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FOR: TERRA TITLE CO

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF
MESA PALMS ESTATES SUBDIVISION-- PHASE I

KNOW ALL MEN BY THESE PRESENTS: That Mesa Palms Development, Ltd., hereinafter referred to as the "Developer", is the owner of the following property, hereinafter referred to as "the property", located in St. George, Washington County, Utah, described as all of Mesa Palms Estates Subdivision, Phase I, according to the Official Plat thereof, on file with the Washington County Recorder, which lies within the boundaries of property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, it is the intention of the Developer to include all of the property in said plat, to divide the property into lots as shown on said plat, and to dedicate the streets shown on said plat to the City of St. George. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements; and

WHEREAS, certain covenants, conditions and restrictions must be established and observed in order to insure harmonious relationships, protect property values, eliminate hazardous conditions, and preserve the natural beauty of the area.

NOW, THEREFORE, the Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following limitations, covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the property and every lot, part or portion thereof. The acceptance of any deed to or conveyance of any lot, part or portion of the property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and its successors or assigns, and

with each other to accept, hold, improve, use and convey the property described and conveyed in or by such deed of conveyance subject to said covenants, conditions and restrictions as follows, to wit:

ARTICLE I

DEFINITIONS

1. Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
2. Developer. Developer shall mean and refer to Mesa Palms Development, Ltd., and its successors and assigns.
3. Residence. Residence shall mean and refer to a single family dwelling constructed on a lot.
4. Declaration. Declaration shall mean and refer to the Declaration of Protective Covenants, Conditions and Restrictions.
5. Development. Development shall mean and refer to the property, and any additions thereto, including all future phases and improvements thereon.
6. Lot. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the property, with the exception of the common area.
7. Conveyance. Conveyance shall mean and refer to actual conveyance of fee title to any lot to any owner by a Warranty Deed or other document of title.
8. Yards. The yard area of all lots shall be defined as follows: Front yard shall mean and refer to that portion of the lot which is located between the front lot line and a perpendicular line running from the front corners of the residence to the side lot lines; Back yard shall mean and refer to that portion of the lot which is located between the back lot line and a perpendicular line running from the back corners of the residence to the side lot lines; Side yards shall mean and refer to that portion of the lot which is located between the residence and the side lot lines and the front and back yards. On a corner lot both sides of the residence facing the streets shall be deemed the front of the residence for purposes of defining the front corners of the residence.

ARTICLE II

GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: All lots shall be used only for single-family residential purposes and no professional, business, or commercial use shall be made of the same, or any portion thereof, nor shall any resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other owner or resident; provided, however, that the lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or account therein; or (c) handling his personal, business, or professional telephone calls or correspondence therefrom. All dwellings constructed within the subdivision shall be a detached single-family dwelling not to exceed two stories in height, with an enclosed private garage for not less than two (2) nor more than three (3) automobiles. The height of the garage door header shall be limited to the height of the roof line of the house and shall not in any event exceed ten (10) feet. All construction shall be of new materials, except that used brick may be used so long as it conforms with building and subdivision ordinances of the City of St. George, Utah. All structures shall be constructed in accordance with the zoning and building ordinances of the City of St. George, Utah, in effect from time to time. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. The construction of any building on any portion of the property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within nine (9) months after such commencement.

2. MINIMUM SQUARE FOOTAGE AND MULTILEVEL RESTRICTIONS: The minimum total finished square footage of living area on the first level above ground and located within the area of a foundation for any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages shall not be less than 1600 square feet.

3. LOT SIZE: Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and no persons shall further subdivide any lot other than as shown on the recorded plat of said subdivision.

4. ARCHITECTURAL CONTROL: No building, wall, pool, or improvement shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition, change, or alteration -- or in the event of a casualty loss, any restoration -- be made to the exterior portion of any residence until the plans and specifications showing the nature, kind, shape, height, materials,

and location of the same, and the grading plan and landscape plan therefor, shall have been submitted to and approved in writing (as provided in Article III below) as to the harmony of exterior design and location in relation to surrounding structures and topography and finish grade elevations by the Architectural Control Committee. Further, no wall shall be erected, placed, or altered upon any lot nearer to any street than the minimum building setback line unless similarly approved.

