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By PALISADES OWNERS ASSOCIATION



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The Palisades Owners Association
PO Box 17984043
Lehi, UT 84043

**Record against the property
described in Exhibit A**

RESTATED

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND PROTECTIVE COVENANTS
OF
THE PALISADES OWNERS ASSOCIATION**

A Utah nonprofit corporation

Effective November 20, 2024

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**RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND PROTECTIVE COVENANTS
OF
THE PALISADES**

This Restated Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades (this "Declaration") governs the planned unit development for single-family homes in Washington County, Utah, known as "The Palisades."

RECITALS

1. The Declarant (defined below) was the owner of the real property located in Ivins, Washington County, Utah, described in the attached Exhibit A.
2. The Declarant subdivided and developed the property described in the attached Exhibit A into a first-class residential community and conveyed the property subject to a regime of covenants, conditions, easements, and protective covenants to govern the property.
3. The Palisades Owners Association, a Utah nonprofit corporation ("Association"), desires to continue the regime of covenants, conditions, easements, and protective covenants governing the property described in the attached Exhibit A.
4. This Declaration supersedes and replaces the following in their entirety:
 - 4.1 Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades, recorded with the Washington County Recorder on October 6, 2005, as Entry No. 00976600 in Book 1799 at Page 1425 (the "Original Declaration");
 - 4.2 Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades of The Palisades, recorded November 3, 2006, as Doc. No. 20060051248; and
 - 4.3 Any other amendments, supplements, or annexing documents to the covenants, conditions, easements, and protective covenants of The Palisades, whether or not recorded with the Washington County Recorder.
5. In accordance with Section 12.2 of the Original Declaration and Utah Code § 57-8a-104(1)(i)(A), this Declaration was approved by the notarized signatures of not less than 67% of the Owners, which were obtained within a 180-day period and are attached hereto as Exhibit B.

DECLARATION

1. **Definitions.** The capitalized terms in this Declaration have the meanings set forth in this Section. The definitions in the Association Act supplement the definitions in this Declaration. If there is any conflict between a definition in this Declaration and a definition in the Association Act, the more specific and restrictive definition shall apply.
 - 1.1 "Association Act" means the Utah Community Association Act, Utah Code § 57-8a-101 et seq., as amended from time to time.
 - 1.2 "Architectural Control Committee" or "ACC" is defined in Section 5.1.

- 1.3 “**Architectural Guidelines**” is defined in Section 7.1.
- 1.4 “**Association**” means The Palisades Owners Association, its successors, and assigns. The Association is a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Utah Code § 16-6a-101 et seq., as amended from time to time.
- 1.5 “**Board**” means the Board of Directors, which is governing body of the Association.
- 1.6 “**Common Area**” means that portion of the Property shown on the Plats as common areas including the landscaping along Park Avenue, any entry features constructed on the Property, and the wall along the east boundary of the Property. The Association owns the Common Area, which is dedicated to the common use and enjoyment of the Owners in accordance with this Declaration.
- 1.7 “**Declarant**” means Hart of Dixie, L.C., a Utah limited liability company, its successors, and assigns (references to Declarant are for historical purposes and context).
- 1.8 “**Declaration**” means this instrument as amended from time to time in accordance with Section 14.
- 1.9 “**Director**” means a member of the Board.
- 1.10 “**Easement Areas**” mean the areas along the boundaries of each Lot, as indicated on the Plats, which are subject to the easements in Section 2.2.
- 1.11 “**Final Approval**” is defined in Section 5.3.
- 1.12 “**Governing Documents**” is defined in § 57-8a-102(11) of the Association Act, and the Governing Documents include this Declaration and the Plats, Articles of Incorporation, Bylaws, and Rules (which include the Architectural Guidelines).
- 1.13 “**Home**” means a detached, single-family dwelling designed and used for occupancy by a single family and located on a Lot.
- 1.14 “**Lot**” means a separately numbered and individually described tract of land shown and labeled on the Plats as a Lot. There are 57 Lots.
- 1.15 “**Member**” means a member of the Association. As set forth in Section 8.1, every Owner is a Member.
- 1.16 “**Original Declaration**” means the Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades, recorded with the Washington County Recorder on October 6, 2005, as Entry No. 00976600 in Book 1799 at Page 1425.
- 1.17 “**Owner**” means the individual or entity who is the owner of record of fee simple title to a Lot, or, if multiple individuals or entities are the owners of record of fee simple title to a Lot, then such co-owners collectively constitute the “Owner” of the Lot. Notwithstanding any interpretation of law, “Owner” does not include a Mortgagee unless and until the Mortgagee acquires fee simple title to the Lot by foreclosure sale, trustee’s sale, or deed-in-lieu of foreclosure.
- 1.18 “**Plats**” means the subdivision plat for The Palisades Phase 1, recorded with the Washington County Recorder on October 6, 2005, as Entry No. 00976599 in Book 1799 at Page 1424; and the subdivision plat of The Palisades - Phase 2, recorded on November 3, 2006, as Doc. No. 20060051247; and any replacements or additions to these subdivision plats.

- 1.19 **“Property”** means that certain real property described on Exhibit A.
- 1.20 **“Rule”** is defined in § 57-8a-102(25) of the Association Act. The Association’s Rules include the Architectural Guidelines.
- 1.21 **“Work”** is defined in Section 5.1.
2. **Grant.**
- 2.1 **Declaration Binding on Successors; Runs with Land.** All the Property is and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the restrictions, covenants, conditions, easements, and protective covenants in this Declaration. Each grantee or purchaser of a Lot takes his or her interest in the Lot subject to this Declaration. All restrictions, covenants, conditions, easements, and protective covenants in this Declaration run with the land and inure to the benefit, and burden the estate, of each successor in interest of each Lot.
- 2.2 **Easement Areas.** In the Original Declaration, the Declarant granted an easement in the Easement Areas on each Lot, as set forth on the Plats, for installation, operation, and maintenance of utilities and drainage lines, pipes, and similar facilities. Each Owner continues to grant such an easement in Easement Areas on the Owner’s Lot. The easements indicated on the Plats continue to be perpetually reserved for public utilities and for any other uses as designated on the Plats or set forth in this Declaration.
3. **Common Area.**
- 3.1 **Title to Common Area.** The Association owns fee simple title to the Common Area, subject to this Declaration and all easements and rights-of-way of record. The Association covenants and agrees to maintain the Common Area in good repair and condition, and at all times to operate the Common Area at the expense of the Association.
- 3.2 **Owner’s Right to Use Common Area.** Every Owner has a right and easement of use and enjoyment in and to the Common Area.
- 3.3 **Owner’s Right to Common Area; Restrictions on Rights.** The rights and easements granted to each Owner in this Section are appurtenant to and pass with title to the Lot owned by the Owner and are subject to:
- 3.3.1. the right of the Association to suspend the voting rights of a Member:
- (a) for any period during which any assessment or portion thereof against the Member or the Member’s Lot remains unpaid; or
 - (b) for any period that the Member is in violation of this Declaration or the Rules;
- 3.3.2. the right of the Association to grant easements across the Common Area and Easement Areas for public utilities or other public purposes consistent with the intended use of the Common Area or Easement Areas;
- 3.3.3. the right of the Association to take any and all reasonable actions to protect the Common Area against foreclosure or to remove any encumbrances existing or claimed to be existing with respect to the Common Area;
- 3.3.4. this Declaration and the Rules.

