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DEL BOCA VISTA, LLC
C/O Chuck Spilker
1240 East 100 South #4
St. George, Utah 84770

DOC # 20060019190

Restrictive Page 1 of 26
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Declaration of Covenants, Conditions, and Restrictions for

Dixie Country Lane Estates

a residential subdivision located in
Washington City, Utah

Declarant owns certain real property in Washington County, Utah, which is more particularly described as:

See Exhibit "A" attached hereto and incorporated herein by this reference

Declarant desires and intends to protect the value and desirability of the Property as a harmonious and attractive residential subdivision. Therefore, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, and easements, and to the Plat recorded concurrently. The covenants, conditions, and restrictions in this Declaration and the Plat shall be construed as covenants of equitable servitude; shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

The following definitions shall control in this Declaration. Any terms used in this Declaration that are not defined shall have their plain and ordinary meaning.

1.1 **"Articles"** means and refers to the Articles of Incorporation of Dixie Country Lane Estates Owners Association. The purpose of the Articles is to establish the Association as a non-profit corporation under Utah law.

1.2 **"Association"** means Dixie Country Lane Estates Owners Association, a Utah non-profit corporation, its successors and assigns.

1.3 **"Bylaws"** means and refers to the Bylaws of the Dixie Country Lane Estates Owners Association. The purpose of the Bylaws is to govern the Association's

internal affairs, such as (for purposes of example but not limitation) voting, elections, and meetings.

1.4 "**Common Area**" means all real property, including the improvements thereto and facilities thereon, owned or hereafter acquired by the Association for the common use and enjoyment of the Owners.

1.5 "**Common Expense**" means and refers to those sums expended by the Association in carrying out its duties and responsibilities of ownership, operation, and maintenance of the Common Area, including but not limited to: (a) expenses of administration, maintenance, repair, or replacement of the Common Area; (b) real property taxes assessed against to the Common Area which are not otherwise assessed pro rata to and paid by the Lot Owners; (c) insurance premiums on coverage obtained by the Association for the Common Area; and (d) utilities and fees for which the Association may be responsible; and establishment of a reserve account to cover repair or replacement of the Common Area.

1.6 "**Declarant**" means the undersigned and their successors and assigns. The Declarant is the developer of the Property.

1.7 "**Declarant Control Period**" means the period of time during which the Declarant has "Class B" membership status as provided for herein.

1.8 "**Declaration**" means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.

1.9 "**Directors**", "**Board of Directors**", or "**Board**" means the governing body of the Association.

1.10 "**Lot**" means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership.

1.11 "**Lot Owner**" means and is synonymous with the term "Owner".

1.12 "**Owner**" means the entity, person, or group of persons owning fee simple title to any Lot which is within the Property.

1.13 "**Plat**" means the subdivision Plat recorded herewith prepared and certified by a Utah Registered Land Surveyor and any replacements thereof, or additions thereto.

1.14 **"Property"** means that certain real property hereinbefore described, and such annexations and additions thereto as may hereafter be subjected to this Declaration. The term "Subdivision" is synonymous with the term Property.

1.15 **"Subdivision"** means that certain real property hereinbefore described, and such annexations and additions thereto as may hereafter be subjected to this Declaration. The term "Property" is synonymous with the term Subdivision.

ARTICLE 2
USE RESTRICTIONS AND REQUIREMENTS

2.1. **Land Use and Building Type.** All Lots, and the homes constructed thereon, shall be used only for single family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof; 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 a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal, business or professional telephone calls or correspondence therefrom.

2.2. **Form of Conveyance.** Subsequent to the recording of the Plat and this Declaration, contracts to convey, instruments of conveyance, and every other instrument affecting title to a Lot within the Subdivision shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances appropriate to conform to the requirements of any governmental authority:

Lot _____ as identified in the official Plat of Dixie Country Lane Estates, recorded in the Office of the Washington County Recorder as Entry No. _____, in Book _____, at Pages _____, **SUBJECT TO** the Declaration of Covenants, Conditions, and Restrictions for Dixie Country Lane Estates, recorded in the Office of the Washington County Recorder as Entry No. _____, in Book _____, at Pages _____ and any amendments or supplements thereto, **TOGETHER WITH** a right and easement of use and enjoyment in and to the Common Area described and as provided for in said Plat and Declaration.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot within the Subdivision.