5. BUILDING LOCATION: A. Front: The residence and any other structure (including walls and fences which front onto the street) must be set back at least twenty-five 25 feet for any structure from the front property line or as required by the Committee. The Committee may require a greater setback based on the depth of a particular lot. No building shall be located on any lot nearer than eight (8) feet to one side lot line and ten (10) feet to the other side lot line. All of the foregoing measurements shall be made from the applicable lot line to the foundation, porch, or other extension of such building, whichever is nearer to such lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building for the purpose of determining such distance; provided, however, that this shall not be construed to permit any portion of a building, including eaves or steps, to encroach upon another lot.

6. DRIVEWAYS: Each driveway on a lot shall be constructed out of cement or brick. Any driveways consisting of cinders, sand, gravel, or dirt shall not be permitted on any lot. Driveways of any other materials must be approved by the Architectural Control Committee. The driveway on each lot shall be in a color which blends with the exterior of the structure located on such lot.

7. EXTERIOR MATERIALS: Exterior construction materials will be limited to stone, stone vernier, brick, brick vernier, stucco, or other materials approved for use by the Architectural Control Committee. The following restrictions shall apply to all exterior construction materials: (1) Structures constructed with more than 80% of the exterior surface comprising stucco or stucco-like material, or metal siding, must be approved by the Architectural Control Committee, said approval to be based upon the appearance and style of the structure, reserving to the Architectural Control Committee the right to suggest modifications to enhance the appearance of the structure, in the sole discretion of the Architectural Control Committee; (2) No exposed wood construction materials shall be allowed, with the exception of wood accents, soffits, facie, and trim which shall be painted, varnished and/or stained and shall not constitute 10% of the exposed surface of the structure; (3) The sides of any structure shall be constructed of the same materials and match architecturally the exposed front exterior surface of the structure; (4) Samples for all exterior colors must be submitted for the exact colors intended

to be used on the house prior to application. Submit color samples with the house plans. For any future repainting or restaining, color samples must be submitted to the Committee for approval prior to the beginning of the work if the color is not the same as originally approved; (5) For windows, only wood or dark anodized aluminum frames are permitted. Smoky or dark bronze tinted glass is permitted, but not mirror glass; (6) All metal surfaces must be painted.

8. ROOFING MATERIAL: Roofing material shall be limited to concrete, tile, or other such materials approved for use by the Architectural Control Committee. No asphalt shingles or other roof covering will be allowed in any form.

9. ARCHITECTURAL RESTRICTIONS: The following architectural restrictions shall apply to all dwellings built on all lots: (1) the front exterior face of each dwelling shall be broken up with a variation of a least three feet; (2) no flat roofs, with or without facades; (3) no mansard roofs; (4) all roof surfaces shall have a minimum slope of 4/12. The above notwithstanding, pueblo style homes may be allowed, subject to the approval of the Architectural Control Committee. In granting said approval, the Committee's discretion shall be absolute.

10. EASEMENTS: Easements for installation and maintenance of any and all utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company would be responsible. The title holder of each lot shall from time to time grant rights over, across, on, under and upon these easements for such additional uses of services as may be provided from time to time by a public authority or private utility company. Developer or any public authority shall have the right of access to such easements for the purpose of installing, repairing, maintaining, removing or replacing any such utilities or portions thereof and for removing and clearing any vegetation which could interfere with such utilities or drainage as aforesaid.

11. TEMPORARY OR OTHER STRUCTURES: No structure of a temporary nature and no trailer, bus, basement, tent, shack, garage, or other outbuildings shall be used at anytime as a residence, either temporarily or permanently, nor shall any such structures be erected or placed on any lot at any time. No older second-hand structure shall be moved onto any said lots, it being the intention that all dwellings and other buildings be erected on

said lots, or within said subdivision, shall be new construction of good quality, workmanship, and materials.

12. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, part or portion of the property, nor shall anything be done thereon which may become an annoyance to the neighborhood.

13. OIL AND MINING OPERATIONS: No oil drilling, quarrying or mining operations of any kind shall be permitted upon or in any lot, part or portion of the property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in such lot, part or portion of the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or portion of the property.

14. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, part or portion of the property except that dogs, cats or other domesticated household pets may be kept in a residence constructed on a lot, or on a lot in a suitable enclosure, provided they are not kept on any lot so as to be visible from other lots or residences, and they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept, and shall be limited as to numbers, pursuant to all applicable laws and ordinances. All permitted animals shall be kept on a leash when not on the owner's lot. All costs associated with the violation of this provision, or of any law or ordinance, shall be the responsibility of the animal owner.

15. GARBAGE AND REFUSE DISPOSAL: No lot, part or portion of the property, shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, paper, junk or debris shall be burned upon any lot, part or portion of the property.

16. BUILDING MATERIALS: No lot, part or portion of the property shall be used or maintained as a storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

17. CLEAN UP: During the construction phase, the following rules shall apply: (a) All construction waste material must be kept in a container, designed for such purposes. Said container shall be emptied frequently. (b) All construction material shall be stacked until used in the construction phase. (c) A \$200.00 clean up deposit shall be paid to the Architectural Control Committee at the time of submittal of the plans and specifications to the Architectural Control Committee. Said

deposit shall be returned to the owner upon completion of the construction phase, or used by the Architectural Control Committee to bring the lot into compliance with the provision, as the Architectural Control Committee may deem necessary.

18. WATER SUPPLY: No individual water supply system shall be used or permitted to be used on any lot, part or portion of the property.

19. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot, part or portion of the property.

20. BOATS, RECREATIONAL AND MOTOR VEHICLES: No boats, motorcycles, trailers, buses, motor homes, campers or other vehicles shall be parked or stored upon any lot except in the side yard area or an enclosed garage. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the subdivision. All such vehicles shall be properly registered and licensed, or meet such governmental approval as may be required.

21. ANTENNA: No external radio, television, dish, or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves, or other similar signals, shall be permitted on any structure. Such devices shall not be placed on a lot without the prior written approval of the Architectural Control Committee, and in such a manner as not to be visible from the street or any other lot.

22. SAFE CONDITION: Without limiting any other provision of this declaration, each owner shall maintain and keep such 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 which might interfere with the reasonable enjoyment by other owners of their respective lots.

23. SITE DISTANCE AT INTERSECTIONS: No structure, fence, wall, hedge or shrub planting which obstructs sightlines at elevations above three (3) feet shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection from the street property lines extended. The same sightline limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sightlines.

24. LANDSCAPING: It is the intention of the Developer that lots be landscaped in such a manner as to maximize the conservation of water resources. Toward that end, the following landscaping guidelines and restrictions shall apply. Within four (4) months after the completion of construction of any home upon a lot, the owner of such lot must have substantially completed the landscaping of such lot, in accordance with a detailed landscaping plan previously approved by the Architectural Control Committee. Such landscaping shall include appropriate trees, shrubbery and ground cover. Should any lot owner fail to comply with the provisions of this section, the Architectural Control Committee shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority to bring the landscaping into compliance and require the lot owner to pay a reasonable amount for such labor and/or materials. All attorney's fees and costs incurred in any completion, shall constitute a lien on such lot owner's lot, and shall also be a personal obligation of said lot owner, enforceable at law, until such payment therefor is made.

25. PRIVATE POOLS: The construction of below ground pools shall be allowed upon approval of the Architectural Control Committee. Plans and Specifications for any such pool shall be submitted to the Architectural Control Committee for approval according to the procedures set forth herein. Pools shall only be allowed in the backyard area, as defined herein, and shall be fully enclosed by an allowed fence not less than six feet in height and which is capable of being locked. No above ground pools shall be allowed.

26. EXCAVATIONS AND FILL: Except for excavations for an approved foundation, basement or walk-out basement, no excavations or removal of dirt are permitted on any lot lower than 12 inches below the present grade of such lot.

27. OUTSIDE LIGHTING REQUIREMENTS: Any light used to illuminate garages, patios, parking areas, driveways, walkways, or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

28. DAMAGE TO STREET, CURB OR GUTTER: Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such by the purchasers or owner and/or their agents of any lot must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

29. STORAGE OR UTILITY BUILDINGS: All storage or utility buildings, or such structures intended for such uses must be built in the same architectural style and be constructed from the same

exterior construction materials as the residential dwelling on the lot. Plans for the construction of such buildings shall be submitted to the Architectural Control Committee in the same manner as with residential structures and be subject to its approval as set forth in this declaration.

