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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON TITLE
REC BY: W ZELAYA DEPUTY - WI

Riverside Mobile Home Park LLC
Rules and Regulations
To a Secure Way of Living

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Welcome to RMHP LLC a self-contained, manufactured housing community in a park-like setting.

All applications must be completed and approved prior to the arrival of the Resident's home and prior to the Resident moving into the manufactured housing community. The management reserves the right to refuse admittance, refunding any advance deposits and payments, to anyone whose home is not reasonably acceptable in appearance and condition.

I. MANUFACTURED HOUSING LOTS AND HOMES

1. The Resident is responsible for proper placement of his home on its stands and for proper installation of all utility connections according to the instructions of the management.

2. All wiring and plumbing, either inside or outside of the home, must comply with state and local codes. Any changes necessary in altering Park wiring or plumbing must be approved in writing by the management. Residents are responsible for maintaining the sewer lateral to the main line. Residents are responsible for all exposed water lines. All visible water lines under the home must be wrapped with heat tape and insulation to the ground connection. In the winter months, water lines from the ground connection to under the home must be wrapped with insulation and covered with plastic to avoid moisture. Residents are responsible for all frozen lines from the ground up. Damage to the water system caused by failure to comply with this rule shall be Residents responsibility.

3. Any manufactured home which is going to be upgraded or re-sided and any manufactured home moving into the Park must have siding which consists of wood base or vinyl only as approved by the Park.

4. The exterior of the manufactured home, accessory structures and skirting must be maintained in a well kept fashion. No cracked glass, broken doors or windows will be allowed. There shall be no visible or unsightly dents, cracks or missing parts, dented or damaged skirting, awnings, carport, decks or support posts. Visible or unsightly rust, corrosion, fading, blistering, or cracking on painted surfaces is not allowed. Exterior carpet must be replaced if it is torn, has holes, is dirty, or has come loose. The exterior of the home must be kept free from dirt and shall be repainted as necessary in the judgment of the Park. All manufactured homes and other structures shall be maintained in a clean, neat, and orderly condition. Homes may not be boarded up at any time. Decks must be kept neat and clean at all times. The use

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of any furniture on the deck, patio or yard is prohibited unless it is outdoor patio furniture approved by the Park. NO furniture, ironing boards, brooms, mops, appliances of any kind (refrigerators, stoves, washing machines, etc.) are allowed outside the manufactured home.

5. No window mount swamp coolers may be installed. Cooling units must be maintained at all times and must be covered and winterized during winter months. Cooling units must be painted when necessary.

6. No tarps may be used on any manufactured home, awning, shed, carport, deck, or in the yard.

7. Minimum accessories: Each manufactured home must have the following minimum accessories installed by Resident within sixty (60) days after moving into the Park:

- (a) Skirting must be installed completely around the home, decks, stairs, and all hitches must be removed. Skirting must be approved by Park prior to installation and shall be made of vinyl. Shut-off valves are not to be enclosed under the home. Skirting should be vented for air circulation and proper operation of the furnace.
- (b) Decks must be constructed and must have the following minimum dimensions: Front Deck - 8' by 12'; Rear Deck - 4' by 4'. Plans for construction of decks must be approved by management and decks must be carpeted by outdoor carpeting and have hand rails around the deck and going down the stairs with slats 4 inches apart. Metal trim must be used on the carpet around the deck. Decks must be skirted with vinyl materials to match the skirting of the manufactured home. All decks must be covered with an awning.
- (c) Stairs must be provided on the front and rear deck and must be attached to the deck. Stairs must be made of wood and carpeted with outdoor carpet and must have hand rails down the steps with slats 4" apart. Metal trim must be used on the carpet around each step. Steps must be enclosed.
- (d) Carport awnings must be of the following minimum dimensions: 11' by 40' or 20' by 20' depending upon management approval. Carport awnings must be prefinished aluminum. No fiberglass or wood allowed. Awnings must have drain spouts and must meet city ordinances. Wall systems are allowed but must be made of vinyl and approved by the Park.