2.3. Title to Common Area. As soon as possible following the concurrent recordation of this Declaration and the initial Plat, Declarant shall convey to the Association title to the Common Area described in such Plat, free and clear of all liens other than the lien of current general taxes and the lien of any nondelinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities. The same procedure shall be followed with respect to any Common Area contained in subsequent plats following their concurrent recordation with any required Declaration of Annexation.

2.4. Lot Size. Lot sizes as described on the Plat are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of said subdivision. Lots may not be combined for construction of a single home.

2.5. Care and Maintenance of Lots. Each Owner shall be responsible for maintenance and upkeep of his Lot and 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. In the event any Owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property, or affect adversely the value or use of any other Lot, the Directors shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become part of the assessment to which such Lot is subject.

2.6. Care and Maintenance of Common Area. The Association shall be responsible for care and maintenance of the Common Area and improvements thereon. Any damage caused to the Common Areas and/or improvements by any Lot Owner and/or their agents, guests or invitees must be repaired by the Lot Owner as soon as possible after such damage is discovered, and in the event of failure of the Owner to make such repairs, the Association may make such repairs and the expense of such repair shall be borne by the Lot Owner.

2.7. Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property 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.

2.8. **Weed Control.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot so as to minimize weeds, fire and other hazards to surrounding Lots, Homes, the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, animals, land, or the public health.

2.9. **Pest Control.** No Lot Owner shall permit any thing or condition to exist upon his Lot which would induce, breed, or harbor infectious plant diseases or noxious insects. Each Owner shall perform such pest control activities on his Lot as may be necessary to prevent insects, rodents, and other pests from being present on his Lot.

2.10. **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 be or may become an annoyance to the Subdivision.

2.11. **Safe Condition.** Without limiting any other provision of these covenants, 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 endanger the health of or interfere with the safety or reasonable enjoyment of other Owners of their respective Lots.

2.12. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, 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 any such Lot or portion of the Property.

2.13. **Animals, Livestock, Poultry, and Agriculture.** 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, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances and shall be on a leash or inside a fence when outside the Owner's home. Kennels, runs, and leash areas must be kept in a clean and sanitary condition. Owner's shall control any barking or noise from their animals which may cause a nuisance to neighboring Owners.

2.14. **Garbage and Refuse Disposal.** No Lot or part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the

Property shall be kept in sanitary containers inside a structure 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 laws and ordinances inside homes that are properly equipped with inside incinerator units.

2.15. Sewage Disposal. Each home shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

2.16. Clothes drying. Facilities for hanging, drying, or airing of clothing or household fabrics shall be screened from public view.

2.17. RVs, Boats, and Vehicles. No inoperative automobile shall be placed or remain on any Lot or adjacent street for longer than 48 hours. No commercial type vehicles and no trucks shall be parked or stored within the front yard set-back area of any Lot or within the side yard building set-back area on the street side of any corner Lot, or on any public street within the Subdivision except while engaged in transient business. Trailers, motor homes, trucks under $\frac{3}{4}$ ton capacity, boats, campers not on a truck bed, buses, tractors or maintenance equipment of any kind shall be parked or stored behind the front yard set-back area in an enclosed area screened from street view. Sufficient side yard gate access shall be planned and provided for in the design of any dwelling to permit ingress, egress, and storage of trailers and recreational type vehicles on side and rear yards. The Property does not contain, nor will the Association provide, any parking area for the storage of recreational vehicles of any kind, including, but not limited to, motor homes, campers, trailers, ATVs, motorcycles, snowmobiles, ski-doo's, and other similar recreational vehicles, and no such recreational vehicles shall be parked or stored on any public street or on any Lot driveway.

2.18. Garages; Guest Parking. Garages are to be used for the parking of automotive vehicles and not for the primary purpose of storing miscellaneous items. Owners should require their guests to park in the Lot Owner's driveway as opposed to public streets.

2.19. Declarant Business, Marketing, and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of homes and sale of Lots during the Declarant Control Period, and upon such portion of the Property including lots or Common Area, if any, as Declarant deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

ARTICLE 3
ARCHITECTURAL AND LANDSCAPE REVIEW

3.1. Architectural and Landscape Committee. Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements, approval of the Architectural and Landscape Committee ("**ALC**") is required.