30. DOME STRUCTURES: No dome structures of any type are allowed.

31. WALLS AND OTHER BARRIERS: Walls, fences and barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. Prior to construction, plans for walls, fences, and barriers shall be submitted to the Architectural Control Committee for approval. Permitted materials shall be decorative iron, brick, stone, or stucco of a color which blends with the exterior of the structure on the lot, said materials to be used only in compliance with the conditions herein contained. Walls and fences shall not exceed two (2) feet in height in the front yard, with the exception of the wall or fence along the side lot lines in the front yard which shall not exceed four (4) feet in height. Walls and fences in the side and back yards shall not exceed six (6) feet in height. Height restrictions shall not apply to retaining walls. All walls and fences must comply in all respects with St. George City ordinances. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and a state of good repair, and the owner's failure to do so may result in action by the Architectural Control Committee to enforce the conditions herein contained.

32. ROOF MOUNTED HEAT PUMPS AND SOLAR PANELS: Solar panels, heat pumps and/or air conditioning units shall not be allowed to be mounted on roofs. Only flush-mount, roof-type attic vents shall be allowed and only if located so as not to be seen from the street.

33. CONSTRUCTION COMPLETION: Once construction on a residence is commenced, construction shall proceed in a substantial manner until the residence is completed. Construction shall be completed, that is the residence shall be certified for occupancy within 9 months from the date of start of construction.

34. TIME SHARING PROHIBITED: Neither the Developer nor the owner of any lot shall allow or permit any form of time-sharing ownership.

35. LEASES: In a lease or rental agreement between a lot owner and lessee, lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the rules and regulations of the Architectural Control Committee, and that any failure by lessee to comply with the terms of this Declaration or said rules and regulations shall be a default under the terms of the lease.

Furthermore, all such leases shall be in writing and shall include language to the effect that the lessee has received a copy of the Declaration and rules and regulations, has read and understands them, and agrees to be bound by their terms. In no event shall a lease agreement be for a term less than 30 days.

36. METERS: Utility meters shall be placed in such a location as to be as inconspicuous as possible. Exposed piping and metal surfaces shall be painted to match the exterior colors of the structure.

37. SIGNS: No billboard or sign of any character shall be erected, posted, painted, or displayed upon or about any lot, part or portion of the property. No sign of any kind, except signs used for the advertisement of a lot or residence for sale or rent, limited to one sign per lot of not more than five square feet in size, shall be used, placed, or displayed to the public view on any lot, part or portion of the property. The above notwithstanding, signs used by the Developer to advertise the development, and/or initial sale of any lot, part or portion of the property shall be excluded from this restriction. During the construction of a residence on a lot, one sign, not more than 16 square feet in size, advertising or publicizing the contractor of the residence, shall be allowed. Any such sign shall be removed upon completion of construction, as defined herein. The Architectural Control Committee shall have the power to remove or cause the removal of any billboard or sign erected in violation of this section, and any cost or expense incurred in conjunction with such removal shall be borne by the lot owner.

38. DEVELOPER'S SALES OFFICE: Anything contained herein to the contrary notwithstanding, Developer reserves the right to place a temporary sales office of his choice on any lot within the subdivision until such time as all lots in all phases of the subdivision have been sold. Developer shall not be bound by any restriction contained in this Declaration with respect to said sales office.

39. SOIL TESTS: It shall be the duty and responsibility of the owner to obtain certified soil tests to determine the presence of problem soils, or other conditions, and to design and engineer all structures to be built upon a lot in such a manner as to compensate for any soil or subsurface problems. Neither the Developer, Lot owners, nor their successors or assigns, shall be liable for any damages resulting from said conditions.

ARTICLE III

DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: The covenants and restrictions contained herein shall run with and bind the land for

a period of 50 years from the date this document is recorded, after which such time said covenants and restrictions shall be automatically extended for successive periods of 10 years each, subject to amendment as herein set forth. During the development phase (defined below) the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time from time to time by the Developer or his successors or assigns, by recorded instrument. The "development" phase shall be the time from the date of the recording of the plat of the first phase of the subdivision until such time as Developer transfers legal title to more than 95% of the number of lots in all phases of the subdivision to bona fide purchasers.

