

195

**GEMINI MEADOWS SUBDIVISION
TWIN HOME LOTS, LLC**

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND USE RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

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RECITALS

PATSY CUTLER - IRON COUNTY RECORDER
2006 MAY 23 09:39 AM FEE \$185.00 BY PTC
REQUEST: CEDAR LAND TITLE INC

- A. Declarant is the owner of certain real property located in the City of Cedar City, County of Iron County, State of Utah, which is more particularly described below.
- B. Declarant will convey the property subject to certain protective covenants, conditions, restrictions, reservations, liens, charges, and assessments as provided hereafter.
- C. The GEMINI MEADOWS HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation, will be formed or has been formed to administer the terms of the Declaration.
- D. Declarant desires to provide for preservation and enhancement of the property values and amenities of the property and for maintenance of the Common Area. To this end and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Properties referred to in Recital A, as well as those described in Exhibit A attached hereto, if said lands or any part thereof become annexed to GEMINI MEADOWS SUBDIVISION, PHASE I to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Property and each Owner thereof.

WHEREAS, the undersigned (hereafter "Developer") is the owner of certain real property located in Cedar City, Iron County, State of Utah, identified as Gemini Meadows Subdivision, Twin Home Lots LLC, such property being more particularly described in Addendum "A" attached hereto, made a part thereof.

WHEREAS, Developer will cause or has caused such property to be conveyed subject to certain protective covenants, and restrictions as hereinafter set forth.

154, 155, 156

NOW THEREFORE, Developer hereby declares that all of the properties described in Addendum "A" shall be held, sold and conveyed or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands; and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors, and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit: Excluding lots 154, 155, 156

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot that is subject to assessment shall be a Member of the Association. The Declarant shall also be a Member of the Association. With respect to the Membership of Owners, Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. Board of Directors. The Board of Directors shall initially consist of three (3) members. Declarant reserves the right to appoint the Board of Directors and to exercise all powers and responsibilities associated with the Board of Directors until December 31, 2016.

Section 3. Classes of Membership. The Association shall have two (2) classes of membership:

(a) Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B Member shall be Declarant and shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the eighty percent (80%) of all Lots owned in the Project by Declarant are sold; or

(ii) on December 31, 2016.

(c) Changes in Voting Procedure. If Declarant shall exercise its option to expand and add additional Lots, then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, and Declarant may regain its Class B voting status for all Lots owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

(d) Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any such Owner, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

(e) Limitation on Members' Votes. Electing members to the Board of Directors shall be subject to the reservation in Article III, Section 2.

ARTICLE I

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Declarant (as applicable) and Members, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such Deed, is

deemed to covenant and agree to pay to the Association (i) annual assessments, (ii) special assessments, and (iii) additional assessments as set forth in this Declaration. Assessments shall be levied, fixed, established and collected from time to time as provided below. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding any assessment obligation otherwise described in this section, Declarant shall pay no assessment (annual, special or additional) unless a Home owned by Declarant is constructed on a Lot and is occupied as a residence.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of taxes and insurance on the Common Area; management and supervision of the Common Area; repair and maintenance of the Common Area; establishing and funding a reserve to cover the repair or replacement of improvements within the Common Area; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

Section 3. Non-Applicability of Assessments to Declarant. For all unsold lots, Declarant and Declarant's successors in interest shall not be responsible for or required to pay any assessments. Assessments shall be assessed to Lots only after they have been conveyed to an Owner by Declarant or Declarant's successor in interest.

Section 4. Basis and Maximum of Annual Assessments. Each Lot on which a Living Unit has been constructed and which is certified for occupancy shall be assessed according to the schedule set forth below. The annual assessment for each Lot shall be determined by the Board of Directors setting an annual base assessment.

The Board of Directors shall fix the base annual assessment at an amount not in excess of the maximum allowed.

(a) Until December 31, 2011, the maximum annual base assessment shall be \$120.00 per Home site (or \$10.00 per month).

(b) From and after December 31, 2011, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without approval of two-thirds (2/3) of the Members of each Class. Any such vote must be taken at a meeting to be called for this purpose.

(c) The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken incident to (i) a merger or consolidation which the Association is authorized to participate in under its Articles of Incorporation, or (ii) an expansion of the Project in phases.

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Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association, upon assent of two-thirds (2/3) of Class A Members at a meeting called for this purpose, may levy in any assessment year a special assessment applicable to the year for the purpose

of (i) defraying, in whole or in part, the cost of any construction (including new construction), reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto; and (ii) such other purpose as two-thirds (2/3) of all Class A Members approve.

Section 6. Reserve Fund. The Association shall maintain a reserve fund, funded by annual assessments. Special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto on any phase of the Project, will be allowed only after the reserve fund has been expended and not replenished.