- 3.4 Care and Maintenance of Common Area. The Association is responsible for the maintenance, repair, and replacement of the Common Area. The Association may, in accordance with § 578a-224 of the Association Act, (i) access Lot from time to time during reasonable hours, as necessary for the maintenance, repair, or replacement of any of the Common Area; or (ii) for making an emergency repair.
- 3.5 Damage to Common Area. An Owner shall repair any damage to the Common Area or to the personal property owned by the Association caused by the Owner or the Owner's agents, guests, tenants, or invitees. If the Owner fails to make the required repairs, the Association may make such repairs, and the responsible Owner shall be obligated to the Association the amount of the cost of repair plus interest at the rate of 15% per annum established from time to time by the Association as part of the Rules. Any amount owed to the Association as a result of the repair of the damage to the Common Area shall be an assessment charged solely to responsible Owner.
4. Use Restrictions.
- 4.1 Rules. The Board may, in accordance with § 57-8a-217 of the Association Act, adopt and change Rules. Rules shall not be inconsistent with this Declaration or the Association Act, including § 57-8a-218 of Association Act. Except in the case of imminent risk of harm to the Common Area, an Owner, an occupant of a Lot, or a Home, the Board shall give at least 15 days advance notice of the date and time the Board will meet to consider adopting or changing a Rule. The Board may provide in the notice a copy of the particulars of the Rule under consideration. Any adoption or change of the Rule is only disapproved if Member action to disapprove the Rule is taken in accordance with § 57-8a-217 of the Association Act.
- 4.2 Residential Use. Use of a Lot is limited exclusively to residential purposes and for no other purposes. No professional, business, or commercial use shall be made of any Lot, except that the restrictions in this Section shall not be construed to prohibit an Owner or an Owner's tenant from any of the following if and to the extent permitted by applicable law:
- 4.2.1. Maintaining a personal professional library, office, or study in the Home for an Owner's or resident's own use;
- 4.2.2. Keeping personal business or professional records or accounts in the Home; or
- 4.2.3. Handling personal, business, or professional telephone calls; electronic communications; or correspondence from the Home but only if no clients, customers, prospects, or other people come to the Lot in connection with the business or profession.
- 4.3 Leases. An Owner may lease (rent) the Owner's Lot in accordance with this Section. Every lease or rental agreement shall be in writing. An Owner shall provide written notice to the Association of any lease of the Owner's Lot, and the notice shall state the names of the tenants and the term of the lease and contact information. No Lot shall be leased on a daily, weekly, or monthly basis. An Owner leasing a Lot shall allow the Owner's tenants to park in the garage of the Home and the driveway of the Lot. Each tenant shall abide by the terms of the Governing Documents, and each tenant of an Owner and the Owner are jointly and severally liable for a violation of the Governing Documents. Except for an internal accessory dwelling unit (ADU) that complies with § 57-8a-209(10) of the Association Act, the leasing of less than an entire Lot is prohibited. Laws and regulations regarding accessory dwelling units (ADU) have changed in the past few years. Additional changes may be expected. The Association will comply with all relevant ADU laws and regulation.

4.4 Lot Size. The area of each Lot established by the Plats constitutes the minimum size of the Lot, and no Owner may further subdivide or adjust the boundary lines of any Lot.

4.5 Care and Maintenance of Lot and Home. Each Owner shall keep the Owner's Lot free from noxious weeds (defined in Section 4.9), rubbish, and litter. All Homes and other permitted structures, landscaping, and improvements shall be maintained in good condition and repair at all times in a manner that, in the judgment of the Board does not detract from the appearance of the Lot or the Home located thereon and does not adversely impact the value, appearance, or use of any other Lot or Home. Each Owner shall be responsible for the maintenance, repair, and replacement of the Owner's Lot. If any Owner fails to perform required maintenance, repair, or replacement, the Board may, but is not obligated to, cause all required maintenance, repair, and replacement to be performed on the Lot and Home, and the cost, plus interest at the 15% per annum, shall be added to and become part of any assessment to which such Lot is subject.

4.6 Restrictions on Easement Areas and Setback Areas. Except as permitted in Section 7.2, no building or other structure shall be built or maintained within the setback areas specified in Section 7.2. No improvement, planting, or other material shall be placed or permitted to remain within the Easement Areas that may damage or interfere with the installation, maintenance, or replacement of utilities in the Easement Areas; change the direction or flow of drainage channels in the Easement Areas; or obstruct or retard the flow of water through drainage channels in the Easement Areas. The Easement Areas on each Lot and all improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot at the Owner's cost and expense, except for those improvements for which a governmental entity or utility company is responsible, or for those improvements that the Association agrees to maintain and include in the budget. The Owner of each Lot shall, from time to time as may be reasonably required, grant additional rights over, across, on, under, and upon the Easement Areas for such additional utilities and communication information services as may be provided from time to time by a public authority, public or private utility company, or the Association. Given the rapid change in the nature and types of utility and communication services, this provision shall be construed liberally to facilitate the access of all Owners to available utilities, communication, media, information services, and similar services, whether known or unknown, anticipated or unanticipated.

4.7 No Hazardous or Illegal Activities. No activities shall be conducted or improvements constructed on the Property that are or might be illegal or unsafe or hazardous to any person or to any other real or personal property. Without limiting the generality of the foregoing, the discharge of firearms upon the Property is prohibited, and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

4.8 Vehicles and Parking.

4.8.1. Definitions.

- (a) Vehicle. Unless defined otherwise by Rule, the term "vehicle" means any device designed to transport individuals or objects or both, including cars, vans, buses, tractor, sport-utility vehicles, trucks, motorcycles, minibikes, self-propelled scooters, recreational vehicles, off-highway vehicles, all-terrain vehicles, snowmobiles, watercrafts, and trailers of any type. The term "vehicle" does not include any vehicles that are primarily designed for the use of children and are not self-propelled.

- (b) Recreational Vehicle. Unless defined otherwise by Rule, the term “recreational vehicle” means any vehicle primarily designed as a temporary dwelling for travel, recreation, or vacation use that is either self-propelled or pulled by another vehicle. “Recreational vehicle” includes motorhomes, camping trailers, camping vans, fifth wheels, travel trailers, and popup trailers.
- 4.8.2. Parking and Storage. All vehicles shall be parked or stored within garages, driveways, or other paved parking areas on a Lot. Parking or storing any vehicle in any yard or on any sidewalk within the Property is prohibited. Parking or storing any vehicle on a street within the Property is also prohibited, except that: (a) visitors of Owners or tenants may temporarily park on streets; and (b) recreational vehicles or moving vans may be parked on a street for not more than two days, but only for purposes of loading and unloading such vehicles. Recreational vehicles, buses, off-highway vehicles, all-terrain vehicles, snowmobiles, watercrafts, trailers, or other similar vehicles shall not be parked or stored upon any Lot except within an enclosed garage or enclosed outbuilding approved by the Architectural Control Committee. Vehicles over 9,000 pounds gross axle weight (GAW) shall not be stored on any street or vacant Lot.
- 4.8.3. Operation of Vehicles. Only individuals with a valid driver license are allowed to operate vehicles for which a driver license is required and only on streets. Such vehicles shall not be operated on any other part of the Property and may only be operated for purposes of ingress, egress, loading, and unloading, and access and not for recreational purposes.
- 4.8.4. Inoperable Vehicles. Unless a Rule provides otherwise, inoperable motor vehicles are not permitted within the Property. An “inoperable motor vehicle” means any motor vehicle that is unable to operate in a normal manner upon the streets under its own power or any vehicle that is required to be licensed or registered but is not licensed or registered for a period of six weeks or more.
- 4.8.5. Rules. The Association may adopt Rules regarding vehicles within the Property, including Rules that further restrict or prohibit the use or placement of such vehicles.
- 4.9 Weed Control. To minimize noxious weeds, fire, and other hazards to surrounding Lots and other surrounding properties, each Owner shall control the growth and proliferation of noxious weeds and other plants that quickly spread on the Owner’s Lot and shall otherwise comply with any applicable law pertaining to the removal and/or control of noxious weeds. If the Owner does not control the noxious weeds, the Association shall have the power to remove and control the weeds and assess the costs to the Owner, with interest if not promptly paid. “Noxious weeds” means any plants that are injurious to public health, crops, livestock, land, or other property or that constitute a fire hazard.
- 4.10 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or any other part of the Property, nor shall anything be done thereon that may be or may become an annoyance to adjoining Lots or other surrounding properties. No outdoor clothes drying or storage of any articles that are visible from any public street shall be permitted. No clutter, debris, or other such materials shall be permitted that are visible from any street. No Lot shall be used in a manner that endangers the health or disturbs the reasonable enjoyment of any other Lot.
- 4.11 Safe Condition. Without limiting any other provision of this Declaration, each Owner shall maintain and keep the Owner’s Lot at all times in a safe, sound, and sanitary condition and repair

and shall correct any condition or refrain from any activity that might interfere with the safety or reasonable enjoyment of other Owners of their respective Lots.