Upon completion of the development phase, as defined above, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than two-thirds of the lot owners. Any amendment after the completion of the development phase shall require a 30 day written notice of any such proposed amendment be sent to every owner of any lot, part or portion of the property.

2. PERPETUITIES: If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restrains upon alienation, or (c) any other applicable statute, law or analogous thereto or otherwise imposing limitations upon a time for which such covenants may be valid, then the applicable provisions shall continue and endure only until the expiration of 21 years after the death of the last to survive of the class of persons consisting of all the lawful descendants of Sheldon A. Smith living at the date of the recording of this document.

3. NOTICES: Any notice required under the provisions of this document to be sent to any lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

4. CONSTRUCTION AND SEVERABILITY: All other restrictions, covenants and conditions contained in this document shall be construed together. Invalidation of any one of the said restrictions, covenants or conditions, or any part thereof, shall in no wise affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.

5. VIOLATION CONSTITUTES NUISANCE: Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer or any owner or owners from time to time of any lot or portion of the property. Remedies hereunder shall be deemed cumulative and not exclusive.

6. ENFORCEMENT: Each and all other restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, and of the owner or owners from time to time of any lot, part or portion of the property, and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof or the continuance of any such breach may be enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or owner or owners from time to time of any lot, part or portion of the property; provided, however, that no such breach shall effect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said lot, part or portion of the property shall be bound and obligated by said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure at a trustee's sale, or otherwise.

7. RIGHT TO ENFORCE: The provisions contained in this declaration shall bind and enure to the benefit of and be enforceable by the Developer, by the owner or owners from time to time of any lot, part or portion of the property, their and each of their legal representatives, heirs, successors and assigns, and failure by the Developer or any such owner, or their respective legal representatives, heirs, successors, or assigns, to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter. In the event any covenant, condition or restriction contained herein is inconsistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of the City of St. George, the ordinances shall govern so long as the restrictions contained in said ordinances are more restrictive than the terms of this declaration. Where the terms of this declaration are more restrictive than those contained in the ordinances contained in the City of St. George, the covenants, conditions and restrictions contained in this declaration shall govern.

8. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee which is vested with the powers described herein shall consist initially of at least three persons appointed by the Developer, without regard as to whether or not said persons reside within the development. In the event any member of the Architectural Control Committee is unable to serve or act upon matters brought before the Architectural Control Committee, for whatever reason, the Developer may appoint temporary members of the Architectural Control Committee to act in their stead. Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition of any structure, there shall first be filed with the Architectural Control Committee two complete sets of building plans and specifications, together with a site or plot plan indicating the exact part of the building site which the improvements will cover, and no such work shall commence

unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants, conditions and restrictions herein set forth and with the standards herein or hereafter established by said committee pursuant hereto. Said committee shall have the right to refuse to approve any such plans or specifications and shall have the right in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of said building or other structure so planned and the outlook from adjacent or neighboring property. The committee may promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee. In the event said committee fails to approve or disapprove in writing any such plans within 15 days after their submission thereof to the Committee, then such approval shall be deemed to have been given. The Developer shall have the right to appoint all members of the Architectural Control Committee until such time as title to more than 90% of the number of lots in the development have been conveyed to bona fide purchasers. When title to more than 90% of all of the lots in the development has been conveyed by the Developer, a majority of the owners of lots, parts of portions of the property subject to this declaration shall elect and appoint members of the Architectural Control Committee, which committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the properties subject to this declaration.

9. ARCHITECTURAL CONTROL COMMITTEE APPROVAL PROCEDURE:

A. General requirements: Two complete sets of building plans and specifications, together with a plot plan showing the existing and planned improvements for the entire lot shall be submitted to the Architectural Control Committee. The Committee shall consider the size and materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within the subdivision, location with respect to topography, finish grade elevations, and harmony of landscaping with the natural setting.

B. Plot Plan: The plot plan shall show the street address, legal description, property lines, set back dimensions, existing and finished elevations, contours, walls or fences and their height, roof plan, any exterior lighting not attached to the structure, location of all utilities, landscaping location and description, location of utility meters, easements, and retaining walls, including heights.