- (e) A front awning, to cover the front deck, must be of the following dimensions: 9' by 16' with one (1) set of steps; 9' by 20' with two (2) sets of steps. Awnings must cover the sides of the deck plus 4' for each set of stairs. Awnings must be made of pre-finished aluminum and have at least a thirty (30) pound roof load. No fiberglass or wood is allowed. Awnings must have drain spouts and must meet with City ordinances.
- (f) A rear awning must be of the following minimum dimensions: 5' by 8' with one (1) step; 5' by 12' with two (2) steps. Awnings must have drain spouts and must meet with City ordinances.
- (g) One shed must be installed per lot. Each shed must be a minimum of 6' by 8' and a maximum of 12' by 12' with a maximum height of 12'. Sheds must be constructed with wood, as approved by the Park, and must be painted to match the home. Sheds must meet City ordinances. Storage shed plans and locations must be approved by management before installation.

8. The Resident must landscape his lot after he has received approval of his landscaping plans from the management. Landscaping must be completed within sixty (60) days after the Resident has moved in, weather permitting.

9. In order to protect the mutual investment of the Resident and the Park, Residents are required to maintain their space, accessories and manufactured home in a clean, attractive and well-kept fashion. Each Resident shall cut and trim their lawn, water (when necessary) to keep lawn healthy and green, eliminate weed growth, care and control the growth of all trees, plants, bushes, shrubs weekly to preserve the appearance of the space and to avoid fire or other health and safety hazards. It will be the Resident's duty to immediately remove any hazard created by plants, trees, weeds or excessive grass growth. Resident shall edge the grass along walkways and gutters as needed. Resident will be responsible to replace any damaged grass areas on the lot space with new sod. If wood chips, bark, rocks, or pebbles are used as part of the landscaping, Resident shall not permit such ground cover to spread or otherwise to disburse into the street, sidewalk or driveway and must remove and clean up such ground cover from the street, sidewalk, or driveway immediately.

10. The Park, in order to upgrade the quality of the manufactured housing Park, may require the Resident's home to be removed from the Park upon sale if the home (a) is not at least 14' wide and 70' long, unless Resident's home is on a lot that accommodates a home less than 14' wide and 70' long, or (b) is in

run-down condition or in disrepair, or (c) is a home older than a 1980 model year, or (d) any combination of the above factors. If an existing home is allowed by management to stay in the Park upon sale, a written inspection must be completed by the manager prior to sale. The inspection will include a list of upgrades and repairs needed to be completed to the home in order that the home may remain in the Park. All upgrades and repairs must be completed BEFORE ANY APPLICANT(S) WILL BE APPROVED TO PURCHASE THE HOME.

11. Storage buildings, steps, porches, skirting, and any other structure must be kept in good repair and painted by the Resident as required.

12. Plans for fences, decks, or any other construction, including improvements to the manufactured home, must first be submitted to management for approval before any actual construction may be started. The type of materials to be used for fences, decks, and construction must also be approved by management. Under no circumstances will residents be allowed to enclose their decks. If Resident constructs an add-on structure to his manufactured home without seeking approval from Management in writing, the Park, in its discretion, may serve Resident with an eviction notice and give Resident the amount of time required by statute to cure this rule violation. If the add-on is not taken down within the required time, eviction proceedings will be commenced immediately.

13. Only umbrella type clotheslines may be installed in a location where they will not be visible from the street.

14. Residents may attach a T.V. antenna to the rear quarter section of the home. The antenna must not be more than four (4) feet above the roof of the home. Only satellite dishes which are installed on the manufactured home are allowed and may not exceed eighteen (18) inches in diameter. No ham or CB radio antennas are allowed in the Park.

15. Each Resident is responsible to promptly shovel during daylight hours all snow and ice from the driveway and sidewalk in front of Resident's home after each snow storm.

16. Garbage cans must be kept in storage building or out of sight from the street. Only cans with tight lids, which must always be in place, may be used. When garbage cans are placed out for collection, they should immediately be moved from the street as soon as possible after garbage has been collected.