Section 7. Declarant Subsidy. Declarant or its assigns shall have the obligation to subsidize the Association until Declarant's rights as a Class B Member terminate as provided in Article III, Section 3. Subsidization shall be defined as the payment of the reasonable cost needs of the Association for ordinary and necessary maintenance expenses of the Common Area of uncompleted (i.e., all Lots not being sold to first-time buyers) phases of the Project (excluding construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto).

Section 8. Notice and Quorum for any Action Authorized Under Article IV, Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Sections 3 and 4, shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast two-thirds (2/3) of all the votes of each Class of Members shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Rate of Assessment. Annual and special assessments shall be fixed at uniform rates for all Lots and may be collected on a monthly basis.

Section 10. Date of Commencement of Annual Assessments; Regular Assessments; Due Dates. The assessment provided for herein shall commence to accrue on the first day of the month following conveyance to an Owner. The first assessment shall be adjusted according to the number of months remaining in the calendar year. In the absence of a determination by the Board of Directors as to the amount of said assessment, the assessment shall be an amount equal to ninety percent (90%) of the maximum assessment provided above.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for payment of said assessment shall be established by the Board of Directors.

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The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Furthermore, a first mortgage holder, upon request, is entitled to a written certificate from the Association advising of any default by the Lot Owner of any obligation not cured within sixty (60) days. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) Non-Payment. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association shall have the remedies provided in subsection (b) below.

(b) Remedies. For any delinquent payment as provided in subsection (a) above, the Association shall be entitled to all or any combination of the following remedies against a Member whose assessment is delinquent:

- (1) File a notice of lien on the Lot.
- (2) Bring an action at law against the Owner personally obligated to pay for the following:
 - a. the principal amount of the unpaid assessment;
 - b. interest from the date of delinquency at a rate of eighteen percent (18%) per annum, or such other rate as the Board of Directors may establish from time to time; and
 - c. all court costs and attorney fees.
- (3) Foreclose the lien against the Lot to satisfy judgment rendered for the full amount of the delinquent assessment, including interest, costs and attorney fees as specified above.
- (4) Levy, as an additional sum to such delinquent assessment, all expenses for preparation of the notice of lien (whether or not prepared by an attorney), court costs, interest and reasonable attorney fees.
- (5) Withhold and interrupt any or all services performed by the Association in behalf of the delinquent Member.

(c) Right to Bring Action. Each Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association, its successors, assigns or agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

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Section 12. Non-use and Abandonment. No Owner may waive or escape personal liability for the assessments provided for herein, nor release the Lot owned by him from the liens and charges hereof, by non-use of any Common Area or abandonment of his Lot.

Section 13. Subordination of Lien to Mortgages. The lien created hereunder upon any Lot shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first mortgage (meaning a mortgage with first priority over other mortgages) or equivalent security interest on any Lot, made in good faith and for value, recorded prior to the date any such assessment becomes due. Any holder of a first mortgage lien or equivalent security interest on a Lot who comes into possession by virtue of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take said Lot and the improvements appurtenant thereto free of any claims for unpaid assessment charges against said Lot which accrue prior to the time such holder comes into possession of the Lot, except for the claims for a share of such expenses or charge resulting from a reallocation of such assessment or charges to all Lots including the mortgaged Lot. Any first mortgagee, who obtains title to a Lot in the development pursuant to the remedies in the mortgage/deed of trust or through foreclosure of the mortgage/deed of trust or any other security instrument, shall not be liable for more than six (6) months of the Lot's unpaid dues or charges which have accrued before the acquisition of title to the Lot by the mortgagee through foreclosure. However, no such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 14. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All Properties dedicated to and accepted by any local public authority;
- (b) The Common Area; and
- (c) Lots owned by Declarant, except for Lots owned by Declarant on which a unit is constructed which is occupied as a residence.

ARTICLE 2 General Provisions

2.1. PURPOSE: The purpose of these restrictions is to provide for the enhancement and protection of the value, desirability and attractiveness of the properties. These covenants shall be binding on any person or entity acquiring an interest in the subject property and shall inure to the benefit of each party and shall run with the land.

2.2. ARCHITECTURE: The architecture of each home shall be contemporary. Or similar style structure built on site with new materials approved by the Architectural Control Committee. No Western Style, flat roof, adobe appearing, homes will be approved. No modular or manufactured homes shall be approved. The elevation of the home shall be in accordance with the style of the other homes in the subdivision to enhance the ambiance of the subdivision.

