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Restrictive Page 1 of 12
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By SOUTHERN UTAH TITLE CO



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
ANASAZI VISTA**

This Declaration of Covenants, Conditions & Restrictions, hereinafter called "Declaration," is made and executed in the City of Ivins, Washington County, State of Utah, this 8 day of October, 2020, by Anasazi Vista, L.L.C., a Utah limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the record owner of that certain parcel of real property (the "Property") described in Exhibit "A" of this Declaration.

B. Declarant will convey the property subject to certain protective covenants, conditions, restrictions and reservations as provided hereafter.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions & Restrictions for the property shall provide as follows:

DECLARATION

Declarant declares that all of the property described below and all expandable property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, and reservations to the Official Plat Map of Anasazi Vista, Phase 1 consisting of twelve (12) Lots, recorded concurrently. This is for the purpose of protecting the value and desirability of said property. This Declaration and the Official Plat Map shall be construed as covenants of equitable servitude which shall run with the land and shall be binding to all parties having any right, title, or interest in the described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

The properties are located in the City of Ivins, Washington County, State of Utah, and are described on Exhibit A attached hereto.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof under "RECITALS") the following terms shall have the meaning indicated.

1. Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development.

2. Plat shall mean and refer to the plat of the "Anasazi Vista " consisting of one page, executed and acknowledged by Declarant, prepared and certified by D. Gregg Meyers, a registered Utah Land Surveyor, and recorded in the office of the County Recorder of Washington County, Utah, concurrently herewith.

3. Property shall mean and refer to all of the real property which is covered by the Plat, a description of which is stated in Exhibit "A" of this Declaration.

4. Lot shall mean and refer to any of the separately numbered and individually described plots of land.

5. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

6. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in a Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

7. Mortgagee shall mean any person named as a first mortgagee or beneficiary under or holder of a first deed of trust.

8. Development shall mean and refer to the Anasazi Vista created by this Declaration as it exists at any given time.

9. Declarant shall mean and refer to Anasazi Vista, its successors and assigns, or with any successor or assign to all or substantially all of his interest in the development of the Property.

10. Front Yard Area shall mean and refer to the front yard area of each Living Unit.

11. Supplementary Declaration shall mean and refer to any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of the Declaration to all or any portion within the approved preliminary plat and contains such complementary or amended provisions for such additional land as are herein required by the Declaration.

II. ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Architectural Control Committee. The Declarant shall appoint a three (3) member committee (hereinafter sometimes referred to as "ACC") the function of which shall be to ensure that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of owners. If such committee is not appointed, the Declarant shall perform the duties required of the Committee. The Declarant shall have the right to appoint members of the ACC until the happening of either of the following events, whichever occurs earlier: (1) when one hundred percent (100%) of the lots owned in the project by the Declarant are sold to retail buyers, or (2) on December 31, 2030; thereafter, a majority of the owners of lots, parts or portions of the property subject to this Declaration shall elect and appoint members of the ACC, which committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the properties subject to this Declaration.

(a) Submission to Committee. No home, accessory or addition to a home, landscaping, or other improvement of a lot shall be constructed, maintained, or accomplished, and no alteration, repainting or refurbishing of the exterior of any home shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the ACC.

(b) Meetings of Committee. The ACC shall meet from time to time as may be necessary to perform its duties hereunder. Any action taken by the ACC shall require the written approval of a majority of its members.

(c) Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on lots within the property conform to and harmonize with existing surroundings and structures. The ACC may formulate general guidelines and procedures. The adopted guidelines and procedures may be incorporated in the book of rules and regulations adopted by the ACC. The ACC shall act in accordance with such guidelines and procedures.

(d) Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted. Where necessary, the 30-day automatic approval may be extended for up to 60 days by the ACC, in its discretion.

(e) Disclaimer of Liability. Neither the ACC, nor any member thereof acting in good faith, shall be liable to the owner for any damage, loss, or prejudice suffered or claimed on account of:

- (1) The approval or rejection of, or the failure to approve or reject, any plans,

drawings or specifications;

(2) The development or manner of development of any of the property; or

(3) Any engineering or other defect in approved plans and specifications.

(f) *Non-Waiver*. The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted.