- 4.12 Oil and Mining Operations. No oil drilling, oil-development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, in, or under the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation, or shaft be permitted upon, in, or under the Property.
- 4.13 Animals. No livestock, poultry, or any other kind of animal shall be raised, bred, or kept on any Lot or other party of the Property, except that dogs, cats, birds, or other household pets, two or less in total number, may be kept on each Lot if they are not raised, bred, or kept for any commercial purpose. All animals permitted by this Section shall be strictly controlled and raised, bred, and kept in accordance with all applicable law and shall be on a leash or inside a fence when outside the Owner's Home. The Board may by Rule make this Section more restrictive.
- 4.14 Garbage and Refuse Disposal. No Lot or other part of the Property shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage, or other waste. Trash, rubbish, rubble, garbage, or other waste on a Lot or within the Property shall be kept only in sanitary containers inside a structure or in the side yard behind a wall, except when placed for collection. No rubbish, trash, papers, junk, or debris shall be burned upon the Property, except that trash may be burned in accordance with applicable law inside Homes that are properly equipped with inside incinerator units.
- 4.15 Construction of Home to Commence Within Ten Years. Notwithstanding any other provision of this Declaration, an Owner must commence construction of a Home on the Owner's Lot not later than the 10th anniversary of the date the Declarant first deeded the Lot to an unaffiliated individual or entity. Any Lot that is in violation of the foregoing requirement shall constitute an unimproved Lot and shall be subject to the assessment on unimproved Lots in Section 9.8.
- 4.16 Signs; Religious and Holiday Displays. No signs, billboards, symbols, decorations, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property, except:
- 4.16.1. Unless prohibited or restricted by Rule, one for-rent sign not larger than two square feet.
- 4.16.2. One for-sale sign not larger than two square feet. The Association may by Rule, in accordance with § 57-8a-218(5) of the Association Act, further regulate the posting of for-sale signs.
- 4.16.3. Political signs (defined in § 57-8a-102(21) of the Association Act) not larger than four square feet. The Association may by Rule, in accordance with § 57-8a-218(4) of the Association Act, further regulate the posting of political signs, but not the content of political signs.
- 4.16.4. Religious or holiday signs, symbols, and decorations. The Association may by Rule, in accordance with § 57-8a-218(3) of the Association Act, further regulate the display of religious or holiday signs, symbols, and decorations.
- 4.16.5. The temporary construction sign required by the Architectural Guidelines.

Nothing in this Section prohibits or restricts the Association from posting signs or displaying symbols or decorations within Common Area.

4.17 Display of Flags. The only flags that may be displayed within a Lot are one flag of the United States as defined in United States Code Title 4, Chapter 1, and one state flag of Utah as defined in Utah Code § 63G-1-501. Such flags shall not be displayed unless the display is (a) consistent with the United States Code Title 4, Chapter 1; (b) from a staff, pole, or window; and (c) consistent with the Architectural Guidelines. The display of any flag within the Common Area is prohibited.

5. Architectural Control Committee.

5.1 Establishment of ACC. The architectural control committee (the “**Architectural Control Committee**” or “**ACC**”) has been established for the purposes set forth in this Section 5, including to approve all aspects of the excavation, construction, and remodeling of the buildings or other structures, landscaping, or other improvements on the Lots.

5.1.1. Composition of the ACC. The ACC shall consist of three members. The members shall be three Directors or three other individuals appointed by the Board.

5.1.2. ACC Meetings. The Board shall adopt Rules for the conduct of ACC’s proceedings and for the carrying out of the ACC’s duties, and the ACC may fix the time and place for regular meetings and such extraordinary meetings as may be necessary and may keep written minutes of its meetings. The ACC shall, by a majority of the votes of its members, elect one of its members as chairperson and one of its members as secretary, and the duties of each shall be such as usually appertain to such offices. Notice of meetings shall be given to Owners who have made written application to the ACC for approval of plans and specifications. Decisions of the ACC shall be documented in writing or electronic communications.

5.1.3. Compensation; Reimbursement. The members of the ACC shall not receive compensation. But the members are entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any function or duty of the ACC. Professional consultants retained by the ACC shall be paid such compensation as the ACC determines.

5.2 Changes to Architectural Guidelines. The Board may make changes to the Architectural Guidelines as needed. Owners shall be notified by email at least fifteen (15) days prior to an open meeting where the proposed changes to the Architectural Guidelines will be described and where owners will have the opportunity to express their views to the Board. The Board will then make their decision regarding the proposed changes. Owners will be notified by email of any changes adopted by the Board within fifteen (15) days of the meeting. Amendments to the Architectural Guidelines will be posted on the Association’s website.

5.3 ACC Approval Required. No building or other structure or thing shall be placed, erected, constructed, or installed on any Lot and no improvements or other work, including staking, clearing, excavating, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping shall take place on Lot, and no exterior apparatus shall be affixed to any structure existing on any Lot (all of the foregoing is collectively referred to as the “**Work**”) without the Final Approval of the ACC.

5.4 Plans and Specifications. An Owner proposing any Work on a Lot shall submit to ACC: (a) one complete set of the plans and specifications for the Work to the ACC; (b) a site plan of the Lot showing proposed grading, lighting, landscaping (included the landscape plan required by the Architectural Guidelines), walls, and all lighting, indicating the exact part of the site that the

Work will cover; (c) an completed application form; and (d) such supporting material, such as samples of exterior building materials, as required by the Architectural Guidelines or that the ACC deems necessary or appropriate. The ACC may return without review any plans and specifications that do not include all the above items. No Work shall commence unless and until the ACC gives its written approval that such plans and specifications comply with this Declaration and with the Architectural Guidelines (“**Final Approval**”).

- 5.5 Standards Governing Final Approval. The ACC may refuse Final Approval of any plans and specifications and may, in so doing, consider the suitability and location of the proposed Work, the harmony of the Work with the surroundings, and the effect of the Work on the outlook from adjacent or neighboring properties. The ACC is entitled but not obligated to maintain stucco samples, sample roofing materials, slate, stone, and cultured stone that are approved by the ACC.
- 5.6 Changes After Final Approval. If an Owner desires to make any change to the Owner’s submissions after Final Approval, the Owner shall submit any such change to the ACC for another Final Approval in the same manner as for Final Approval of the Owner’s original plans and specifications. The Owner shall not proceed with any change until the Final Approval of the change.
- 5.7 Failure of ACC to Approve. If the ACC fails to give Final Approval of any plans and specifications within 60 days after the submission of the plans and specifications to the ACC, then the plans and specifications shall be deemed disapproved.
- 5.8 Final Approval Does Not Constitute Waiver. The Final Approval of ACC of any plans and specifications for any Work shall not constitute a waiver of any right of the ACC to disapprove any similar plans or specifications subsequently submitted.
- 5.9 Variances. The ACC may, on a case-by-case basis, grant variances from compliance with any provision of the Architectural Guidelines when unique circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental conditions require. A variance shall not be effective unless it is: (a) requested in writing as part of the submissions to the ACC under Section 5.3, (b) granted by the ACC in writing as part of its Final Approval; and (c) consistent with this Declaration. Granting a variance shall not constitute a waiver of the ACC’s right to deny a variance in other circumstances. The inability to obtain approval of any governmental entity, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
- 5.10 Indemnification. The Association shall indemnify, defend, and hold the members of the ACC harmless from and against any claim, action, loss, or liability arising in connection with their approval or rejection of any plans and specifications except for their gross negligence or willful misconduct.
- 5.11 Limitation on Claims. The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made by or on behalf of an Owner. Any errors or omissions in the design of any Work and any violation of law is the sole responsibility of the Owner and the Owner’s designer, architect, or contractor. The ACC’s review and Final Approval shall in no way be concerned with structural or mechanical integrity or soundness of any improvements.