3.1.1. Appointment and Membership. The ALC shall consist of a minimum of three (3) persons. During the Declarant Control Period, the Declarant shall be entitled to carry out the functions and responsibilities of the ALC or may otherwise appoint all members of the ALC. Thereafter, the ALC shall consist of the Board of the Association or of three (3) or more persons appointed by the Board. Unless appointed by the Declarant, all members of the ALC shall be Lot Owners.

3.1.2. Procedural Rules and Regulations. The ALC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for review and inspection upon request. The ALC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to Owners who have made application to the ALC for approval of plans.

3.1.3. Submission of Plans. Two (2) complete sets of building plans and specifications shall be filed with the ALC, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the ALC may determine from time to time, and an application and such supporting material, such as samples of building materials, as the ALC deems necessary. No work shall commence unless and until the ALC shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said ALC pursuant hereto. The second set of such plans shall be filed as a permanent record with the ALC.

3.1.4. Rights and Standards of Approval. The ALC shall have the right to refuse or approve any plans and 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, on the outlook from adjacent or neighboring property.

3.1.5. Architectural Standards. In addition to the architectural standards and guidelines established in this Article, the ALC may promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.

3.1.6. Time Frame for Action. In the event the ALC fails to approve or disapprove in writing any plans within sixty (60) days after such plans are properly submitted to it for consideration in accordance with this Article 3, then approval shall be deemed to have been given. Provided, however, that materials which are not in conformity with the provisions of this Declaration or any architectural standards promulgated by the ALC pursuant to the authority of this Declaration shall be deemed disapproved.

3.1.7. Non-Liability. Neither the ALC nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article, even where approval of any design may technically violate this Declaration. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The ALC's review of plans shall in no way be concerned with structural or mechanical integrity or soundness. The non-liability provided to the ALC in this Article shall extend to Declarant.

3.1.8. Waiver. The approval of the ALC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ALC to disapprove any similar plans and specifications subsequently submitted.

3.1.9. Compensation. Unless authorized by resolution of the Board, the members of the ALC shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the ALC shall be paid such compensation as the ALC determines.

3.1.10. ALC Enforcement. The ALC may levy a fine or penalty of up to Five Hundred Dollars (\$500.00) per day against any Owner who fails to refrain from violating these covenants or any rule of the ALC. The ALC shall provide five (5) days written notice and opportunity for the Owner to cure the violation prior to levying such fine or penalty. All fines and penalties levied and attorney fees, expenses, and costs

incurred in collecting such fines and/or penalties shall constitute a lien on the Owner's Lot, and shall also be a personal obligation of the Owner, enforceable at law, until such payment therefor is made. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in this Declaration or by applicable law.

3.1.11. Declarant Exemption. Declarant shall be exempt from the provisions, restrictions, and requirements of this Article, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

3.2. Governmental Permit Required. No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefor is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ALC to refuse to approve any such matter.

3.3. Design Restrictions and Guidelines. In order to promote a harmonious community development and protect the character of the Property, the following guidelines, together with any guidelines hereafter established by the ALC, are applicable to the Subdivision. These guidelines are applicable to any construction performed within the Subdivision, whether new construction, remodeling, or any replacement structures.

3.3.1. Purpose and Intent. The intent of these restrictions and guidelines, and any guidelines hereafter established by the ALC pursuant to this Declaration, is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements. The restrictions and guidelines serve as an evaluative aid to Owners, builders, project developers, design professionals, City staff, the Planning Commission, City Council and the ALC in the design review of individual, private and public developments within the Subdivision. The Washington City Zoning Regulations will apply for any area of design not addressed in these restrictions and guidelines or any guidelines hereafter established by the ALC pursuant to this Declaration.

3.3.2. Permitted Structures. The only building or structure permitted to be erected, placed or located on any Lot within the Subdivision shall be a detached single family home placed within the building envelope for each Lot and not to exceed the

height requirements found in this section. Each home must include a minimum two car, private, enclosed and attached garage. All homes and other buildings to be erected within the Subdivision shall be new construction, of good quality, workmanship, and of materials. All structures shall be constructed in accordance with the zoning and building ordinances of Washington City, Utah, in effect from time to time.

3.3.3. Replacement Structures. Any structure hereafter constructed on any Lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure.

