

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CANYON CLIFF SUBDIVISION
Phase III

The undersigned, LAYTON P. OTT, owner of that certain property described at Exhibit A hereto, also known as Canyon Cliff Subdivision-Phase III, according to the Official Plat thereof, filed concurrently herewith, hereby dedicates the property described at Exhibit A and said Plat, the following Declaration of Covenants, Conditions and Restrictions:

1) Use of Lots. Lots shall be used and approved for single-family living purposes, provided that home occupations as approved and permitted by the Town of Ivins under the Ordinances existing for the Town or any successor entity from time to time, shall be allowed.

2) Front Yard Landscaping: Front yard landscaping shall be installed initially with the building of a living unit. Thereafter, front yard landscaping shall be maintained by the unit owner at the unit owner's expense. In the event any unit owner shall fail to properly and adequately maintain the front yard area in a pleasing manner of appearance, the Architectural Control Committee or the original Declarant, shall have the right to require the yard to be maintained, and in the event that any unit owner shall fail to adequately maintain the front yard area to a standard approved by the Architectural Control Committee (as hereinafter defined) the Architectural Control Committee, or the Declarant (or his assigns) shall have a right of action against the defaulting land owner, in which event the defaulting land owner shall also be required to pay all costs and expenses of any such action including reasonable attorney's fees.

3) Architectural Control Committee. With the exception of any lots built by the Declarant or his designated builders or developers, any and all building structures and front yard landscaping built by any lot owner shall be subject to the prior approval of an Architectural Control Committee. Initially, the Architectural Control Committee shall be three (3) individuals selected by the Declarant. When all lots are sold, the remaining lot owners in Canyon Cliffs Subdivision (all phases) shall be vested with the right to create and maintain the Architectural Control Committee based upon the majority approval of the remaining lot owners made by written consent, or at a meeting called for this purpose. At such a meeting, a quorum of 50% of the lot owners shall allow the meeting to proceed and appoint an appropriate Architectural Control Committee by majority vote of those present.

The Architectural Control Committee shall be vested with the right to set reasonable standards for the construction of single-

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family living units on lots, together with reasonable standards for front yard landscaping. Color scheme, roofing materials, design and landscape plan shall be in harmony with those standards developed by the Declarant and his designated builder/developer. Any front yard landscaping and any structure, fence or front yard improvement shall be subject to this review and approval. In that regard, detailed plans for any building of structures or other improvements, together with a landscape plan shall be submitted to the Architectural Control Committee prior to commencing construction. In the event that plans are submitted to the Committee and are not acted upon for a period of more than thirty (30) days, they shall be deemed to be approved.

In the event that there shall be a dispute with the Architectural Control Committee with any lot owner resulting in court action the prevailing party shall be entitled to its costs and expenses of any such action, including reasonable attorney's fees. The Architectural Control committee shall be vested with the right to enforce its reasonable Rules and Regulations, and also the right to enforce any failure of maintenance of front yards of the homes, together with exterior maintenance of the homes themselves, including external facia, glass, roof structures, garages and the like as provided in paragraph 2 and paragraphs 7 and 8 below.

4) Minimum Square Footage. The minimum square footage for any living units shall be 900 sq. ft. finished interior on the ground level, exclusive of garage, patios, decks or any other semi-external space. In the case of split-level homes, the ground level shall contain all contiguous living areas not directly above another principal area of living space and vertically separated by not more than six (6) feet.

5) Quiet Enjoyment. No noxious or offensive trade or activity shall be carried on or upon any lot or any part of the property, nor shall anything be done thereon which may be or become an annoyance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the owners of each respective lot.

6) Equipment, Motor Vehicles, Etc. No motor vehicles, trailers, campers, boats or similar equipment or vehicle not in running condition and properly licensed will be parked on any lot except in a duly constituted garage or carport.

7) Weeds. Noxious plants and weeds must be controlled, and the owner of each lot is responsible for removing them from his lot. In the event of a failure to maintain the lot according to this paragraph (whether or not a residence is in place) the Architectural Control Committee shall have the right to require the same to be cleaned as provided elsewhere in this Covenant.