6. Governmental Approval.

- 6.1 Permits and Approvals Required. No Work shall occur until the Owner obtains all required governmental permits and approvals for any of the proposed Work. The ACC's Final Approval of proposed Work shall not constitute any assurance that an Owner can obtain any required governmental permits or approvals.
- 6.2 Governmental Approval Not Binding on ACC. The granting of a governmental permit or approval with respect to any matter shall not bind the ACC or otherwise affect the power of the ACC to approve or disapprove any such matter.

7. Design Restrictions.

- 7.1 Purpose and Intent. In order to promote a harmonious community development and protect the character of the neighborhood, the provisions of this Section, together with the guidelines established by the Board (the "Architectural Guidelines") apply to the Property. The Architectural Guidelines include standards for guidance in approval or disapproval of plans and specifications by the ACC. The intent of the Architectural Guidelines is to ensure that Homes, landscaping, and other improvements on each Lot harmonize with the natural surroundings of the Property and prevailing architecture of the created environment of the Property. The architectural styles of the Homes shall be similar to those in the Palisades and follow the Architectural Guidelines. The Architectural Guidelines enhance the value of the Property and of each Lot through the control of site planning, architecture, and landscape elements.
- 7.2 Setback Areas. The following constitute the minimum setback areas on each Lot. All measurements shall be made from each point on the applicable Lot boundary line to the nearest point on the foundation, porch, deck, or other extension of any building or other structure, whichever is nearer to such Lot line.
- 7.2.1. For Lots 1 through 6, the setback areas are 35 feet in front, 10 feet on each side, and 25 feet in the rear. Notwithstanding anything on the Plats to the contrary, a structural column supporting a patio cover may extend to within 20 feet of the rear property line if it is 25 feet or more from the nearest side Lot line, and a courtyard wall not exceeding 5 feet exclusive of the gate and gate surround may extend to within 25 feet of the front Lot line.
- 7.2.2. For Lots 7 through 57, the setback areas are 35 feet in the front, 10 feet on each side, and 35 feet in the rear. Notwithstanding anything on the Plats to the contrary, a structural column supporting a patio cover may extend to within 25 feet of the rear Lot line if it is 25 feet or more from the nearest side property line, and a courtyard wall not exceeding 5 feet exclusive of the gate and gate surround may extend to within 25 feet of the front Lot line.
- 7.3 Permitted Structures. The only building or other structure that is permitted on each Lot is a Home with an enclosed private garage, and, with the Final Approval of the ACC, a detached pool house, casita, studio, or garage. Permitted uses of a detached pool house, casita, studio, or garage are limited to housing of family or guests, storage of vehicles, hobbies, or related activities or for use as a pool house. No detached storage building is permitted, but storage space is allowed in detached garages. Unless otherwise defined in the Architectural Guidelines, a "detached" pool house, casita, studio, or garage, means a pool house, casita, studio, or garage is not physically connected to the Home. See section 4.3 regarding ADU's.

- 7.4 Permitted Dwellings. Except for Homes and the other buildings permitted in Section 7.3, no building or structure on a Lot and no vehicle or tent shall be used at any time as a temporary or permanent residence or dwelling.
- 7.5 Prohibited Structures. No other buildings or other structures, whether temporary or permanent, are permitted on a Lot, including dome structures, log homes, earth or berm homes, mobile homes, carports, partially enclosed garages, sheds, tents, shacks, coops, and tool buildings. No old or second-hand buildings or other structures shall be moved onto or erected or placed on any Lot at any time.
- 7.6 Facades. The facade of each Home shall be of stucco, with accents of stone, cultured stone, slate, or other material, as approved by the ACC. The ACC may, however, determine that plans and specifications possess sufficient character and quality without the stone or slate accents.
- 7.7 Roofs. Homes on Lots 1-32 are required to have flat roofs. Homes on Lots 33-57 may have flat or pitched roofs.
- 7.8 Perimeter Wall. Without the ACC's Final Approval, no Owner or any other individual or entity may alter the perimeter wall that the Declarant constructed along the eastern boundaries of Lots 1-6 and along portions of the western boundary of the Ivins City Park identified on the Plats for The Palisades Phase 1, except that a higher wrought-iron fence may be constructed to protect a pool area or restrain pets with the ACC's Final Approval, which may be withheld at its sole discretion. The Association shall maintain, repair, and replace the east perimeter wall. But any wrought iron fence installed by an Owner shall be maintained by the Owner of the Lot on which the fence is located.
- 7.9 Soils and Foundation. The ACC may require an Owner to obtain a soils test and recommendation regarding the foundation for the Home to be located on the Lot from a Utah-licensed engineer before commencing any construction of a Home on the Lot. The ACC may require that the Owner obtain a soils test and recommendation on foundation before Final Approval. Furthermore, the ACC may condition Final Approval on the Owner following the recommendations in the soils test and foundation recommendation.
8. Association Membership; Voting.
- 8.1 Membership. Every Owner is a Member of the Association, and membership is mandatory. The Association has no other classes of membership. Membership is appurtenant to and is not separable from the Lot to which it appertains. A record owner's interest in a membership automatically transfers upon transfer of title by the record owner to another individual or entity.
- 8.2 Voting. A Member has one vote for each Lot the Member owns. When more than one individual or entity owns an interest in a Lot, they collectively constitute one Member. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any individual or entity owning an interest in a Lot, whether in person or by proxy or ballot, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made before that meeting, or verbal objection is made at that meeting, by another individual or entity owning an interest in the same Lot. If an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

9. Operation of Association; Budget; Reserve; Assessments.

- 9.1 Creation of Association. The Association exists as a nonprofit corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act, Utah Code Ann. Section 16-6-18 et seq. Utah law. The Association is governed by Articles of Incorporation, Bylaws, and this Declaration.
- 9.2 Directors. There shall be no less than three (3) or more than seven (7) Directors of the Association. A majority of the Owners of Lots shall elect and appoint the Directors, which shall thereafter be vested with the powers described in this Declaration and shall have jurisdiction over all of the Property subject to these restrictions, covenants and conditions.
- 9.3 Books, Records, and Audit. The Association shall maintain current copies of this Declaration, its Articles and Bylaws, the Architectural Guidelines, as well as its own minutes, books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.
- 9.4 Budget. At least annually, the Board shall prepare and adopt a budget for the Association, and the Board shall present the budget at a meeting of the Members. A budget presented by the Board is only disapproved if Member action to disapprove the budget is taken in accordance with § 578a-215 of the Association Act.
- 9.5 Reserve; Reserve Analysis.
- 9.5.1. Reserve. The Association shall maintain a reserve fund in accordance with § 57-8a-211 of the Association Act. In formulating the budget each year, the Board shall include a reserve line item in accordance with § 57-8a-211(6) of the Association Act.
- 9.5.2. Reserve Analysis. The Board shall, in accordance with § 57-8a-211 of the Association Act, cause a reserve analysis to be conducted no less frequently than every six years and review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years. The Association shall annually provide Owners with a summary of the most recent reserve analysis or update and provide a copy of the complete reserve analysis or update to an Owner who requests a copy.
- 9.6 Assessments. Each Owner of any Lot by acceptance of a deed or otherwise acquiring title to the Lot, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the Association all assessments imposed by the Association, together with fees, charges, and costs associated with collecting an unpaid assessment, including court costs and reasonable attorney fees, late charges, interest, and any other amount the Association is entitled to recover under this Declaration and the Association Act.
- 9.6.1. All assessments and other amounts shall be the personal obligation of: (i) the Owner of the Lot at the time when the assessment fell due; and (ii) successors-in-title who took title to the Lot when assessments were due and payable.
- 9.6.2. If a Lot is owned by more than one individual or entity, each such individual or entity shall be jointly and severally liable to pay such assessment.