3.3.4. Minimum Area. The minimum total square footage of living area on the ground floor located within the building envelope and foundation for any single-story residential home constructed on any Lot within the Property shall be not less than 1,700 square feet, exclusive of porches, balconies, patios and garages. Two-story homes shall have a minimum of 1,600 square feet on the main level, with a total square footage of not less than 2,400 square feet, exclusive of porches, balconies, patios and garages.

3.3.5. Setbacks; Building Location. No building shall be located nearer to the front Lot line or nearer to the side street line than the minimum building setback lines established by applicable Washington City ordinance; provided, in any event, that no residence dwelling shall be located on any Lot nearer than 20 feet to the front Lot line nor nearer than 20 feet to any side street unless otherwise approved by the ALC and the City. No building shall be located nearer than eight feet to an interior Lot line and no residence dwelling shall be located on an interior Lot nearer than 20 feet to the rear lot line. For purposes of this covenant, eaves, steps and chimneys shall not be considered as part of any building; provided, however, that nothing in this subsection shall be deemed or construed to permit any portion of a building on a Lot to encroach upon another Lot.

3.3.6. Building Height. Maximum building height shall be in accordance with the standards established by the applicable zoning and subdivision ordinances of Washington City, Utah.

3.3.7. Exterior and Roof Materials. Dwelling exteriors exclusive of windows and doors, except garage doors, must be constructed of real or artificial stone, stucco, aluminum, vinyl or brick. Roofs shall be tile. The architectural design of each dwelling shall conform to the prevailing standards in the Subdivision, as determined by the ALC, so as to create and promote a harmonious and attractive community development. The ALC reserves the right to disapprove of any plans that it deems out of conformance with the prevailing standards in the Subdivision.

3.3.8. Elevations. Elevations for dwellings shall vary from Lot to Lot and no elevation shall be duplicated on adjacent Lots having common side or rear lot lines. In the event a single builder acquires multiple Lots, such builder shall be required to have at least two elevations for every four Lots upon which he constructs a residence dwelling.

3.3.9. Colors. Base building colors shall be in earth tones. Pastels or high gloss finishes may not be used. Complementary accent colors can be used on facia, window trim, shutters and doors.

3.3.10. Prohibited, Temporary, and Other Structures. Dome structures, log homes, pre-manufactured homes; re-located homes; and Earth or Berm homes of any type are not allowed. Carports are not permitted. No structure of a temporary nature, including but not limited to a trailer, bus, basement only residence, motor home, outhouse, tent, shack, garage, shed, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or second-hand structures shall be moved onto any of the Lots.

3.3.11. Accessory Buildings. Storage or utility buildings are allowed, provided, however, that such buildings are of new construction, of a color that complies with the architectural guidelines set forth in this Declaration, and are approved by the ALC prior to construction or placement on any Lot. The ALC may establish reasonable rules, regulations and guidelines, including height and size limitations, to govern the placement and construction of such buildings.

3.3.12. Driveways and Parking. There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yard area of any Lot. The driveway in the front and side yard areas of each Lot shall be in a color which blends with the exterior of the structure located on such Lot.

3.3.13. Fencing and Walls. The only walls and fences permitted within the Subdivision are cinder block walls, the specifications and color of which shall be determined by the ALC. No dividing structures on any other portions of the Lot shall be over six feet in height. All fences or walls must be approved in writing by the ALC and, if necessary, by the City, prior to installation.

3.3.14. Eaves and Overhangs. Each home shall have a minimum eight-inch (8") eave or overhang.

3.3.15. External Television or Other Antennas. To the extent authorized by law, no satellite dishes or antennae shall be placed in the front yard setback or in any area within public view. Any roof mounted antenna or equipment shall be placed behind roof ridge lines obscured from public view.

3.3.16. Air Conditioning Equipment. Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation.

3.3.17. Mailboxes. Declarant shall install cluster mailboxes. Said cluster mailboxes shall be the only allowed mail receptacles.

3.3.18. Landscape Plan. Lot Owners shall submit to the ALC, along with their building plans and specifications for improvements as required in Section 3.1, a landscape plan which shall include plans for sprinklers, drainage for surface water, and details regarding fencing (rear, side and front from side of dwelling to side lot lines).