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17. Loud and disturbing noises are not permitted at any time. Sound equipment and musical instruments must be played at a level which will not annoy other residents. Loud parties will not be permitted at any time. Park reserves to determine when or whether this rule has been broken. Everyone must turn down radios and T.V.s between the hours of 9:00 p.m. and 8:00 a.m. so as to not disturb other Residents within the community.

18. All garden tools and equipment, boxes, etc., must be stored out-of-sight to insure the yards will be attractive and uncluttered.

19. No commercial enterprise or business that violates local city, county, or state ordinances may conduct business in the Park.

II. USE OF THE PARK IN REGARD TO RESIDENTS AND CHILDREN

There is a maximum number of occupants permitted in each manufactured home, but this will vary depending upon the size of the home. In determining the maximum number of occupants, federal, state and local rules, ordinances and laws shall be followed. Unfortunately, at the present time, the Federal Department of Housing and Urban Development has not published any guidelines as to what a reasonable occupancy standard is under the Fair Housing Act. Therefore, until specific guidelines are established, each home will be looked at based upon size and number of rooms used for sleeping. The Park will determine a reasonable occupancy standard for each home based upon square footage available and use for sleeping. It is the intent of the Park to abide by federal, state and local laws, rules, and ordinances which are in the process of being changed or clarified at the present time. Therefore, the standards used by the Park in determining the number of the occupants permitted may vary as laws, rules, and ordinances change.

2. All children must play in their own areas or in the playground. They may not play in the street or on other Residents' property, without permission, or on lots that may be vacant.

3. No bicycles may be used within playground boundaries.

4. It is the responsibility of the parents to teach their children how to abide by traffic laws and to keep alert for traffic at all times. Children must be informed of the rules pertaining to them, and the parents will be responsible for their conduct. Children must not be allowed to leave bicycles and other toys lying on sidewalks and streets. There may be times when the management will pick up bikes or toys if they are lying in the street. If this occurs, it will be necessary for the parents to retrieve the same from management.

5. No portable basketball hoops and/or standards will be allowed to be used on the streets. They must be placed in Resident's driveway with management approval.

III. REGARDING VEHICLES

1. All Residents are to park their motor vehicles (including motorcycles and scooters) in their individual parking spaces and not in the streets. Guests will be allowed to park on the street while visiting during the daytime. Overnight guests may park in off-street parking areas within the Park. Absolutely no overnight parking will be permitted in the streets. All motor vehicles must be off the street by 10:00 p.m. or they will be towed. No motor vehicle shall be parked on patios, lawn areas, sidewalks, adjoining lots, or any other portion of the rented premises other than the Resident's individual parking spaces. Any time a Resident's vehicle is temporarily parked on the street or a guest vehicle is parked on the street pursuant to these rules, a 20-foot clearance for other traffic must be maintained.

2. Vehicles shall be parked only in the designated areas and, if not being used, are not to be stored on individual spaces, but should be removed to a storage area outside the Park.

3. Repairing and painting of motor vehicles is absolutely not permitted within the Park.

4. Motorcycling within the Park, except for that required for going to and from the Resident's home, is not permitted. The use of dirt bikes/ATVs, go-carts, motorized skateboards, snowmobiles, etc. are not allowed to be driven within the Park boundaries.

5. A separate fenced storage area is provided for a rental fee for the storage of motor homes, boats, travel trailers, and similar RV items approved by management and is available only if vacant spots are available. Storage of these items on individual spaces is absolutely not permitted. Residents will be allowed to park their RVs in the driveway of their leased premises for a maximum of twenty-four (24) hours for loading and unloading. The Park shall not be responsible for any damage or vandalism that may take place to an RV or other item of personal property that is stored in the storage area. Anyone storing any item of personal property in the storage area must register the stored item in writing with the Park. Items which are stored must be currently licensed and in operational condition and insured. Stored property must be maintained in good condition (no broken windows, no missing siding, no property in disrepair). Residents are responsible to keep their assigned storage space in a neat and well-kept fashion.