- 9.7 Purpose of Assessments. The assessments levied by the Association shall be used by the Association to promote the common health, safety, benefit, and welfare of the Owners and for the improvement, maintenance, repair, and preservation of the Common Area. The assessments must provide for the payment of taxes on the Common Area; the payment of the cost of repairing, replacing, and maintaining the Common Area; the payment of insurance maintained by the Association and insurance deductibles; the payment of administrative expenses of the Association; the establishment of a reserve account for repair, maintenance and replacement of the improvements to the Common Areas; and the payment of any other amount that is necessary or desirable for the Association to perform or fulfill its obligations, functions, or purposes.
- 9.8 Annual Assessments. Each Owner shall pay the Association an annual assessment, which is an annual charge against each Owner and the Owner's Lot to satisfy the common expenses of the Association. The common expenses of the Association are those expenses the Association is responsible for under the Governing Documents, including the actual and estimated costs of maintenance, repair, replacement, and improvement of the Common Area; costs of management and administration of the Association; costs of any utilities; and the costs of any other items incurred by the Association for any reason in connection with the Property, for the benefit of all of the Owners.
- 9.8.1. Annual assessments shall be based on the budget prepared by the Association. Failure to promulgate a budget shall not constitute a waiver by the Association of the right to collect annual assessments or a basis by any Owner to refuse to pay.
- 9.8.2. At least 30 days before December 31 of each year, the Association shall give written notice of the annual assessment for the upcoming year to each Owner. Delivery of such notice is not a condition or requirement to validity of the assessment.
- 9.8.3. The Board shall establish the due dates of annual assessments.
- 9.8.4. The Association shall prepare a roster of the Lots and the annual assessments applicable thereto at the same time that it sets the amount of the annual assessment, maintains the roster and records the payments of annual assessments.
- 9.9 Special Assessments. In addition to the annual assessments, the Association may levy special assessments to defray, in whole or in part, the cost of any extraordinary expense, such as construction, reconstruction, repair, or replacement of all or part of the Common Area or other projects. If the amount of the special assessment is less than 50% of the annual operating budget, the Board can authorize the special assessment. If the amount of the special assessment is greater than 50% of the annual operating budget, the special assessment must be approved by more than 50% of the votes of the Members voting at a meeting in person or by proxy or ballot, or by written agreement of Members holding more than 50% of the votes in the Association, provided that all signatures must be dated within a 90-day period.
- 9.10 Uniform Rate of Annual and Special Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots. These assessments may be billed monthly, quarterly, or annually as the Board determines.
- 9.11 Assessments on Unimproved Lots. In addition to the annual assessments and the special assessments, each Lot that is in violation of the requirements in Section 4.15 shall be subject to, and the Owner of that Lot shall pay, an annual non-building assessment of \$1,200 per year to defray, in whole or in part, the cost of security and maintenance for the Lot.

- 9.12 Reinvestment Fee Assessment. In addition to all other assessments and upon the transfer of a Lot, the buyer or seller, as they determine, shall pay the Association a reinvestment fee in amount determined by Board resolution, to pay for one or more of the following: common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; open space; recreation amenities; charitable purposes; or, as defined in Utah Code § 57-1-46(1)(a), Association expenses. The reinvestment fee shall not exceed 0.25% of the fair market value of the Lot, plus all improvements. If the seller is a financial institution, the reinvestment fee is limited to the costs directly related to the transfer, not to exceed \$250.00. This Section is not enforceable upon an involuntary transfer; a transfer that results from a court order; a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.
- 9.13 Statement of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessments.
- 9.14 Non-Payment of Assessments and Fines; Remedies.
- 9.14.1. Due Date; Interest; Late Charge. Any assessment or installment thereof and any fine not paid within 30 days after the due date shall be delinquent and the unpaid balance of the assessment or installment thereof or fine shall bear interest from the due date at the rate of 15% per annum until paid in full. In addition, a late charge of \$50.00 for each delinquent assessment or installment thereof and any delinquent fine shall be imposed.
- 9.14.2. Costs. There shall be added to the amount of any delinquent assessment and any delinquent fine, all costs and any other amount associated with collecting the amount due, including reasonable attorney fees and the costs and expenses of any action, sale, or foreclosure.
- 9.14.3. Lien. Except as provided in § 57-8a-105 of the Association Act, the Association has a lien on a Unit for all: (i) assessments; (ii) fines; (iii) fees, charges, and costs associated with collecting any unpaid assessment and any unpaid fine, including court costs and reasonable attorney fees, late charges, and interest; and (iv) any other amount the Association is entitled to recover under this Declaration or the Association Act.
- 9.14.4. Lien Priority. The Association's lien has priority over each other lien and encumbrance on a Unit except: (i) a lien or encumbrance recorded before the Original Declaration was recorded, (ii) a first or second security interest on the Unit secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the Association, or (iii) a lien for real estate taxes or other governmental assessments or charges against the Lot.
- 9.14.5. Power of Sale. An Owner's acceptance of the Owner's interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the trustee, designated in this subsection, for the purpose of securing payment of all amounts due under this Declaration and the Association Act. The Association and each Owner hereby conveys and warrants, pursuant to §§ 57-8a-212 and 57-8a-302 of the Association Act and Utah Code § 57-1-20, to attorney Kimball A. Forbes, of the law firm Jenkins Bagley Sperry, PLLC, or any successor trustee the Association appoints, with power of sale, the

Lot and all improvements to the Lot for the purpose of securing payment of assessments and fines under the terms of this Declaration.

- 9.14.6. Remedies. The Association may pursue one or more of the following remedies to collect any assessment or fine:
- (a) without waiving the Association's lien, bring an action against any Owner personally obligated to pay;
 - (b) except as provided in § 57-8a-105 of the Association Act and subject to § 57-8a303 of the Association Act, foreclose the Association's lien through either nonjudicial or judicial foreclosure in accordance with the Association Act;
 - (c) take a deed in lieu of foreclosure;
 - (d) suspend the Owner's voting rights as permitted in Section 3.3.1;
 - (e) require a tenant of the Owner to pay the Association all future lease payments due to the Owner in accordance with § 57-8a-310 of the Association Act; or
 - (f) pursue any other remedy available at law or in equity.
- 9.14.7. Nonuse; Abandonment. No Owner may avoid or otherwise escape liability for any assessment or fine provided for in this Declaration by nonuse of the Common Area or by abandonment of the Lot.

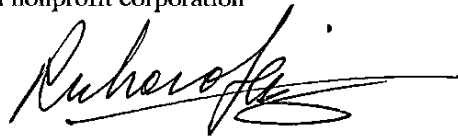
10. Enforcement.

- 10.1 Fines. The Board may impose fines in accordance with § 57-8a-208 of the Association Act for any violation of the Governing Documents. The Board shall, by Rule, specify the amounts of fines.
- 10.2 Nuisance. The result of every act or omission that violates any provision of the Governing Documents is a nuisance, and any remedy allowed by law or in equity against a nuisance, either public or private, is applicable against the violation..
- 10.3 Legal Action. The actual or threatened violation of any provision of the Governing Documents or the continuance of any such violation may be enforced, enjoined, abated, or remedied by legal action by the Association or an Owner or Owners; provided, however, that no such violation shall affect or impair the lien of any bona fide mortgage or deed of trust that has been given in good faith and for value, except that any subsequent Owner shall be bound and obligated by the Governing Documents, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.
- 10.4 Attorney Fees. In any legal action to enforce or interpret any provision of the Governing Documents, the prevailing party shall be awarded all the costs, attorney fees, and expenses it incurred. If the Association is the prevailing party against an Owner, such amounts shall constitute a lien on the Owner's Lot and shall be a personal obligation of the Owner.
- 10.5 Cumulative Remedies. The remedies provided in this Declaration are cumulative and not exclusive of any other remedies. Pursuit of one of the remedies in this Declaration shall not constitute an election of remedies. The Association may pursue more than one remedy at a time or, after pursuing one remedy, may abandon the remedy and instead pursue another remedy.

