

13594

DECLARATION

OF PROTECTIVE COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND
MANAGEMENT POLICIES, AND PROVIDING FOR THE MAINTENANCE OF ROADS AND
COMMON AREAS APPLYING TO TIMPANOGOS MOBILE HOME PARK, OREM, UTAH

THIS DECLARATION, made on the date hereinafter set forth by Lavorn
Sparks hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, L&D Investment Inc. is the owner of the fee title of certain
property being developed as a Mobile Home Park, In UTAH COUNTY, STATE
OF UTAH, which is more particularly described as follows, to-wit:

Commencing at a point which is located North 1317.93 feet and
East 19.31 feet from the South quarter corner of Section 16,
Township 6 South, Range 2 East, Salt Lake Base and Meridian;
thence North 0° 06' West 647.87 feet; thence North 88° 12' East
315.00 feet; thence North 88° 06' East 972.00 feet; thence
South 1° 10' East 672.40 feet; thence South 89° 13' West
1299.01 feet to the point of beginning.

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held for leasing subject to the following covenants,
easements, conditions, restrictions and management policies, all of which
are for the purpose of enhancing and protecting the value, desirability
and attractiveness of the real property. These easements, covenants,
restrictions, conditions, and management policies shall run with the
real property and shall be binding on all parties having or acquiring
any right, title, lease or other interest in the described property or
any part thereof, and shall inure to the benefit and limit of each lessee
and all future owners thereof.

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ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to the Owner of Timpanogos Mobile Home Park, Orem, Utah, his successors and assigns.

Section 2. "Properties" shall mean and refer to the certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Declarant.

Section 3. "Common Area" shall mean all real property owned by the Declarant for the common use and enjoyment of the tenants of the Mobile Home Park.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded map of the Properties with the exception of the Common Area.

Section 5. "Tract Property" shall be considered in two classifications, namely, individual mobile home units and Common Area. Individual mobile home units shall conform to the basic overall plan for the properties.

Section 6. "Capital Improvement" shall include, but is not limited to, streets, water systems, sewer systems, and water meters.

ARTICLE II
RULES AND REGULATIONS

Section 1. All tenants must register at the office upon arriving; rents are payable in advance and are due on the first of the month. A late fee will be charged those who fail to pay within five working days after the first of the month unless other arrangements are made. No lease will be entered into for less than 30 days.

Section 2. When planning to check out, please notify the management as far in advance as possible. Tenants MUST check out at the office for clearance before vacating.

Section 3. No loud parties or other excessive noise will be allowed at any time. Radios and T. V.'s must not disturb other tenants.

Section 4. Drunkenness or immoral conduct will not be tolerated.

Section 5. Tenants will be charged for any damages caused by themselves or their children, pets, and guests for which they are responsible. The conduct in the park of such children, pets, and guests is also the responsibility of the tenant.

Section 6. No peddling, soliciting, or commercial enterprise is allowed in the park without permission from the management.

Section 7. If police are called on any disturbance, tenants responsible will move within five days.

Section 8. The management is not responsible for lost or stolen property, personal injury, or property damage sustained in the park.

ARTICLE III
MOBILE HOME SPACES

Section 1. Mobile homes must be parked on each lot in a uniform manner, and upon arrival in the park the attendant will instruct the driver as to the proper position for parking and assist him if necessary.

Section 2. The park attendant will check electric, water and sewer connections. In no case shall the plumbing be allowed to drain on the ground; and the tenant shall be responsible for providing APPROVED types of hose and connections from the trailer to the sewer, gas and water lines. All water lines must be wrapped with heat tape, and tenants shall keep drain pipes insulated where necessary.

Section 3. Each tenant must keep his yard neat or make arrangements for it to be kept. Check with the office for rules regarding planting of flowers, trees, and shrubs. Yards may not be dug up or disturbed nor may flowers, trees, bushes, and shrubs be removed without permission from the management. Tree trimming and pruning of shrubs belonging to the court must be left to the management.

Section 4. Excessive and unnecessary sprinkling or flooding of yards is not permitted. Leaking fixtures inside or outside of the trailer must be repaired.