(g) *Exception for Declarant*. The provisions of this Article II shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant or Declarant's assignee of this right on any lot.

Section 2. Building Restrictions.

(a) *Building Type*: All lots shall be used only for single family residential purposes, and no professional or commercial use shall be made of the same (except for City approved Home Occupation Permits), or any portion thereof, nor shall any resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other owner or resident. The building or structure permitted to be erected, placed or permitted to be located on any lot within the project shall be a detached single-family dwelling. A minimum of Two car garages are required. Carports and other outdoor or partially enclosed parking facility shall not be permitted. All structures shall be constructed in accordance with the zoning and building ordinances of the City of Ivins. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

(b) *Building Location*: Setback requirements set forth in the Ivins City Zoning Ordinance shall be controlling. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves and steps of open porches, to encroach upon another lot.

(c) *Driveways*. Driveways shall be constructed out of concrete or other hard materials approved by the ACC. Driveways consisting of cinders, sand, gravel, asphalt, or dirt shall not be permitted on any lot. There shall be sufficient driveway parking of not less than two (2) vehicles per lot.

(d) *Easements*. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded 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 and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(e) Yard Walls and Fences. Yard walls and/or fences shall be of brick, block, stucco, stone, or ornamental iron, shall substantially conform in style and construction, shall be of a color which blends with the exterior of the structure on the lot, and shall be approved by the ACC. No chain link, wire, or wood fences will be permitted. The ACC will consider approval aesthetically compatible fences and walls which are not more than six (6) feet in height, are located on the side lot line of a lot or on the perimeter on a patio or open porch and do not extend beyond the front or rear yard setback lines. Walls or fences are intended to enhance the privacy of the residents of such lot, and should not unreasonably interfere with the view from any neighboring lot.

General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions.

(f) Satellite Dishes, Clotheslines: No large satellite dishes, antennae, outside clotheslines or other outside clothes drying or airing facilities shall be maintained on any Lot, unless the ACC finds such facilities to be adequately concealed so as not to be seen from any adjacent property. Satellite dishes for which Federal or State law gives protection from this regulation shall be exempted from this rule.

(g) Temporary and Other Structures: No structure of a temporary nature; trailer, bus, house, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within the Project shall be new construction of good quality workmanship and materials.

(h) Landscaping. Within three (3) months after the completion of the construction of any home upon the property, the owner must have the front yard completed, including a timed sprinkler system, and substantially completed all the landscaping of his lot. All property shall be landscaped appropriately with lawn, trees, shrubs, etc., and all landscaping shall be maintained at a reasonable standard compatible with other homes in the Project. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. All landscaping must be approved by the ACC and shall be properly cared for to remain healthy and alive.

(i) Architectural Controls: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

(j) Minimum Square Footage; Building Height; Garages: The minimum total square footage of living area above ground and located within the area of a foundation for any residential

dwelling constructed on any lot within the project, exclusive of porches, balconies, patios, decks and garages for all phases, shall be not less than 1,700 square feet. The homes may consist of no more than one story. Building height shall not exceed the allowable height set by Ivins City ordinance. No roof pitch over 4/12 is allowed. RV garages with a maximum height of 19' above finish floor elevation will be allowed, except for the Lots sharing a common border with the adjoining property to the south and west of the platted subdivision. Those south and west border lots will be limited to and RV garage height of 17' above finish floor elevation. These height requirements and restrictions apply to the RV garages only.

(k) Commercial Vehicles: No commercial trucks or vehicles over one ton shall be parked on any lot.

(l) Construction Materials: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the property:

(1) Home style, design, alterations, and additions shall be approved by the ACC.

(2) Exterior construction materials shall consist of quality material similar to stucco; other materials may be approved for use by the ACC, and shall be in colors and of materials indigenous to the area and comply with the Ivins City regulations. All homes must be constructed of new materials.

(3) Roofing materials will be limited to tile and membrane roofing where applicable. No asphalt shingles, built up roofs, or wood shakes will be allowed. No mansard roofs will be allowed. Dome structures of any type will not be allowed. No metal roofing, except that metal roof elements such as window shade projections and approved architectural elements are allowed.

(m) 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 cause by such activities. Owners shall be responsible for all damage proximately caused by drainage from their lot(s) to adjacent landowners. 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 or drainage channels obstruct or retard the flow of water through drainage channels.