6. All motorized vehicles must meet State legal requirements in order to be operated in the Park. All motorized vehicles operated in the Park must have public liability and property damage insurance. The Park may prohibit the operation of a motorized vehicle in the Park if, upon request of the Park, proof of such insurance covering the vehicle cannot be obtained or provided by Resident. Any such uninsured vehicle shall not be driven in the Park again until proof of insurance is provided.

7. No unusable or unsightly vehicles will be allowed in the Park. No such unsightly, inoperable, or un-registered vehicle may be parked or stored anywhere within the Resident's space or in the street at the Park.

8. For the safety and well-being of the Residents, the speed limit shall be fifteen (15) miles per hour unless otherwise posted in the Park, and all Residents must cooperate in its enforcement. Eviction proceedings may be commenced immediately against violators of the speed limit, since speeding may constitute behavior which substantially endangers the well-being of persons or property in the Park.

9. All vehicles parked within the Park in violation of these rules and regulations will be towed away at the expense of the person who is the owner or user of the vehicle, which expense will include towing, storage, and other related charges. Although not required under any circumstance, at the Park's option and discretion, a twenty-four (24) hour notice may be placed on vehicles prior to towing. The vehicles which will be towed away include: (1) vehicles parked overnight on the street or Residents' vehicles which are parked in guest parking without Park approval, (2) vehicles which are parked on other Residents' spaces or vacant lots without permission, (3) Unusable, unregistered, and/or inoperable vehicles, or vehicles which do not have current license plates, (4) recreational vehicles that are parked upon a Resident's space or in the street without Park approval, (5) trucks, trailers, truck tractors, and commercial vehicles in excess of one-ton capacity, and (6) all other vehicles which are in violation of the rules and regulations of the Park.

IV. PETS

1. Only small pets will be allowed in the Park and may be kept only after registering the pet in writing with management. Failure to register a pet before bringing it into the Park shall be grounds for automatically denying the pet. Any pet permitted will be kept on a leash at all times in and about the Park or in a professionally fenced yard, at the expense of the home owner. No pet shall be allowed to trespass on other Residents' lots when being walked or otherwise. If the pet is a dog it may only be 14 inches high at the shoulder at maturity and in the case of cats and

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dogs, only one of each will be allowed. There is currently a Fifteen Dollars (\$15.00) per month charge for dogs.

2. Each pet that is approved must be licensed and inoculated in accordance with local laws.

3. Any excrement left by a pet outside or under the home must be picked up immediately and disposed of by Resident. Pets may not be allowed to cause any disturbance which might annoy neighbors and shall not be allowed to trespass on other Residents' lots. Residents must control their pets so that they do not disturb, annoy, or harm other persons by barking, growling, howling, biting, or making other unusual noises or causing damage. Permission to keep a pet may be revoked by Park at any time if these rules are violated.

4. Guests of Residents may not bring pets into the Park. No "pet Sitting" of pets not registered with the Park is allowed within the Park.

5. No enclosures, pens, dog runs, or other structures (other than a professionally fenced yard) shall be allowed on the Resident's premises for the purpose of restraining or controlling any pet. All pets are considered to be house pets and must live inside the manufactured home.

6. Dogs and cats must be sprayed or neutered.

7. If any violation of the pet rules occurs, this is grounds for eviction.

8. The Park reserves the right to reserve both the number and type of pets allowed.

9. Any Resident with more than one dog or cat, or with a dog over 14" at the shoulder at maturity will be subject to eviction proceedings.