Section 5. When a tenant fails to water or mow his lawn the management will make arrangements for it to be tended and a nominal fee will be charged the tenant.

Section 6. No washing machines, ironers or other appliances will be permitted to be installed on the patio unless patio is enclosed by jalousie or other similar material. Screening in will not be considered an enclosure.

Section 7. Each mobile home space must be kept neat and clean. No storage of bottles, cans, boxes, equipment, or trash around or under the mobile home will be allowed.

Section 8. Unless mobile homes are skirted with approved materials, pyramid type blocks or approved jacks must be used. Mobile home skirting must be approved by the management.

Section 9. Tenants are not permitted to trade spaces without first consulting the manager.

Section 10. Mobile homes are not to be sub-leased to anyone. If a trailer is sold, the space it occupies is not transferrable, and must be vacated.

Section 11. Umbrella-type clothes lines will be allowed in places designated by management. No other yard lines for drying clothes will be permitted.

Section 12. Oil drums must be located inside of storage shed furnished by park. No holes may be made in storage shed unless approved by the management.

Section 13. Parking of camping trailers and boats will be permitted in the area provided, but must be approved by the management.

Section 14. Television antennas shall be based in galvanized pipe approved by the management.

Section 15. Canisters or boxes for newspapers, etc. may not be attached to the street light posts but must be attached to your mobile home or step railing.

ARTICLE IV AUTOMOBILES

Section 1. Tenants shall park cars only in the designated areas. Cars may not be parked on lawns, patios, or on the street. Visitors may park on streets while visiting, providing parking time does not run into days or weeks. No more than two cars per home space will be permitted.

Section 2. No repairing or overhauling of cars is permitted on the mobile home lot or in the roadways.

Section 3. The speed limit in the park is set for your safety as well as that of others. Do not exceed it or allow your visitors and delivery men to do so when calling on you.

Section 4. No unlicensed person is allowed to drive a motor vehicle in the park, even though accompanied by a licensed driver.

ARTICLE V REFUSE DISPOSAL

Section 1. Every resident of the park has a responsibility for helping to keep the park clean and neat at all times. The proper disposal of refuse and garbage is especially important.

Section 2. All garbage must be wrapped and placed in the proper receptacles, and garbage cans must be kept in storage shed provided for same.

Section 3. Tenants must set garbage cans out on designated garbage collection days and return cans to storage sheds promptly after pickup is made.

ARTICLE VI PARK BUILDINGS AND FACILITIES

Section 1. Newspapers or other waste material must not be left in showers, toilet compartments or other parts of the building or park. Deposit in proper containers.

Section 2. No pets are allowed in park buildings at any time.

Section 3. No alcoholic beverages may be served or consumed in any park building.

Section 4. Small children must be accompanied by an adult when in utility or recreational buildings; and children of all ages must have adult supervision when using park facilities and equipment. Children are not permitted to play in the streets.

Section 5. Special rules for use of other conveniences and equipment provided by the park are available at project office.

ARTICLE VII

ANIMALS

Section 1. Permission must be obtained from the management to keep a pet in the park and then only one small house type pet is permitted.

Section 2. Having obtained permission to keep a pet, it must be kept on a leash at all times - whether being exercised or on private lot, and it must not be tied to trees, etc.

Section 3. Noisy or unruly pets or those that cause complaints will not be allowed to remain.

Section 4. Pets may be bathed on the individual's lot only.

ARTICLE VIII

PROPERTY RIGHTS

Section 1. Tenant's Easements of Enjoyment. Every tenant shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the lease to every assessed Lot, subject to the following provisions:

(a) the right of the Declarant to limit the number of guests or lessees;

(b) the right of the Declarant to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) in consideration of the sum of ten dollars (\$10.00), and the approval of the Timpanogos Mobile Home Park, and the requirements of the ordinances of Orem City, and other valuable consideration the property owner covenants with Orem City, a municipal corporation, and obligates the lands that are located within the Timpanogos Mobile Home Park as follows:

In the event the property owner of the mobile home park, or its authorized agents or assigns at any time do not maintain the Common Area in said mobile home park in accordance with maintenance practices of Orem City in the care of its parks, then in the event, Orem City, a municipal corporation, may provide maintenance and care of said Common Area and shall have the right each time there is a failure to so maintain, to file a lien on the property in said Timpanogos Mobile Home Park, and if said lien is not paid within 30 days after the date of the filing of the lien, thence Orem City, a municipal corporation may foreclose the same and the parties to this Declaration of Protective

Covenants, Easements, Conditions, Restrictions, and Management Policies, and providing for the Maintenance of Roads and Common Areas applying to Timpanogos Mobile Home Park, Orem, Utah and do hereby consent to a judgement against the property, and property owner and his heirs and assigns, and the successors of the owner for any costs at any time in connection with maintenance and repair incurred by Orem City, a municipal corporation, in connection with the maintenance and repair of said Common Area, together with costs and reasonable attorney fees; that each failure to maintain or repair said Common Area shall entitle Orem City, a municipal corporation, to the right to file a lien and enforce the same as herein above stated, together with costs and reasonable attorney fees.

(d) the right of the Declarant to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, subject to Orem City lien rights set forth in Article IV, Section 1, Paragraph (c), and the rights of such mortgagee in said properties shall be subordinate to the rights of the lessee hereunder;

(e) the right of the Declarant to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon.

Section 2. Delegation of Use. Any tenant may delegate, in accordance with the lease, his right of enjoyment to the Common Area and facilities to the members of his family.

Section 3. Right of Inspection by Orem City. Orem City shall have the right at any time it sees fit to inspect any part or portion or thing connected in any way with any city street, water system, sewer system, and Common Area in the Timpanogos Mobile Home Park.

ARTICLE IX

MAINTENANCE OF ROADS AND COMMON AREAS

The Court Manager will be responsible for all roads, common areas and other public facilities. Lease fees on the lots include reasonable charges to insure the utmost beauty, and cleanliness of common facilities will be maintained. Common areas are set aside for the use and enjoyment of all tenants within the project. An open space easement is granted to the City over all common open areas as shown on the master plan as approved by the City to guarantee that no mobile homes or other permanent structures will ever be constructed in these areas.

ARTICLE X

EASEMENTS

There is hereby reserved an easement for travel, for utilities, for installation of utilities and maintenance of streets and utilities consisting of 15.00 feet on both sides of the center line of any platted road or street within the boundaries of Timpanogos Mobile Home Park, Orem, Utah. There is also reserved an easement across each lot for installation and maintenance of utilities.

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ARTICLE XI

LIENS

The tenant further agrees that the Statutes of the State of Utah, 78-36 U. C. A. 1953, shall be applicable to the parties herein. Landlord shall have a lien upon any and all property upon the trailer space, which lien shall be enforceable against said property for any unpaid rentals or any sums due under this agreement. The tenant further agrees to pay all costs, including a reasonable attorney's fee for the enforcement of any provision hereof.

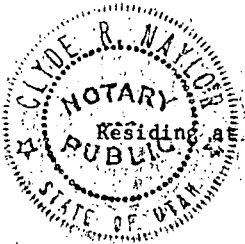
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 20th day of MARCH, 1970.

OWNERS

LAVORN G Sparks

STATE OF UTAH)
 : S. S.
COUNTY OF UTAH)

On the 20th day of MARCH, 1970, personally appeared before me Lavorn Sparks the signer of the within instrument who duly acknowledged to me that he executed the same.



OREM, UTAH

Clyde R. Naylor
NOTARY PUBLIC

My Commission Expires 4-5-72

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13594

ENTRUSTED AT REQUEST OF
Lavorn G Sparks
SKINER
PLATES

NINA B. REID

CLERK
JAN COUNTY DEPUTY

Utah County Recorder
DEC 29 3 11 PM '70

ABSTRACTED _____ SEC.

PROOF READ _____ TP

INDEXED _____ R

FILED _____ M.V.I. TU

Fee 500

Russell Thorsen
Prom City Engineer Dept
Orem