C. Floor Plans: The use of each room must be clearly labeled, as well as the elevation of each floor, room dimensions, location of windows and doors, square footage for each floor, the total square footage, and type of heating and air conditioning.

D. Elevations: The plans shall show all sides of the proposed structure and indicate all materials to be used. A minimum of four elevation views are required. The height of the roof above the highest grade adjoining the structure must be shown.

E. Variances: Where circumstances such as topography, hardship, location of property lines, or other matters require, the Architectural Control Committee, may by an affirmative vote of the majority members of the Committee, allow reasonable variances from the requirements of this document.

F. Certificate of Approval: Upon satisfactory review of the required plans, the Architectural Control Committee will return one set of plans to the owner upon which will be affixed a stamp of approval. No changes can be made after approval of the plans without resubmitting the changes to the Architectural Control Committee. The Certificate of Approval shall be revoked if all of the improvements are not completed in accordance with the approved plans and specifications.

10. ASSIGNMENT OF POWERS: Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein it includes Developer and its successors and assigns.

11. AMENDMENT: This declaration may be amended by an instrument signed by not less than two-thirds of the owners of all lots, which amendment shall be effective upon recordation in the office of the recorder of Washington County, State of Utah. Prior to any material amendment to this declaration, written notice shall be sent to all lot owners and all holders of first mortgage liens, as heretofore provided.

The above notwithstanding, the Developer reserves the right to amend this declaration as it may deem necessary, from time to time during the development phase of the subdivision, as defined herein, for the purpose of bringing this declaration into compliance with the rules and regulations of any lending institution or governmental agency created for the purpose of making, underwriting, purchasing, or guaranteeing the repayment of loans for the purchase or construction of residential housing, or to add additional phases of the subdivision. This right of Developer to amend shall not require the vote or approval of any lot owner or lot owners, and shall be independent of all other rights guaranteed to or reserved by the Developer in this declaration and shall continue until all lots, in all phases of the subdivision, have been conveyed.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 26th day of July, 1994.

DECLARANT
MESA PALMS DEVELOPMENT, LTD.
By: PALMS DEVELOPMENT, INC.
GENERAL PARTNER

By: *Gary Jensen*
Gary Jensen
President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 26th day of July, 1994, before me personally appeared Gary Jensen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Palms Development Inc., General Partner of Mesa Palms Development, Ltd., and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.

Dennis E. Smith
NOTARY PUBLIC
Address: Carlsbad, UT
My Commission Expires: 6-11-96

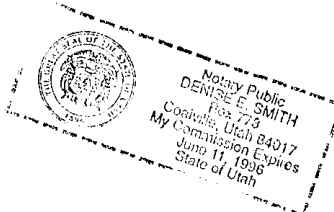


EXHIBIT "A"

Beginning at a point North 09 degrees 17' East 1767.03 feet along the Center Section Line and North 575.13 feet from the West 1/4 Corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 30 degrees 25'41" East 95.00 feet; thence South 51 degrees 34'19" East 75.00 feet thence South 30 degrees 25'41" West 95.00 feet; thence North 51 degrees 34'19" West 75.00 feet to the point of beginning.

PARCEL NO. 1:

Beginning at a point North 00 degrees 22'00" 660.00 feet along the Section line from the West 1/4 Corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 0 degrees 22' 00" West 665.28 feet to the North 1/16 Corner set by the BLM; thence North 09 degrees 16'00" East 1133.20 feet along the 1/16 line; thence South 66 degrees 21'00" East 197.21 feet to the point of a 20.00 foot radius curve to the right; thence Southerly 31.42 feet along the arc of said curve; thence South 23 degrees 39'00" West 54.19 feet to the point of a 200.00 foot radius curve to the right; thence Southwesterly 145.74 feet along the arc of said curve; thence South 65 degrees 24'05" West 419.36 feet to the point of a 250.00 foot radius curve to the left; thence Southwesterly 224.14 feet along the arc of said curve; thence South 14 degrees 01'50" West 75.01 feet; thence South 09 degrees 17'00" West 660.00 feet to the point of beginning. EXCEPTING THEREFROM that portion lying within the bounds of Dixie Drive Road.