V. OPPORTUNITY TO REMEDY

If, at any time, a Resident believes the Park has not fulfilled any obligations the Park may have to Resident or other homeowners, Resident agrees to immediately give the Park written notice specifying what Resident believes the Park has failed to do and indicating what Resident believes the Park has to do in order to fulfill these obligations. This notice shall be as detailed as possible so that the Park may fully understand the Resident's concerns. The Resident agrees that the Park will have at least ninety (90) days or such longer period as is reasonably necessary, after receipt of Resident's notice to remedy the problem(s) Lessee has identified in Resident's notice. If Park does remedy the

problem(s) within the time period allotted, Resident agrees that the Park will have no liability whatsoever to Resident for any expense, costs, injury or damages Resident may have sustained. If Resident fails to properly give the Park written notice as soon as the Resident becomes aware of any problem(s) or lessee fails to give the Park a reasonable opportunity to remedy the problem(s), the Park will have no liability to Resident for any expense, costs, damage or injury which lessee may sustain as a result of the problem(s).

VI. ILLEGAL OR UNRULY ACTIVITIES

Loud and disturbing noises, intoxication, fighting, immoral conduct in public view of others, and any other use of unlawful drugs and narcotics are not allowed in the Park at any time. Any conduct of a Resident while within the Park which results in an arrest by law enforcement officers or results in criminal charges shall constitute a violation of these rules.

VII. GENERAL

1. All Residents, including children, must be registered at the Park office. All rents are payable in advance in accordance with Park rates and must be paid on the first of each month and after the fifth (5th) day of the month a late charge of Twelve Dollars (\$12.00) will be imposed plus Two Dollars (\$2.00) per day up to a maximum late charge of Forty-Six Dollars (\$46.00) per month. At that point interest will be charged at Twenty-one Percent (21%) per annum until the amount due is paid in full. If an extension is necessary, arrangements must be made with management prior to the due date, and in writing.

2. The management reserves the right of access onto the lots at all times for the purpose of reasonable inspection and for utility maintenance.

3. No subletting, renting, or occupation by more than one family per home will be permitted, except with express written approval of the management.

4. Homes may only be sold within the Park if they meet the current standards and with the understanding that the buyer may retain the same lot only with the prior written consent of the management allowing the home to remain within the Park. (See lease.)

5. Management should be notified immediately of any hazardous conditions which have developed in the Park.

6. Because of the many underground utilities in the Park, some of which are quite shallow, it is imperative that any digging to a depth below one (1) foot be cleared with management. HIGH VOLTAGE WIRE IS BURIED UNDERGROUND AND DIGGING COULD BE DANGEROUS.

7. The management and owners will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or other acts. Equipment and apparatuses furnished on the grounds are solely for the convenience of Residents. All persons using the same, do so at their own risk.

8. The speed limit within the Park is fifteen (15) miles per hour. All Residents and their guests are expected to obey the speed limit. ALWAYS BE ON THE ALERT FOR CHILDREN WHO MAY WANDER INTO THE STREET.

9. Disorderly conduct, abusive language, noisy disturbances, or disregard of the rules and regulations herein contained shall be grounds for eviction of the Resident from the premises.

10. No peddling, soliciting, or commercial enterprises will be allowed in the Park without first obtaining the written consent of the management.

11. Damages to Park property by movers and set-up crews must be reported to the management. Residents will be responsible for damages to Park property caused by them or their guests, movers, or set-up crews.

12. Residents should notify the management as far in advance as possible when planning to vacate. Residents must check out at the office (for clearance) before vacating.

13. Should the Resident vacate his space, trees and shrubs that have ben planted become the property of the Park and cannot be removed without first obtaining the written consent of the management.

14. Swimming pools rules will be posted in the swimming pool area each year and all Residents must abide by said rules.

15. NO AGREEMENT, WHICH IS AN EXCEPTION TO THESE RULES AND/OR THE LEASE, WILL BE BINDING ON THE PARK UNLESS SAID AGREEMENT IS REDUCED TO WRITING AND SIGNED BY THE MANAGER AND THE RESIDENT.

I have read the foregoing rules and regulations and understand that I must abide by them, and my failure to do so could result in my eviction.