- 10.6 Nonwaiver. The failure to enforce any provision in this Declaration shall not constitute a waiver of the right to enforce the provision, irrespective of the number of violations that may occur, or any other provision of this Declaration.
11. Notice. Any notice required under this Declaration shall be given as provided in the Bylaws.
12. Public Park. There is a 1.50-acre public park with a trail system that separates The Palisades from the adjoining project to the east (Rocky Point Park). The park is identified as "Ivins City Park" on the Plat for The Palisades Phase 1. Ivins City is responsible for the maintenance, repair, and replacement of the park.
13. Duration of Declaration. This Declaration perpetually run with and bind the Property subject to an amendment terminating this Declaration pursuant to Section 14.
14. Amendment. This Declaration may be amended or terminated by a recorded instrument signed by no less than 66.66% of the votes of the Members, provided that all signatures must be obtained within a 180-day period. This right of amendment extends to each provision of this Declaration, and each Owner is hereby on notice that each provision of this Declaration is subject to amendment under this Section.
15. Interpretation. All the provisions of Declaration shall be interpreted together. The section headings are for convenience only and shall not be considered in resolving questions of interpretation. Unless the context requires otherwise, the term "including" means "including but not limited to." In the absence of any adjudication to the contrary by a court having jurisdiction, the Board has the exclusive right to interpret the provisions of this Declaration, and Board's interpretation of the provisions of this Declaration shall be final, conclusive, and binding as to all individuals and entities and the Property.
16. Severability. Invalidation of any one provision of this Declaration shall not affect the enforceability or applicability of any of the remaining provisions.
17. Effective Date. This Declaration shall take effect the date it is recorded with the Washington County Recorder.

IN WITNESS WHEREOF, the President of the Association certifies, on this 20 day of November, 2024, that this Restated Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades was approved by the notarized signatures of not less than 67% of the Owners (attached as Exhibit B), which were obtained within a 180-day period.

The Palisades Owners Association
a Utah nonprofit corporation



By: _____
Its: President **RICHARD LEWIS**

STATE OF UTAH)
COUNTY OF WASHINGTON)

On this 20 day of November, 2024, personally appeared before me Richard Lewis, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the President of The Palisades Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



Notary Public

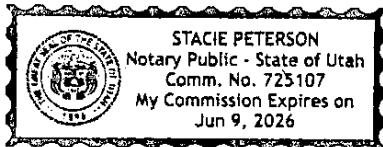


Exhibit A
(Legal Description)

This Amended and Restated Declaration of Covenants, Conditions, Easements and Protective Covenants of The Palisades affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 32, together with all Common Area, Palisades 1 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PAL-1-1 through I-PAL-1-32

All of Lots 33 through 57, together with all Common Area, Palisades 2 (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-PAL-2-33 through I-PAL-2-57

Exhibit B

(Notarized Signatures of Not Less than 67% of the Owners)

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Susan K Llewellyn, owner (s) of

the property at (address) 110 N Park Ave Way Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

Phone: 818 606-3881



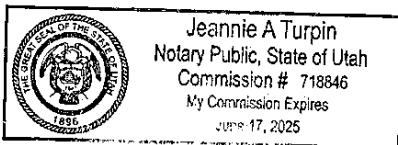
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Susan K Llewellyn
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Susan K Llewellyn, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) William Egbert, owner (s) of
the property at (address) 130 N Park Ave Way, Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



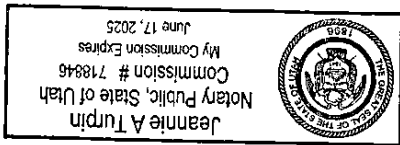
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

William Egbert
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me William Frank Egbert, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) JENNINGS LAMBERT, owner (s) of

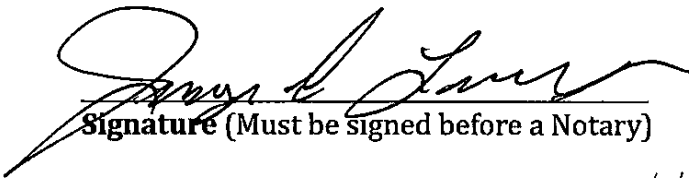
the property at (address) 598 E PALK AVE WAY Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

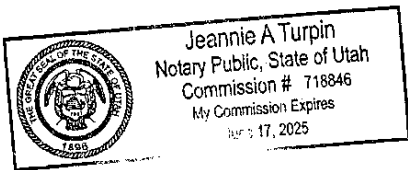
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Phone: 818 606-3881

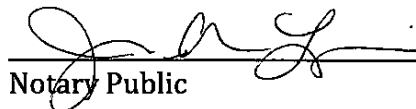
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements


Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Jennings Duce Lambert Jr, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.




Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) Craig Zillinger, owner (s) of

the property at (address) 551 Park Avenue N.W., Ivins UT Ivins, Utah 84738 choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One NOTARIZED signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my notarized signature. This completed ballot should be mailed to Richard Lewis, President of The Palisade Owners Association by November 1, 2024.

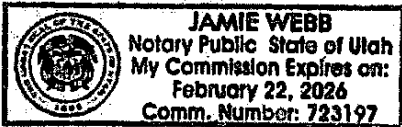
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

[Signature]
Signature (Must be signed before a Notary)

State of Utah
County of Davis
On this 17 day of September, 2024,
personally appeared before
me Craig Zillinger, whose identity is
personally known to me or proved to me on the basis of
satisfactory evidence, and who, being duly sworn (or affirmed),
is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I Aprile Beardall owner of the property at 535 E Park Ave Way Ivins, Utah 84738 choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgcrest Circle Ivins UT 84738
Phone: 818 606-3881

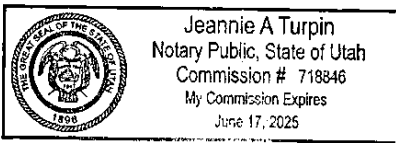
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements X

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Aprile Beardall

Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Aprile Beardall, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jeannie A Turpin
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Dirk Jeffs, owner (s) of
the property at (address) 544 E RIDGECREST CIRCLE Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

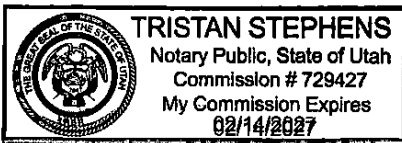
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

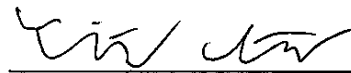
Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 27 day of September, 2024, personally
appeared before me Dirk Jeffs, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.





Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Duane + Shauna Woodmansee owner (s) of

the property at (address) 558 E Ridgecrest Cir Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



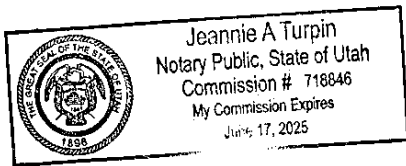
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Shauna Woodmansee
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Shauna McCloud Woodmansee, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Gerald Trueman, owner (s) of
the property at (address) 572 E. Ridgecrest Cir Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

Phone: 818 606-3881



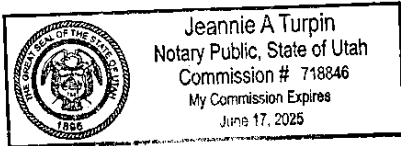
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

[Signature]
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me Gerald David Trueman, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) JOHN & KARLA STECK, owner (s) of
the property at (address) 531 EAST RIDGECREST CIRCLE Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated
Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated
Bylaws and the Restated Architectural Guidelines and Property Development Requirements of
The Palisades Owners Association.

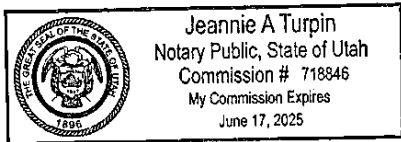
One **NOTARIZED** signature is required for each property. Additional signatures need not be
notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature.
This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners
Association** by November 1, 2024.

Address: 563 East Ridgcrest Circle Ivins UT 84738
Phone: 818 606-3881

- Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements
- Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

John & Karla Steck
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me John Moyer Steck, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.



John Moyer Steck
Notary Public

The Palisades Owners Association VOTE

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) KENT KARRER, WENDY KARRER, owner (s) of the property at (address) 526 E. CRESTVIEW CIR, ~~10101~~ Ivins, Utah 84738 choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

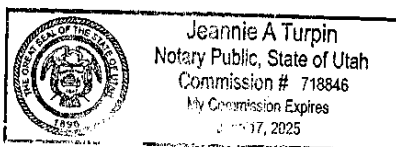
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

[Signature]
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Kent Anderson Karren, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) NADINE + JERRY BOWMAN, owner (s) of the property at (address) 546 E CRESTVIEW CIR Ivins, Utah 84738 choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

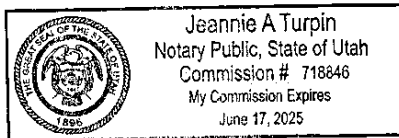
One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

- Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements
- Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Nadine Bowman
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Nadine Bowman, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

The Palisades Owners Association

VOTE

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) Stanley N. Pontius, owner (s) of

the property at (address) 556 Crestview Circle Iivins, Utah

84738 choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One NOTARIZED signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my notarized signature. This completed ballot should be mailed to Richard Lewis, President of The Palisade Owners Association by November 1, 2023.

