stephenson and Janice J. Stephenson Family Limited Partnership and Edmund B. Howell, General Partner of the Edmund B. Howell Family Limited Partnership, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Arthur S. Elliott  
Notary Public

My Commission Expires:

Washington, Wash  
residing at:

May 7, 1989







**RIVERSIDE HEIGHTS MANUFACTURED HOME SUBDIVISION  
ARCHITECTURAL STANDARDS AND CONTROLS**

The following architectural guidelines are enacted to insure that Riverside Heights Manufactured Home Subdivision will remain a prestigious, high quality manufactured home community and to further insure the top value of the investment of each member of Riverside Heights.

Because of the variation of land grades it is difficult to set standard requirements that apply to all lots. Therefore, there will be some flexibility by the Architectural Committee in governing site plans.

**1. FORMATION OF AN ARCHITECTURAL COMMITTEE:** An Architectural Committee has been formed to enforce the architectural standards set forth herein. Initially, the Architectural Committee shall consist of five members, consisting of the Developers and/or their representatives, until such time as 60% of the lots in Riverside Heights Manufactured Home Subdivision have been sold. At that time, a new Architectural Committee, consisting of five members shall be chosen by the then owners of the lots in the Riverside Heights Manufactured Home Subdivision. The members of this newly selected committee will consist of five members who will serve for a period of one year, at which time a new committee will be selected in the same manner, repeating each year thereafter. The purpose of the Architectural Committee will not be to attempt to restrict artistic or creative ability; but rather to encourage creativity and individuality which is consistent with the standards cited herein. Adherence to the following standards will maintain and enhance Riverside Heights' status as an aesthetically pleasing manufactured home community.

**2. PLANS:** A site plan which outlines the exterior dimensions and general specifications of the home's size, awnings, concrete work, patio, driveway, carport, garage, and/or storage shed must be submitted to the Architectural Committee for approval before the home enters the subdivision or any work commences on the homesite. All applicable set-back requirements, as established by the City of St. George, must be complied with and must be shown on the plans submitted to the Architectural Standards Committee. The Architectural Standards Committee shall approve or deny said submitted plans within fourteen (14) working days from the date upon which said plans were submitted.

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3. **EXTERIOR HOUSE REQUIREMENTS:** All manufactured homes which are to be brought into the subdivision shall meet all federal and local building standards and codes. Skirting must be of an approved masonry and held to a minimum of exposure. Where single wifes are permitted an approved awning must be used. No single wide units less than 13 feet in width will be permitted in the subdivision.

**EXTERIOR MATERIAL AND SPECIFICATIONS:**

- a. Vertical natural wood panels or horizontal lap may be used on the exterior of the home.
- b. Vertical textured wood grain panels or horizontal lap may be used on the exterior of the home.
- c. Aluminum textured wood grain horizontal lap may be used on the exterior of the home.
- d. All trim must be of a color compatible with the siding used on the home.
- e. All colors used on the exterior of the home must be of a soft lusterless finish and shall blend into the desert scene. Black, white, luminous colors, mural or painted scenes are prohibited.
- f. Stone or brick must be installed at the factory or by a licensed certified contractor.
- g. Facing must be applied to all openings (except the electrical receptacle) and shall match the home's exterior siding.
- h. All trim must be consistent in material and installed completely around the home's exterior.

4. **ROOFS:** All roofs must be shingled and of a color compatible with the home. Metal roofs are prohibited. Solar devices, evaporative coolers, air conditioners, ducts, or other devices are prohibited from rooftop installation.

5. **DRIVERWAYS AND PATIOS:** All homes must have a concrete paved driveway, a minimum of 10' wide, which meets the specifications set forth pursuant to the regulations and laws of the City of St. George. The patio's actual width will be

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determined by the home's width and applicable lot setback requirements as specified by the City of St. George. All concrete must be a minimum of 4" thick and have expansion joints of a sufficient size to prevent cracking.

6. CARPORTS AND GARAGES: Carports and garages will be constructed in accordance with the requirements specified by the City of St. George's Building Code, and shall be constructed with the same material and color as that of the home and/or the awnings.

7. AWNINGS: Awnings must be installed with completely cover the patio and carport area. The awning roof must be constructed of approved aluminum awning pans and comply with all applicable local building codes. Posts constructed of the following materials: brick, wood (a minimum of 4" x 4:), single metal posts (a minimum of 3" x 3"), or dual metal posts of 1" x 1" with a center scroll must be mounted vertically to the patio or carport. Awnings must be faced with either aluminum facing material, masonette or wood. If wood is used as facing material, it must be properly treated and of a sufficient grade to prevent warping or splitting. The awning's front and side facing must be identical to that on the home's eave and of a color which is compatible with the home. White awnings pans and posts are permitted. If brick posts are used, a continuous metal rod of a diameter at least 1/2" must be installed in the center of the column and properly secured at the top to the awning frame and at the bottom to the concrete slab.

8. ANTENNAS: Only television antennas are permitted which must be attached to the rear of the home. Antennas must not extend beyond the roof's peak or beyond 3" above the roof's lowest point, whichever is lower. Should a community-wide television system such as cable service become available in Riverside Heights Manufactured Subdivision, all antennas shall be removed.

9. AIR CONDITIONERS AND COOLERS: Air conditioners must be placed at the rear of the home at ground level in accordance with all applicable state regulations. Evaporative coolers are to be placed at the rear of the home below the roofline to facilitate attachment to the home's duct system. No ducts may be mounted on top of the roof.

10. YARDS: A 2% minimum slope away from the manufactured home must be established to ensure adequate drainage. Where desert

landscaping is used, the yard must be covered with decorative rock with underlayment of black plastic, which is a minimum of 6 mm thick, to ensure weeds do not grow among the rocks. Planting flowers, cacti, or any desert plants is encouraged. Trees which shed their leaves annually are prohibited. A minimum of 10 approved plants must be planted in each yard arranged on both sides and ends of the home.

11. COMPLETION OF IMPROVEMENTS AND LANDSCAPING: Landscaping shall be completed within ninety (90) days from the date that the setting up of the manufactured home on the lot was completed. All improvements shall be completed within ninety (90) days from the date that said improvement was approved by the Architectural Standards Committee.

12. GENERAL: Any construction projects or changes not specifically addressed herein may not commence until written approval for such project has been secured from the Architectural Standards Committee. The committee shall base all approvals upon the architectural guidelines herein stated. All requests for improvements must be in writing and must be delivered to the Architectural Standards Committee. Requests must include a detailed description of the anticipated project and a plan outlining its location and size in relation to the lot in question. If a lot owner desires, the Architectural Standards Committee will make itself available to discuss with a lot owner the acceptability of anticipated project or improvements.

13. REVISIONS TO RULES AND REGULATIONS: The Architectural Standards Committee shall have the right to amend, revise and add to the architectural standards herein set forth, if it deems such changes to be in the best interests of the community. Any proposed changes in the architectural standards shall be given to all owners thirty (30) days before a scheduled community meeting. Any changes in the architectural standards shall not become effective unless voted for by two-thirds (2/3's) of all owners within the community. In voting on changes in the Architectural Standards, the lot owners of each lot shall be entitled only one vote per lot owner.