8. Garbage Removal and Animal Waste. All rubbish, trash, garbage and animal waste shall be regularly removed from the property by the owner. This does not preclude the use of manure whether produced on or off the property as a soil amendment.

However, owners must pertinently manage the use or disposal of manure so as to minimize offensive odors.

9. Enforcement. These Covenants may be enforced by the owners of the property to which this Covenant has been applied. This Covenant shall be deemed a covenant to run with the land, and shall be binding upon the Declarant and his heirs, successors or assigns. The Architectural Control Committee shall also have the right of enforcement for all matters affecting the building, appearance and maintenance of the Project.

10. Amendment. This Declaration of Covenants, Conditions and Restrictions may be amended by the Declarant, whenever needed to comply with any applicable requirements of governmental authority, or the requirements of any mortgage lender for any lot. Further, these Covenants may be amended upon obtaining the signature of 75% of the owners of lots in the Subdivision (Canyon Cliffs Phase III) (one vote per lot).

11. Additions to Subdivision and Amendments to Plat. Declarant for himself or his successors or assigns reserves the right to change the legal description of any lot in the subdivision, provided Declarant shall own any affected property or has the written permission of any affected owner by filing an amended plat approved by the Town of Ivins. Declarant further reserves the right unto himself to amend the Plat of Canyon Cliffs Phase III, to make any necessary boundary adjustments in lots, provided that the Amendment shall have the written permission (by execution of the Amended Plat) of any lot directly changed by the Amendment.

Declarant shall also have the right to utilize more than one lot for a single residence.

Declarant reserves the right, without the permission of any lot owner to expand the subdivision to adjacent property, without limitation, for a period of seven (7) years from the date hereof.

12) Declarant's Rights Assignable. The right of Declarant shall be assignable on appropriate assignment instrument in writing.

DATED this 18th day of AUGUST, 1993.

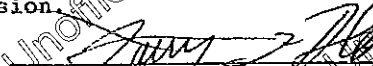


Layton P. Ott

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 18th day of AUGUST, 1993, personally appeared before me Layton P. Ott, the signer of the foregoing document, who upon being

duly sworn, acknowledged to me that he executed the same as the
Declarant for Canyon Cliff Subdivision.


Notary Public LARRY T. BLAKE

My Commission Expires:
12-28-93

Residing In:
ST. GEORGE, UTAH 84770

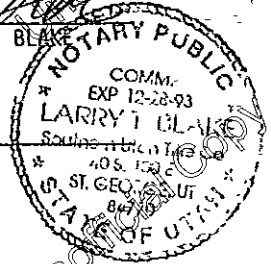


EXHIBIT A

Beginning at the Southwest Corner of "Canyon Cliff Subdivision - Phase 2", said point being N 88°34'11" E 2043.09 feet along the Center Section and S 00°04'47" E 671.185 feet along the West line of Lot 6, Block 24 of the St. George & Santa Clara Bench Irrigation Company Survey from the West 1/4 corner of Section 5, Township 42 South, Range 16 West, Salt Lake Base & Meridian and running thence along said "Canyon Cliff Subdivision - Phase 2" N 88°34'11" E 112.09 feet; thence S 76°05'25" E 51.53 feet; thence N 88°34'11" E 370.83 feet; thence N 00°10'03" E 36.02 feet; thence N 88°34'11" E 145.14 feet to a point on the Center section line of said Section 5; thence leaving said Canyon Cliff Subdivision - Phase 2 S 00°10'03" W 705.28 feet along the center section line to the 1/16 corner; thence along the 1/16 line S 89°00'12" W 675.09 feet to the Southwest corner of Lot 7, Block 24, St. George & Santa Clara Bench Irrigation Company Survey said point also being the Southeast corner of "Sunset Estates Plat-B Subdivision"; thence along the boundary of said "Sunset Estates Plat-B Sub." N 80°04'47" W 677.71 feet to the point of beginning.

Containing 10.515 acres