(n) Site Distance at Intersections: No structure, fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection where the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

(o) Roof Mounted Heat Pumps and Air Conditioning Units: Heat pumps and/or air conditioning units shall not be allowed to be mounted on roofs.

(p) Mobile, Modular, and Pre-Fab Homes: No mobile, modular or pre-fab home shall be placed on any lot, part or portion of the property.

(q) Time of Constructions: Once begun, any improvements, construction, landscaping, or alterations approved by the ACC shall be diligently pursued to completion.

Section 3. Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks, by the owner or their guests, assigned, agents or independent contractors of any particular lot must be repaired as soon as possible after such damage is discovered, and expense of such repair shall be borne by the owner.

III. EASEMENTS

Section 1. Minor Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, repair, shifting, settling or movement, and overhangs as designed or constructed by the Declarant. A valid easement for said encroachment and for the maintenance of same, so long as it stands, shall and does exist.

Section 2. Utilities Easement. There is hereby granted and conveyed to the City of Ivins, cable television companies, natural gas company, telephone companies, and other governmental or quasi-governmental entities, their successors and assigns, a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities at such location or locations as deemed appropriate by the provider of the utility. 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 repair of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by each lot owner.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the Lots in the performance of their duties. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. Easements for Ingress and Egress. An easement is hereby granted to the ACC to enter in or to cross over any Lot to perform its duties provided for herein.

IV. USE RESTRICTIONS

Section 1. Residential Use. No owner shall occupy or use his home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owner's family or the owner's lessees or guests. No commercial activities of any kind whatsoever shall be conducted in any residence or on any portion of the lot, provided that valid home occupations approved by the City of Ivins may be allowed.

Section 2. Fee Conveyed. Each Lot shall be conveyed as a separately designated and legally described freehold estate, the owner taking title in fee simple, subject to the terms, conditions, and provisions hereof.

Section 3. Uses Permitted by Declarant During Construction. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant on the building of said homes to maintain during the period of construction and sale of said homes, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said homes, including, but without limitation, a business office, storage area, construction yard, signs, model homes and sales office.

Section 4. Household Pets Permitted. No animals, livestock or poultry of any kind may be raised, bred, or kept on any Lot, except that dogs, cats or other domesticated household pets may be kept in homes, upon the owner's Lot, or on a leash while off the owner's lot and any other pets or number of pets allowed by Ivins City ordinance.

Section 5. Fires. There shall be no exterior fires on the Lots whatsoever, except for fires contained within receptacles designed for such purpose.

Section 6. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

Section 7. Leases. Any lease agreement between a home owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by lessee to comply with the terms of such documents and rules shall be a default under the lease. Furthermore, all leases shall be in writing.

Section 8. Orderly Garages. Each owner shall keep his garage area in a neat, orderly, safe condition with all storage areas completely enclosed. Garages shall be used for the parking of motor vehicles, storage and workshop purposes all pursuant to such rules. Garage doors shall be closed when premises are not in use.

Section 9. Nuisances. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the Project.

Section 10. Violation Constitutes a Nuisance. Any act or omission, whereby any restriction, condition, or covenant as set forth in this Declaration, if violated in whole or in part is declared to be

and shall constitute a nuisance, and may be abated by the Declarant or affected property owners and such remedy shall be deemed to be cumulative and not exclusive.

Section 11. *Antennas.* No television, radio, satellite dishes, or other external antennas shall be erected, laced, or maintained upon any of the property, or in front of any building constructed thereon without the prior approval of the ACC and said Committee shall have the right to remove or cause removal of the antennas erected, placed, or maintained without said prior approval.

Section 12. *Signs.* No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any lot, except a lot owner can place a "for sale" sign not larger than two (2) feet by three (3) feet on his lot. This section shall not apply to Declarant so long as Declarant owns one or more lots in the Project.

Section 13. *Garbage and Refuse Disposal.* No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14. *Water Supply.* No individual water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Ivins and the ACC.

Section 15. *Inoperable Motor Vehicles.* No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, part or portion of the property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, part or portion of the property for a period exceeding 30 days, the Declarant, or ACC may remove the inoperable motor vehicle after a 10-day written notice. The cost and expense of such removal shall be borne by the lot owner on which or in front of which the inoperable vehicle was parked. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than ninety (90) days.