Address: 563 East Ridgcrest Circle Iivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Stanley N. Pontius
Signature (Must be signed before a Notary)



DAVID GRAHAM KERN
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

State of Ohio
County of Hamilton
On this 6th day of September, 2024,
personally appeared before
me Stanley N. Pontius, whose identity is
personally known to me or proved to me on the basis of
satisfactory evidence, and who, being duly sworn (or affirmed),
is an owner of the above Property in the Palisades.

David Graham Kern, my commission
does not expire
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) John Beckstead, owner (s) of

the property at (address) 574 E Crestview Cir Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

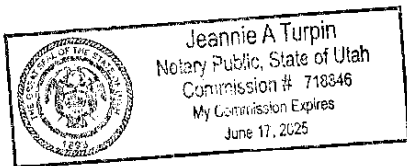
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

John A. Beckstead
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me John Alexander Beckstead, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) LARRY JARRETT, owner (s) of
the property at (address) LOT 27 Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East.Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



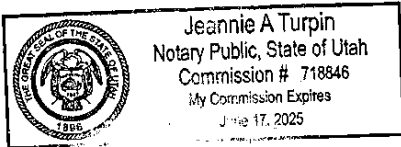
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Larry Jarrett
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Larry Elmo Jarrett, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jeannie A Turpin
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) ALICE M. NEWBERRY TRUST, owner (s) of

the property at (address) 561 CRESTVIEW CIRCLE (LOT 30) Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

Phone: 818 606-3881



Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

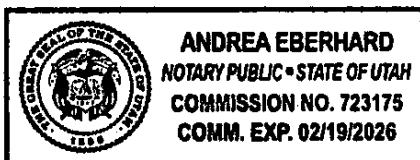


Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Alice M Newberry Trustee

Signature (Must be signed before a Notary)

State of UT
County of Washington
On this 24th day of September, 2024, personally appeared before me Alice Newberry, Trustee, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Andrea Eberhard
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Detlef & Vickie Schwurack, owner (s) of
the property at (address) 547 E. Crestview Cir Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated
Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated
Bylaws and the Restated Architectural Guidelines and Property Development Requirements of
The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be
notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature.
This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners
Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



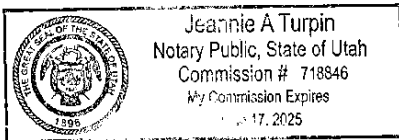
Approve Restated Declaration of Covenants, Conditions, Easements and Protective
Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and
Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and
Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines
and Property Development Requirements

[Handwritten Signature]
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me Vickie O.H. Schwurack, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.



[Handwritten Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Lisa & Robert Glines, owner (s) of
the property at (address) 529 E Crestview Circle Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated
Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated
Bylaws and the Restated Architectural Guidelines and Property Development Requirements of
The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be
notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature.
This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners
Association** by November 1, 2024.

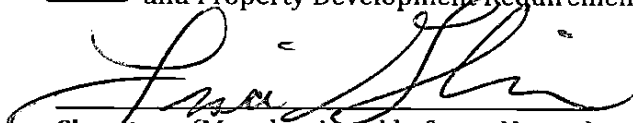
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



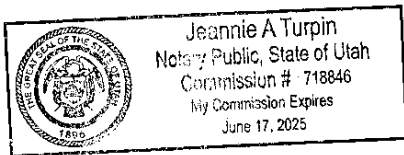
Approve Restated Declaration of Covenants, Conditions, Easements and Protective
Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and
Property Development Requirements

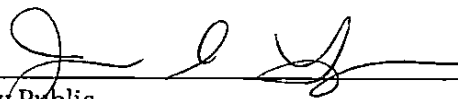


Do not Approve the Restated Declaration of Covenants, Conditions, Easements and
Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines
and Property Development Requirements


Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me Lisa Ruth Glines, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.




Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

I/We (print name) (s) DANNA A. BALLOT
MICHAEL NAKATA LOT 34, owner (s) of

the property at (address) 481 E CRESTVIEW CT Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

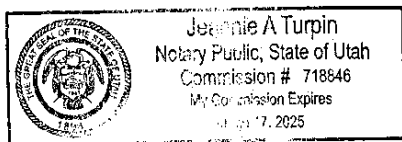
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Michael Nakata

Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2021, personally appeared before me Michael Kenji Nakata, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jeannie A Turpin

Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Fred W Finlanson, owner (s) of
the property at (address) 447 East Crestwood Court Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated
Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated
Bylaws and the Restated Architectural Guidelines and Property Development Requirements of
The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be
notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature.
This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners
Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

Phone: 818 606-3881



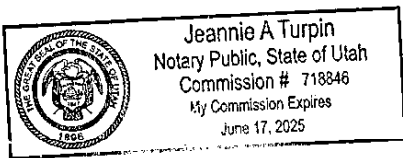
Approve Restated Declaration of Covenants, Conditions, Easements and Protective
Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and
Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and
Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines
and Property Development Requirements

Fred W Finlanson
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me Fred W Finlanson, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) RANDY ROBERSON, owner (s) of

the property at (address) 432 E CRESTVIEW CRT Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



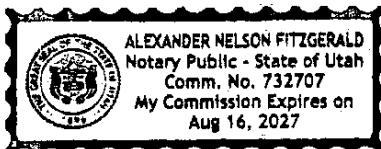
Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

R Rob

Signature (Must be signed before a Notary)

State of UT
County of Washington

On this 14th day of November, 2024, personally appeared before me Randy Roberson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]

Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Richard Wolfley, owner (s) of
the property at (address) 450 E crestview ct Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

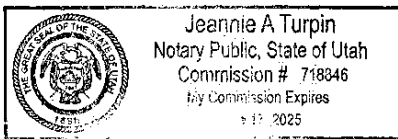
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Richard Wolfley
Signature (Must be signed before a Notary)

State of Utah
County of San Juan Washington
On this 28 day of September, 2024, personally appeared before me Richard Earl Wolfley, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

The Palisades Owners Association VOTE

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) MARVIN C. KJAR / KRISTEN G. KJAR, owner (s) of the property at (address) 466 E. CRESTVIEW CT Ivins, Utah 84738 choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

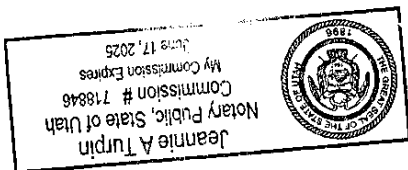
Address: 563 East Ridgcrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

M. Kjar
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Maurice Castleton Kjar, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



J. L. Lewis
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Sandy Perkins, owner (s) of

the property at (address) 484 E. Crestview Ct Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

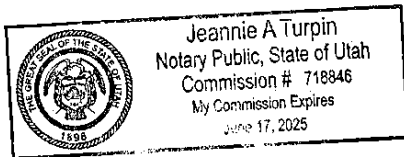
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Sandra Perkins
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Sandra Jayne Perkins, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Carla Mahoney, owner (s) of

the property at (address) 500 E. Crestview Ct Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

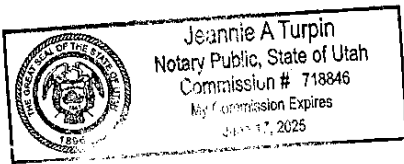


Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Carla Mahoney

Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Carla Seamons Mahoney, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Harry Cynthia Odil, owner (s) of
the property at (address) 483 E. Ridgecreek Circle Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated
Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated
Bylaws and the Restated Architectural Guidelines and Property Development Requirements of
The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be
notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature.
This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners
Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



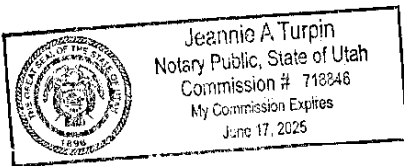
Approve Restated Declaration of Covenants, Conditions, Easements and Protective
Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and
Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and
Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines
and Property Development Requirements

Harry Cynthia Odil
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me Harry Woodson Odil Jr, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.