2.3. ARCHITECTURAL CONTROLS: Prior to the commencement of construction of any dwelling, garage, storage building, fence, pool, or other improvements on any Lot in this subdivision, construction drawings, specifications and locations shall be submitted and approved by the Architectural Control Committee as to design and quality of materials, harmony of external design with existing (or Proposed) structures, and location with respect to topography and finish grade elevation. Approval shall also be obtained from Cedar City. Approval letter will be required from Architectural Control Committee prior to making application for permits and paying impact fees.

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2.4. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall comprise of the two developers, John M. Tippetts and Aaron R. Tippetts until all of the Lots are sold. Afterwards, the Architectural Control Committee shall comprise of two members elected by a majority of the property owners and the term of each member shall be two years. . The owner of each twin home lot shall have two votes (one vote for each home or home site) After the twin home is built and a certificate of occupancy has been issued by Cedar City the two units comprising the twin home can be sold separately. The owner of one unit of a twin home shall have one vote.

2.5. MINIMUM DESIGN STANDARDS: All structures shall be constructed in accordance with the prevailing zoning and building ordinances. Detached garages may be approved on the oversized lots, provided they are architecturally appropriate as determined by the Architectural Control Committee. Each home shall have a one (1) or two (2) car garage, exceptions can be made by the Architectural Control Committee. Carports are not be allowed. Builder to provide two off street parking spaces in addition to the garage shall be provided for each side of the twin home. Each side of the twin home must be built at the same time and by the same builder. One side of a twin home lot cannot be built first and the second one added later.

2.6. BUILDING LOCATION: All dwellings shall have a Twenty Five Foot (25) setback. Side set backs shall be as required by Cedar City Ordinances and this document. All homes that are adjacent to the airport approach zone shall not extend residential living space into the approach zone. This rule is to be strictly enforced by the home owners association for the protection of the Cedar City airport approach zone.

2.7 BASEMENTS: The City of Cedar City will determined if a basement can be built on any particular lot in this subdivision.

2.8. ROOFS, ROOFING AND SIDING: Roofing materials will consist of textured shingles. All roofs must be 4/12 pitch or greater. Masonry veneers, rock brick, synthetic stucco, and vinyl siding are acceptable for exterior walls. The color of exterior materials must be approved by the Architectural Control Committee. All homes in the subdivision must be constructed with at least 25% of the front elevation of the home with brick, rock, or stone décor, or equivalent. Exterior walls to be of synthetic stucco or vinyl siding. Soffit and fascia to be aluminum or synthetic stucco. Trim moldings are required around the windows, doors, garage doors and gable end vents. The trim molding is to be approved by the Architectural Control Committee.

2.9. LANDSCAPING: Within six (6) months of occupancy, the front yard must be landscaped in a satisfactory manner. At least 50 % of front landscaping must be zeroscape. All unimproved portions of the street side or sides of the lot from the front of the home out to the street or streets must be landscaped. Also, at least one tree is to be planted in the front of the home, unless trees are already present. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on street corner lots shall be located so as not to create a hazard for movement of vehicles along the streets. No trees or tall shrubs shall be planted on any street corner, in accordance with city code. Undeveloped lots shall be kept free of all tall vegetation by the owner of said lot. Should excessive growth occur, the owner shall be notified of such condition and shall be given 30 days to correct the same, or the Architectural Control Committee may order such correction effected, the expense of which shall be borne by the owner of the undeveloped lot.

2.10. **FENCING:** Each owner shall construct a six foot back yard privacy fencing on each lot. The privacy fencing in the subdivision will be block wall which will be of the same color and design through out the project. There will be no wood or chain link or vinyl allowed for privacy fencing. Gates shall be constructed of wrought iron with fiberglass privacy screen attached to the back side of the gate. All gates in the subdivision shall be constructed of similar material however variation in gate design is allowed. Small areas of decorative fencing may be made of any material with the approval of the Architectural Control Committee. Exceptions to the above rules can be approved by the Architectural Control Committee to improve esthetics or livability. Block wall footage will be established for each lot by the buyer and developer of each particular lot. Buyer will be responsible for paying for the block wall for their property at close of escrow. The approximate cost is \$34.00 dollars per foot. Any portion of block wall shared with another lot will be estimated at ½ price. Money for the fence will be held in a separate account at Cedar Land Title and released directly to the fencing contractor at completion of fence portions.

2.11. **IMPROVED SURFACES:** All driveways, walkways, parking areas and other areas of similar nature shall be improved with concrete.

2.12. **ANTENNA AND MECHANICAL DEVICES:** In general, any antenna must be located at the rear of the Lot or home. Radio antennae, or devices for the reception or transmission of radio, microwave, or other similar signals, to include TB antennae, and satellite dish, shall be permitted on any Lot only upon approval of the Architectural control committee. No air conditioning, heating nor similar devices shall be mounted on the roof without express approval of the Architectural Control Committee.