3.3.19. Landscaping. All approved front yard landscaping, including any fencing and sprinklers, shall be installed and operative on or before the Lot Owner or any other person moves into the residence dwelling constructed upon the Lot. The ALC will determine compliance with the requirements of this Section. During installation of landscaping, Lot Owners shall take all necessary steps to retain surface drainage and shall keep sidewalks and streets free from damage and free and clear of dirt, debris, mud and materials. Any grass or lawn used in the front yard landscaping shall be sod; no seeding is allowed.

3.3.20. Landscape Requirements for Parking Strip. The area designated on the Plat between the curb and sidewalk in front of each Lot (hereafter referred to as the "Parking Strip") shall be landscaped in strict accordance with the landscape plan designed by the ALC for the Parking Strip. The Parking Strip landscape plan will require and include provisions for exact tree type and location, exact location and specifications for a lamppost, and sod (no seeding is allowed), all of which shall be installed on the Parking Strip. No other vegetation, plants, or ground cover is allowed on the Parking Strip. Lot Owners shall be responsible for the maintenance and watering of all vegetation located on the Parking Strip in front of their Lot.

3.3.21. Landscape Deposit. Each Owner shall be required to provide a landscape deposit at the time of closing on their Lot, which shall be in an amount determined by the ALC. Owners of Lots initially purchased from Declarant who meet the requirements of Section 3.3.19 shall be entitled to a refund of the landscape deposit escrowed at the time of such initial purchase as an incentive to comply with the

requirements of **Section 3.3.19**. Such deposit may be assigned to subsequent purchasers of a Lot whose purchase closes prior to the issuance of a certificate of occupancy. Owners who fail to meet the requirements of **Section 3.3.19** and who forfeit the landscape deposit, shall, nevertheless, complete the requirements thereof on or before they move into the residence or shall be deemed to be in default of this covenant. A landscape deposit may also be forfeited in whole or in part for failure to retain surface drainage and keep sidewalks and streets in the condition required herein. If, having failed to take corrective action within 24 hours of notice by the ALC, it becomes necessary for the ALC to hire others to take such corrective action, the landscape deposit shall be reduced by the amount of the costs incurred thereby.

3.3.22. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot Owners are solely responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property.

3.3.23. Lateral and Subjacent Support and Drainage. An Owner's activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners.

3.3.24. Signs. Except for one "For Rent" or "For Sale" sign of not more than six square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles, Bylaws and rules and regulations, as the same may be amended from time to time.

3.4. Construction and Contractor Provisions: The following provisions are applicable to any construction performed within the Subdivision, whether new construction, remodeling, or any replacement structures:

3.4.1. Construction. Once begun, any improvement, construction, landscaping, or alterations approved by the ALC shall be diligently pursued to completion.

3.4.2. Completion of Construction. Construction on all residence dwellings must commence within six months of ALC approval therefor, or such approval will lapse. All dwellings under construction must be completed pursuant to the plans and specifications submitted to the ALC within eight months from the commencement of any construction or alteration. For purposes of this section, the date of commencement of construction shall be date upon which the City issues a building permit for the Lot.

3.4.3. Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as storage for building materials except during a construction phase, which only commences upon ALC approval. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.

3.4.4. Soils Test. Lot Owners are encouraged to obtain a soils test and recommendation on foundation from a Utah registered engineer prior to construction. The ALC may require that the Lot Owner obtain a soils test and recommendation on foundation prior to the final approval. Furthermore, the ALC may condition final approval following the recommendations set forth in the soils test document. By approving the commencement of construction after review of any soils test and recommendation, the ALC is not warranting and shall not be deemed to have warranted the results of such test or recommendation. Lot Owners assume all responsibility for any damage or issues caused by soil conditions on their Lot.

3.4.5. Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Lot in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Owner.

3.4.6. Maintenance of Lot During Construction. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Property must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. The ALC may levy up to a Five Hundred Dollar (\$500) fine against a violator of this subsection and/or the Owner of the Lot for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien on the Lot.

ARTICLE 4

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. **Membership.** Each Lot Owner shall be a member of the Association. Membership in the Association automatically transfers upon conveyance of a Lot by the recorder Owner thereof to another person or entity.

4.2. **Voting Rights; Classes.** The Association has two classes of voting membership, Class "A" and Class "B".