Jeannie A. Turpin
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Janice Marie Hastings, owner (s) of
the property at (address) 471 E Ridgeview Circle Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

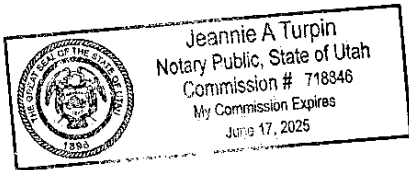
One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

- Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements
- Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Janice M Hastings
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Janice Marie Hastings, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Jerry Morben Julie Morben, owner (s) of
the property at (address) 449 East Ridgeview Circle Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated
Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated
Bylaws and the Restated Architectural Guidelines and Property Development Requirements of
The Palisades Owners Association.

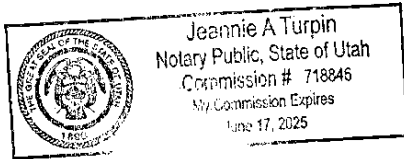
One **NOTARIZED** signature is required for each property. Additional signatures need not be
notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature.
This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners
Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

- Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements
- Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Jerry Morben
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally
appeared before me Jerry Walter Morben, whose
identity is personally known to me or proved to me on the
basis of satisfactory evidence, and who, being duly sworn (or
affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) CAROLE TOMLIN, owner (s) of

the property at (address) 434 E. Ridgeview Cir. Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738

Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

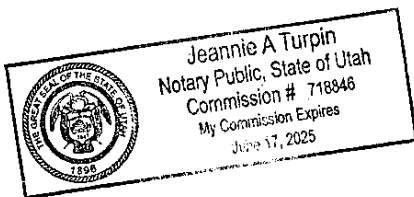
Carole Tomlin

Signature (Must be signed before a Notary)

State of Utah

County of Washington

On this 28 day of September, 2024, personally appeared before me Carole Brady Tomlin, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Christine Hale, owner (s) of
the property at (address) 452 E. Ridgerview Cir Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

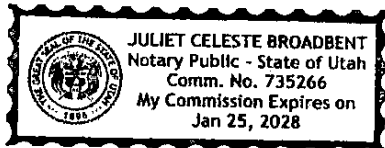


Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Christine M. Hale
Signature (Must be signed before a Notary)



State of UT
County of Washington
On this 27 day of September, 2024, personally appeared before me Christine M Hale, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.

Juliet Celeste Broadbent
Notary Public

The Palisades Owners Association

VOTE

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Pamela Anderson, owner (s) of

the property at (address) 253 N. Crestview Drive Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

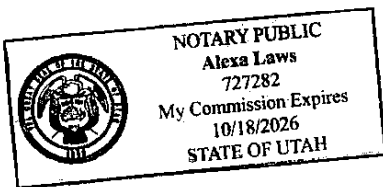


Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Pamela Anderson
Signature (Must be signed before a Notary)



State of Utah
County of Washington
On this 26 day of September, 2024, personally appeared before me Pamela Anderson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.

[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

I/We (print name) (s) KURT McCLUNG ^{BALLOT} owner (s) of
the property at (address) 525 N CRESTVIEW DR Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

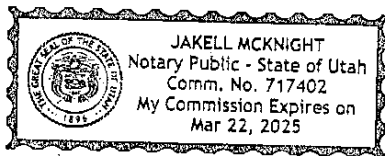
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

[Signature]
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 14 day of Sept., 2024, personally appeared before me Kurtis McClung, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jakell McKnight
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) DEAN & KAREN ROSSITER owner (s) of

the property at (address) 475 E. PARK AVE WAY Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



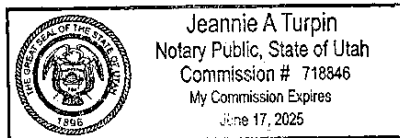
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Dean Rossiter
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Dean Robert Rossiter, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jeannie A Turpin
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Terry and Randal Wong, owner (s) of
the property at (address) 461 E. Park Avenue Way Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881



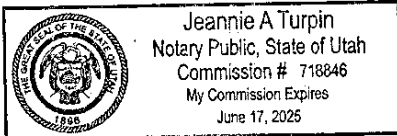
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements



Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Terry Wong
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Terry Randal Wong, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jeannie A Turpin
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Colette Ames, owner (s) of
the property at (address) 445 E. Park Ave Way Ivins, Utah 84738

choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

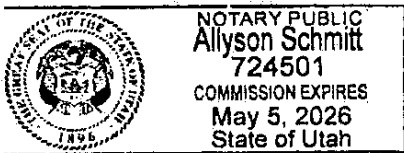
One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgcrest Circle Ivins UT 84738
Phone: 818 606-3881

- Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements
- Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Colette Ames
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 17th day of October, 2024, personally appeared before me Colette Ames, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Allyson Schmitt
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Albert L. Manzari, owner (s) of

the property at (address) 433 Park Ave Was Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

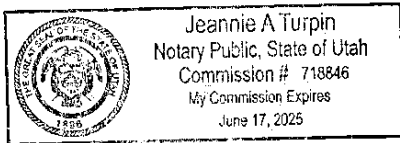
Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

slm

Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Albert Lee Manzari, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Geraldine Jimenez, owner (s) of

the property at (address) 590 East Ridgecrest circle Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

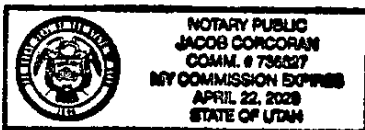
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Geraldine Jimenez
Signature (Must be signed before a Notary)

State of UT
County of Washington
On this 11 day of October, 2024, personally appeared before me Geraldine Jimenez, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) Mary Jane Miner / Cindy Carlsson owner (s) of

the property at (address) 593 E Ridgecrest Circle Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

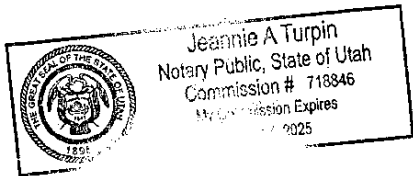
Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Mary Jane Miner
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Mary Jane Miner, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



Jeannie A Turpin
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) SHARON GILLESPIE, owner (s) of
the property at (address) 575 E RIDGECREST CIRCLE Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

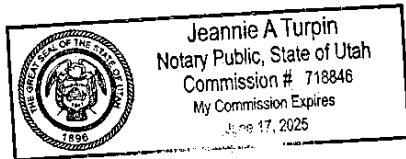
One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

- Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements
- Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Sharon Gillespie
Signature (Must be signed before a Notary)

State of Utah
County of Washington
On this 28 day of September, 2024, personally appeared before me Sharon McCarthy Gillespie whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.



[Signature]
Notary Public

**The Palisades Owners Association
VOTE**

To approve or not approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants, Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

BALLOT

I/We (print name) (s) RICHARD & CONNIE LEWIS, owner (s) of
the property at (address) 563 E RIDGECREST CIR, Ivins, Utah 84738
choose to mark the ballot below by voting to "Approve" or "Do Not Approve" the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements of The Palisades Owners Association.

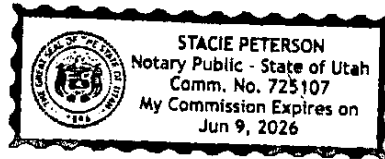
One **NOTARIZED** signature is required for each property. Additional signatures need not be notarized. My vote shall be recorded as indicated here and attested by my **notarized** signature. This completed ballot should be mailed to Richard Lewis, President of **The Palisade Owners Association** by November 1, 2024.

Address: 563 East Ridgecrest Circle Ivins UT 84738
Phone: 818 606-3881

Approve Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

Do not Approve the Restated Declaration of Covenants, Conditions, Easements and Protective Covenants (CC&Rs), Restated Bylaws and the Restated Architectural Guidelines and Property Development Requirements

[Signature]
Signature (Must be signed before a Notary)



State of Utah
County of Washington
On this 14th day of September, 2024, personally appeared before me Richard Lewis, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), is an owner of the above Property in the Palisades.

[Signature]
Notary Public