2.13. **TEMPORARY STRUCTURES:** No structure of temporary character, i.e., trailer, mobile home, modular home, basement, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently. Motor homes may be occupied by guests of the Lot owner for a period not in excess of ten (10) days at any one time.

2.14. **KEEPING ANIMALS:** The keeping of family pets and other critters shall be a matter to be controlled by the ordinances of Cedar City. Lot owners shall not board or keep livestock on the Lots.

2.15. **VEHICLES:** Motor vehicles that are inoperable shall not be permitted to remain upon any street or lot. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired, or repainted on any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots. The forgoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No noisy off the road vehicles such as four wheelers or noisy motorcycles may be ridden in the subdivision or on the Lots. The above shall not preclude small tractors or other small agricultural implements.

2.16. **STORAGE OF MATERIALS:** No lumber, material or bulk material shall be kept, stored or allowed to accumulate on any Lot except building or other materials to be used in connection with any ongoing construction, alteration or improvement approved in accordance with the term hereof. During construction and for a period of sixty (60) days after completion, a Lot may be used for the storage of materials used in the construction of the building or its improvements. The total storage period shall not exceed eight (8) months.

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2.17. **GARBAGE AND REFUSE DISPOSAL:** No Lot shall be used or maintained as a

dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot. A garden compost pile is acceptable if properly screened from sight.

2.18. **SIGNS:** No sign of any kind shall be displayed to the public view on any Lot except a sign that has been approved by the Architectural Control Committee. Customary Real Estate for sale signs are permissible.

2.19. **DAMAGES:** Any damage inflicted on improvements such as curbs, gutters, streets, concrete, etc. in the subdivision must be repaired as soon as possible. If damage occurs, the responsible party is required to repair the damage in a timely manner. If the Lot owner who is at fault does not act in a responsible manner, the developer or other homeowner may rectify the problem and charge the Lot owner.

2.20. **COMMERCIAL ENTERPRISE:** No commercial enterprise of any description shall be conducted on any Lot. This shall be construed to mean the selling of goods, operating a business of any nature either for profit or charity, except for a home office.

2.21. **NUISANCES:** No noxious or offensive activity shall be carried out on any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. NO Lot shall be used for any illegal purpose.

2.22. **DURATION:** these Covenants, Conditions, and Restrictions shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation of the Declaration, after which time this Declaration shall be automatically extended for successive periods of like duration if such extension has been approved by the then current Home Owners Association. This Declaration may be terminated after the aforesaid period of time if such decision has been recorded with the Iron County Recorder's office.

2.23. **CARE AND MAINTENANCE OF EACH LOT:** The owner of each Lot shall keep the same free from rubbish, litter, and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

2.24. **EXEMPT:** The developer is exempt from all constraints in the Declaration.

2.25. **ARBITRATION CLAUSE:** Any controversy or claim arising out of or relating to this document or the breach thereof will be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

2.26. **RIGHTS TO ENFORCE:** The provisions in the Declaration shall be enforceable by the land developer and its assigns, or by the owner or owners of any Lot or portion of property in the subdivision, or their legal representatives. In addition, the City of Cedar City may enforce duly passed and approved ordinances.

2.27. **SEVERABILITY:** In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.

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2.28. **AMENDMENT:** This Declaration may be amended by a written document signed by

the owners of two thirds(2/3) of the vote in the Gemini Meadows subdivision.

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

ARTICLE III

INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE

The address of the initial registered office of the Association shall be John Tippetts, 283 South 400 West Hurricane, UT 84373

IN WITNESS WHEREOF, the undersigned, being Declarant herein, have hereunto set their hand and seal the day and year first written above.

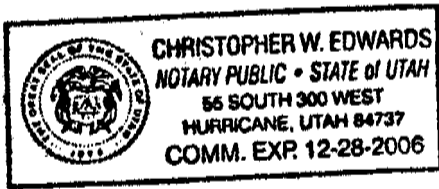
TWIN HOME LOTS, LLC

[Signature]

By: John M. Tippetts
Its Manager

State of Utah)
 ss.
County of Washington)

On this 7 day of May, 2006, before me personally appeared before me, John M. Tippetts, whose identity is personally known to 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 Manager of TWINHOME LOTS LLC, and that the foregoing Covenants, Conditions and Restrictions ("CC&Rs") were signed by him on behalf of said limited liability company by proper authority and he acknowledged before me that said limited liability company executed the CC&Rs for the purposes stated therein.



[Signature]

Notary Public

Addendum A

Legal Description

All of Lots 1-156, GEMINI MEADOWS SUBDIVISION, according to the Official Plat thereof on file in the Office of the Iron County Recorder.