(a) **CLASS A.** Class A Members are all Members with the exception of the Declarant, until Declarant's membership converts to Class A membership as provided for herein. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a 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 of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

(b) **CLASS B.** The Class B member is the Declarant. The Class B member is entitled to five (5) votes for each Lot owned. Class B membership will cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier of (1) the expiration of seven (7) years from the first Lot conveyance to a purchaser; or (2) the surrender of Class B membership status. To be effective, Declarant's surrender of Class B membership status must be in writing, signed by Declarant, indicate the date upon which such surrender is to take effect, and be recorded in the Office of the Washington County Recorder.

ARTICLE 5

FINANCES AND OPERATIONS

5.1. **Creation of Lien and Personal Obligation of Assessment.** The Declarant and each subsequent Owner of any Lot by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association, assessments or charges and interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the

assessment fell due and (b) successors-in-title who took title when assessments were delinquent.

5.2. Purpose of Assessments. The assessments levied by the Association shall be used by the Association for the improvement, maintenance, repair, and preservation of the Common Area and the payment of Common Expenses. The assessments must provide for but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the Common Area; the payment of administrative expenses of the Association; payment of insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of the Common Area which must be replaced on a periodic basis; the payment of any professional services deemed necessary and desirable by the Board; and other amounts required that the Board shall determine to be necessary to meet the primary purposes of the Association.

5.3. Annual Assessment. Annual assessments shall be computed and assessed against all Lots in the Subdivision based upon advance estimates of the Association's cash requirements to provide for the payment of Common Expenses.

5.4. Annual Budget. Annual assessments shall be determined on the basis of a fiscal year ending December 31; provided the first fiscal year shall begin on the date of concurrent recordation of this Declaration and the Plat in the Office of the Washington County Recorder. The proforma operating budget for the first fiscal year will be furnished to each Owner at the time of such Owner's initial purchase. On or before December 15 of each fiscal year, the Board shall prepare and furnish to each Owner an operating budget for the upcoming fiscal year. All budgets shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, and any deficit or surplus from the prior operating period. The operating budget shall serve as the supporting document for the annual assessments for each upcoming fiscal year and as the guideline under which the Common Area shall be operated and maintained during such period.

5.5. Notice and Payment of Annual Assessments. Except with respect to the period of its first fiscal year, the Association shall notify each Owner as to the amount of the annual assessment to be levied against his Lot on or before December 15 of the year preceding the year for which such annual assessment is made. Each annual assessment shall be payable in a single installment to be due on the first day of February of each fiscal year to which the annual assessment relates; provided that the annual assessment for the first fiscal period shall be based upon such portion of such fiscal period as follows the recordation of the Declaration, and shall be payable at such times as the Association, in the sole discretion of its Board, may determine. The failure of the Association to give timely notice of any annual assessment as provided herein shall not be deemed a waiver

of or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such annual assessment, or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date 15 days after notice of such annual assessment shall have been given to the Owner in the manner provided for herein.

5.6. Initial and Transfer Fees. Each Owner (other than Declarant), shall be required to prepay at the time of purchase of his Lot, whether as a first time or subsequent Owner, the sum of \$20.00, which sum shall be in addition to any proration of the annual assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund to be utilized as necessary for the payment of Common Expenses.

5.7. Maximum Annual Assessment. Until January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed the amount per Lot that is determined by the Board pursuant to **Section 5.4**. From and after January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board each calendar year thereafter (non-cumulatively) by not more than fifteen percent (15%) above the maximum annual assessment for the previous year, without the vote of Owners.

5.8. Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expense not reasonably capable of being fully paid with funds generated by annual assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to, or replacement of, infrastructure of improvements within the Common Area. Any such Special Assessment shall be apportioned among and assessed to all Lots in the same manner as annual assessments. Such special assessments must be assented to by at least sixty percent (60%) of the votes of the Association membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten, but not more than thirty, days prior to the meeting date.

5.9. Specific Assessments. In addition to the annual assessment and any special assessments authorized herein, the Board may levy at any time a specific assessment (a) on any Lot the Owner or occupant of which shall cause any damage to the Common Area necessitating repairs; (b) on any Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any of the provisions of the Declaration; and (c) on any Lot and Owner for a pro rata share of real estate taxes assessed to the Common Area separately, i.e., not

assessed by the Washington County Assessor pro rata to each Owner and such Owner's Lot in a single assessment. The aggregate amount of any such specific assessment shall be determined by the cost of such repairs, maintenance tax share or enforcement action, including all overhead and administrative costs, and all attorney's fees and costs, if any, and shall be allocated among the affected Lots according to the cause of damage, or maintenance, or repair work, taxes, or enforcement action, as the case may be.