PARCEL NO. 2:

Beginning North 09 degrees 17'00" East 660.00 feet along the Center Section Line from the West 1/4 Corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 0 degrees 22'00" West 660.00 feet; thence North 14 degrees 01'50" East 75.82 feet to the point of a 250.00 foot radius curve to the right; thence Northeasterly 224.14 feet along the arc of said curve to a point of tangency; thence North 65 degrees 24'05" East 229.37 feet; thence South 51 degrees 34'19" East 147.41 feet; thence South 30 degrees 25'41" West 100.00 feet; thence South 59 degrees 34' 51" West 53.61 feet; thence South 30 degrees 25'41" West 100.00 feet; thence South 51 degrees 34'19" East 25.00 feet; thence South 30 degrees 25'41" West 100.00 feet; thence South 56 degrees 34'31" West 52.62 feet; thence South 30 degrees 25'41" West 100.00 feet; thence South 51 degrees 34'19" East 818.24 feet to a point on the center section line; thence South 09 degrees 17'00" West 799.20 feet to the point of beginning.

PARCEL NO. 3:

Beginning at a point North 09 degrees 17' East 906.37 feet along the center Section Line and North 700.14 feet North 51 degrees 34' 19" West 25.00 feet from the West 1/4 corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian and running thence North 30 degrees 25' 41" East 100.00 feet; thence North 59 degrees 34' 51" East 53.61 feet; thence North 38 degrees 25' 41" East 100.00 feet; thence South 51 degrees 34' 19" East 400.00 feet to the most Northerly Corner of Lot 50, LAVA POINTE EAST NO. 2 SUBDIVISION, a Subdivision according to the Official Plat thereof, on file at the County Recorder's Office of Washington County, State of Utah; thence along said subdivision the following 3 courses South 30 degrees 25' 41" West 100.00 feet; South 36 degrees 45' 50" West 50.00 feet and South 38 degrees 25' 41" West 100.00 feet; thence leaving said subdivision and running along the boundary of LAVA POINTE EAST NO. 1 SUBDIVISION, a Subdivision according to the Official Plat thereof, on file in the Office of the County Recorder of Washington County, State of Utah, North 51 degrees 34' 19" West 420.00 feet to the point of beginning.

PARCEL NO. 4:

Beginning at a point North 09 degrees 17' 00" East 2351.51 feet along the Center Section Line and North 169.05 feet from the West Quarter Corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 12 degrees 50' 50" West 56.55 feet; thence North 19 degrees 03' 52" West 206.40 feet; thence North 14 degrees 42' 00" West 129.80 feet; thence North 51 degrees 34' 19" West 957.90 feet; thence North 66 degrees 21' 00" West 106.47 feet to a point on a 20.00 foot radius curve to the right; thence Southwesterly 10.475 feet along the arc of said curve to a point of tangency (long chord bearing is South 0 degrees 39' 24" West 10.356 feet); thence South 23 degrees 39' 00" West 54.19 feet to the point of a 200.00 foot radius curve to the right; thence Southwesterly 145.74 feet along the arc of said curve; thence South 65 degrees 24' 05" West 109.98 feet; thence South 51 degrees 34' 19" thence South 51 degrees 34' 19" East 45.89 feet; thence North 38 degrees 25' 41" East 70.00 feet to a point on a 115.00 foot radius curve to the left; thence Easterly along the arc of said curve 26.25 feet; thence South 54 degrees 44' 50" East 121.64 feet; thence South 23 degrees 35' 52" East 295.99 feet; thence North 70 degrees 42' 06" East 105.54 feet to the point of beginning. LESS AND EXCEPTING that portion lying within the bounds of MESA PALMS HOMES- PHASE I and MESA PALMS HOMES- PHASE II, according to the Official Plats thereof, on file in the Office of the Recorder of Washington County, State of Utah. LESS AND EXCEPTING that portion lying within the bounds of DIXIE DOWNS DRIVE ROAD, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

NOT LEGIBLE FOR MICROFILM

PARCEL NO. 5:

All of MESA PALMS HOMES- PHASE I, according to the Official Plat thereof, on file in the Office of the County Recorder of Washington County, State of Utah.

PARCEL NO. 6:

All of MESA PALMS HOMES- PHASE II, according to the Official Plat thereof, on file in the Office of the County Recorder of Washington County, State of Utah.