EXHIBIT "A"

PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

BEGINNING at a point North $00^{\circ}02'28''$ West 781.39 feet and South $89^{\circ}59'10''$ East 722.09 feet from the West quarter corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $89^{\circ}59'10''$ West 232.305 feet to the East line of a Utah Power & Light corridor; thence North $30^{\circ}48'00''$ West 10.801 feet to the center of a canal; thence North 51.863 feet along said canal to a curve; thence Northerly 79.171 feet along a curve to the right, center bears East with a central angle of $20^{\circ}10'50''$ and a radius of 224.78 feet along said canal; thence North $20^{\circ}10'50''$ East 56.41 feet along said canal to a curve; thence Northerly 76.828 feet along a curve to the left, center bears North $69^{\circ}49'10''$ West with a central angle of $39^{\circ}21'50''$ and a radius of 111.823 feet along said canal; thence North $19^{\circ}11'00''$ West 178.00 feet along said canal to a curve; thence Northerly 59.703 feet along a curve to the right, center bears North $70^{\circ}49'00''$ East with a central angle of $13^{\circ}57'00''$ and a radius of 245.215 feet along said canal; thence North $05^{\circ}14'00''$ West 19.00 feet along said canal to a curve; thence Northerly 69.336 feet along a curve to the left, center bears South $84^{\circ}46'00''$ West with a central angle of $19^{\circ}19'00''$ and a radius of 205.659 feet along said canal; thence North $24^{\circ}33'00''$ West 62.00 feet along said canal to a curve; thence Northerly 99.486 feet along a curve to the left, center bears South $65^{\circ}27'00''$ West with a central angle of $14^{\circ}13'35''$ and a radius of 400.672 feet along said canal; thence North $38^{\circ}46'35''$ West 203.144 feet along said canal to the East right-of-way line of 1300 West Street which is also a point on a curve; thence Northeasterly 215.588 feet along a curve to the right, center bears South $62^{\circ}36'00''$ East with a central angle of $07^{\circ}35'23''$ and a radius of 1627.502 feet along said East right-of-way; thence Northeasterly 67.747 feet along a curve to the right, center bears South $55^{\circ}00'37''$ East with a central angle of $02^{\circ}23'06''$ and a radius of 1627.502 feet along said East right-of-way to a fence; thence South $44^{\circ}58'47''$ East 477.687 feet along a fence; thence South $46^{\circ}45'50''$ East 14.057 feet to a point 5.00 feet South of a fence; thence East 1057.39 feet parallel with and 5.00 feet South of said fence; thence South $08^{\circ}45'00''$ East 128.196 feet; thence North $89^{\circ}06'00''$ East 138.326 feet to the West bank of the Jordan River; thence Southerly 167.201 feet along a curve to the right, center bears South $68^{\circ}13'05''$ West with a central angle of $19^{\circ}08'28''$ and a radius of 500.493 feet along the West bank of said Jordan River to a point of reverse curvature; thence Southerly 453.141 feet along a curve to the left, center bears North $87^{\circ}21'32''$ East with a central angle of $21^{\circ}38'09''$ and a radius of 1200.00 feet along the West bank of said Jordan River to a point of

reverse curvature; thence Southwesterly 57.977 feet along a curve to the right, center bears $65^{\circ}43'23''$ West with a central angle of $111^{\circ}45'20''$ and a radius of 29.724 feet along the West bank of said Jordan River; thence South $87^{\circ}28'43''$ West 119.312 feet along the North bank of said Jordan River to a curve; thence Westerly 68.236 feet along a curve to the right, center bears North $02^{\circ}31'17''$ West with a central angle of $20^{\circ}13'35''$ and a radius of 193.293 feet along the North bank of said Jordan River to a point of reverse curvature; thence Westerly 131.893 feet along a curve to the left, center bears South $17^{\circ}42'18''$ West with a central angle of $17^{\circ}38'03''$ and a radius of 428.538 feet along the North bank of said Jordan River to a point of a compound curve; thence Westerly 127.056 feet along a curve to the left, center bears South $00^{\circ}04'15''$ West with a central angle of $24^{\circ}32'49''$ and a radius of 296.565 feet along the North bank of said Jordan River; thence North $89^{\circ}59'10''$ West 889.866 feet to the point of BEGINNING.