5.10. Uniform Rate of Assessment. All annual and special assessments must be fixed at a uniform rate for all Lots.

5.11. Roster of Owners; Certificate of Payment.

5.11.1. The Directors shall prepare a roster of Lot Owners in the Subdivision and the assessments applicable thereto at the same time that it shall fix the amount of the assessment. This roster shall be kept by the Secretary of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Lot Owner at reasonable times.

5.11.2. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

5.12. Effect of Nonpayment of Assessment; Remedies of Association.

5.12.1. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Directors shall set by resolution) until paid. In addition, a late fee for each delinquent installment that shall not exceed twenty percent (20%) of the delinquent installment. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred in enforcing and collecting said delinquent assessment.

5.12.2. To enforce payment of the assessment, interest, and late fees, the Directors may, in the name of the Association: (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment; (b) foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law; (c) restrict, limit, or

totally terminate any, or all services performed by the Association in behalf of the delinquent member; (d) suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid; and/or (e) accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. The acceleration provision in subsection (e) may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period.

5.12.3. A power of sale is hereby conferred upon the Association that it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

5.12.4. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of the Lot.

5.13. **Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve an Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

5.14. **Books, Records, and Audit.** The Association shall maintain current copies of the Declaration, Articles, Bylaws, any rules and regulations, and other similar documents, as well as its own 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.

ARTICLE 6
ENFORCEMENT

6.1. Violation Constitutes Nuisance. Every act or omission whereby any restriction, covenant or condition set forth in this Declaration 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 Declarant, the Association, or a Lot Owner or Owners. The remedies provided for hereunder shall be deemed cumulative and not exclusive.

6.2. Enforcement.

6.2.1. Each and all of the restrictions, covenants and conditions contained in this Declaration is and are for the benefit of the Declarant, the Association, and each Owner of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every 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, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant, the Association, or any Lot Owner; *provided, however,* that no such breach shall affect 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 the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The prevailing party in any action to enforce this Declaration shall be entitled to an award of reasonable attorney fees and costs incurred in such action.

6.2.2. The Board may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of this Declaration. A fine may be levied for each day of a continuing violation. All attorney fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law, until such payment therefor is made. The Board shall provide five (5) days written notice and opportunity for the Owner to cure the violation prior to levying such fine or penalty. For purposes of this section, any violation that continues for more than thirty (30) days after written notice of the violation is provided constitutes a separate and continuing violation. No further notice is required to be given to an Owner for a continuing violation.

ARTICLE 7
EASEMENTS

7.1. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material 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 Lot Owner, except for those improvements for which a public authority or utility company is responsible. The Lot Owner shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

7.2. **Repair Easements.** Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that: (a) any damage caused by such entry shall be repaired at the expense of the Owner whose property was the subject of the repair work which caused the same; (b) any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Lot; and (c) in no event shall said easement be deemed to permit entry into the interior portion of any home.

7.3. **Easements of Record.** The easements provided for in this Article and elsewhere in this Declaration shall in no way affect any other recorded easement.

ARTICLE 8
AMENDMENT

8.1. **Amendment by Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or

guarantee mortgage loans on any Lot; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

8.2. Amendment by Owners. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Owners representing at least 67% of the total Class A votes in the Association, and Declarant's consent, so long Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Article 9. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

8.3. Effective Date. Unless a later effective date is specified in the amendment, any amendment shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment accompanied by a verified certificate of the Secretary of the Association stating that the required number of consents were obtained and that such consents will be placed on file in the Association's office. In the case of unilateral amendment by Declarant as provided for herein, such amendment shall be immediately effective upon recording in the office of the Washington County Recorder a copy of such amendment signed and verified by the Declarant.

8.4. Validity. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE 9 **EXPANSION**

9.1. Annexation/Expansion. The Declarant may unilaterally subject additional property to this Declaration during the Declarant Control Period. The Declarant shall indicate its intent to have such property bound by this Declaration on the plat of such additional property and shall record a declaration of annexation including and subjecting such property to this Declaration. Thereafter, such additional property shall be

considered as part of the Property in all respects, and lots therein shall constitute Lots under this Declaration.

9.2. **No Obligation to Expand or Develop.** Declarant has no obligation hereunder to annex any additional land to the Subdivision or to develop or preserve any portion of additional land in any particular way or according to any particular time schedule.

ARTICLE 10
GENERAL PROVISIONS

10.1. **Duration of Covenants.** The covenants, conditions, and restrictions contained herein shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth.

10.2. **Notices.** Any notice required under the provisions of this Declaration 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. Lot Owners shall be responsible for providing their addresses to the Board, and, unless otherwise indicated by a Lot Owner, the address for notice to Lot Owners shall be the mailing address designated for the Owner's Lot.

10.3. **Construction and Severability.** All of the covenants, conditions, and restrictions contained in this Declaration shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

10.4. **Interpretive Conflicts.** In the event of any conflict between the provisions of this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control. In all cases of conflict between any Association or committee rule and/or regulation and this Declaration, the Articles, or Bylaws, this Declaration, the Articles, and Bylaws shall control.

10.5. **Assignment of Powers.** Any and all rights and power of the Declarant herein contained may be delegated, transferred or assigned. To be effective, any such delegation, transfer, or assignment must be in writing, signed by Declarant, indicate the extent and nature of such assignment, and be recorded in the Office of the Washington County Recorder.

10.6. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.7. **Waivers.** No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

10.8. **Topical Headings.** The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of this Declaration.

* * *

IN WITNESS WHEREOF, the undersigned has hereunto executed this Declaration this 6 day of March, 2006.

DECLARANT:

DEL BOCA VISTA, LLC
a Utah limited liability company

DIXIE COUNTRY INVESTMENTS, LLC
a Utah limited liability company

By: [Signature]
Its: Managing Member

By: [Signature]
Its: Managing Member

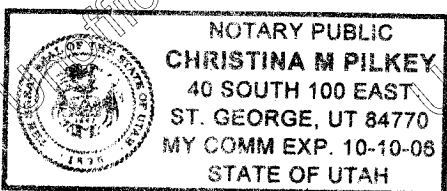
CL DEVELOPMENT, LLC
a Utah limited liability company

By: [Signature]
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 7th day of March, 2006, before me personally appeared Mike Hoadley Chuck Spiker, 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 a Member [the Manager] of Del Boca Vista, LLC, a Utah limited liability company 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.

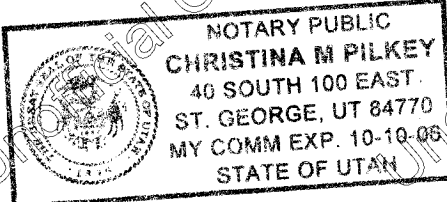
NOTARY PUBLIC
Address: 1240 E. 100 S. #1, St. George, UT.
My Commission Expires: 10-10-06



STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 6th day of March, 2006, before me personally appeared Chuck Spiker, 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 a Member [the Manager] of Dixie Country Investments, LLC, a Utah limited liability company 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.

NOTARY PUBLIC
Address: 1240 E. 100 S. St. George, UT.
My Commission Expires: 10-10-06



STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 7th day of March, 2006, before me personally appeared Mike Hoadley, 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 a Member [the Manager] of CL Development, LLC, a Utah limited liability company 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.

NOTARY PUBLIC
Address: 1240 E. 100 S. St. George, UT.
My Commission Expires: 10-10-06

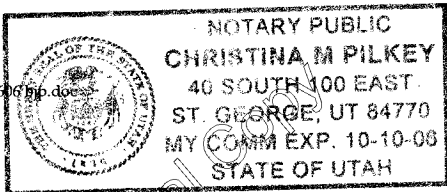


EXHIBIT "A"
[Legal Description]

BEGINNING at a point North 01°02'48" East 634.86 feet along the Section Line and South 89°47'07" East 16.50 feet from the Southwest Corner of Section 26, Township 42 South, Range 15 West, Salt Lake Base and meridian, said point being the Southwest Corner of THE FIELDS SUBDIVISION PHASE 4, as recorded in the Washington County Recorders Office and running thence along said South Boundary Line South 89°47'07" East 1303.46 feet; thence leaving said Subdivision and running South 00°46'55" West 603.52 feet; thence North 89°42'43" West 1306.23 feet; thence North 01°02'48" East 601.88 feet to the Point of Beginning.