VI. GENERAL PROVISIONS

Section 1. *Enforcement.* The Declarant or its successors in interest, or the ACC, or any owner, shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. In any such action, the prevailing party shall be entitled to reimbursement of their costs and expenses, including all reasonable attorney's fees, with or without litigation. In the event any covenant, conditions, or restriction included herein is consistent or in conflict with restrictions set forth in the subdivision building, zoning or other ordinances of the City of Ivins, the ordinances shall govern so long as the restrictions contained in the ordinances are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive

than those contained in the ordinances of the City of Ivins, owners shall be subject to the enforcement of the terms of this Declaration.

Section 2. Severability, Construction and Validity of Restrictions. All of said conditions, covenants and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and lot owners, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared in valid or inoperative or for any reason become unenforceable.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years.

Section 4. Gender and Grammar. The singular wherever used in this Declaration 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.

Section 5. Attorney Review. An owner, by acceptance of a deed or other instrument of conveyance, acknowledges that he has had this Declaration reviewed by independent legal counsel or that he has foregone the opportunity for such legal review and, notwithstanding, whether the owner has had this document reviewed by legal counsel, that he understands and accepts all the terms contained herein.

VII. AMENDMENT

Section 1. Declarant's Right to Amend. Until all portions of "Anasazi Vista" land are developed and sold, or until the right to enlarge the project through the addition of tracts or subdivisions terminates, whichever event last occurs, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration and/or the Plat as may be reasonably necessary or desirable: (i) to adjust the boundaries of the Lots; (ii) to more accurately express the intent of any provisions of this Declaration in the light of the existing circumstances or information; (iii) to better ensure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Restrictive Covenants; (iv) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Project in subsequent phases or on certain lots in subsequent phases; or (v) to conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing.

Section 2. Lot Owners Right to Amend. Subject to Section 1, this Declaration may be amended during the first twenty (20) year period by any instrument signed by not less than seventy percent (70%) of the lot owners (including lots owned by Declarant, if any), and thereafter, by an instrument signed by not less than sixty percent (60%) of the lot Owners (including lots owned by Declarant, if any), which amendment shall be effective upon recordation in the Office of the Recorder of Washington County, State of Utah.

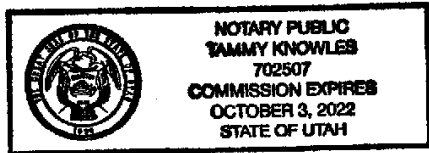
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this document on the day and year first above written.

ANASAZI VISTA, L.L.C.
a Utah limited liability company

By: James L. Sullivan
James L. Sullivan, Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 8 day of October, 2020, personally appeared before me James L. Sullivan, Manager of ANASAZI VISTA, L.L.C., a Utah limited liability company, the, signer of the foregoing document, who acknowledged to me that he executed the same for and on behalf of said Company.



Tammy Knowles
Notary Public

Exhibit "A"

Beginning at a point that lies North 00°51'15" East 808.80 feet, and East 540.72 feet, from the West Quarter Corner of Section 6, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 00°51'15" East 144.69 feet; thence South 89°08'45" East 357.85 feet; thence South 88°58'12" East 38.00 feet; thence South 89°08'45" East 204.00 feet; thence South 88°36'01" East 38.00 feet; thence South 89°08'45" East 104.37 feet to a point on the west right-of-way line of Kwavasa Drive, thence along said line the following two (2) courses, 1) South 00°46'04" West 153.19 feet and 2) southerly along a 696.00 foot radius curve to the right, (long chord bears South 05°23'20" West a distance of 112.15 feet), center point lies North 89°13'56" West through a central angle of 09°14'33", a distance of 112.27 feet; thence North 89°05'26" West 600.00 feet; thence North 00°54'34" East 101.00 feet; thence North 89°05'26" West 34.36 feet; thence westerly along a 125.00 foot radius curve to the left, (long chord bears South 73°37'05" West a distance of 74.31 feet), center point lies South 00°54'34" West through a central angle of 34°34'57", a distance of 75.45 feet; thence North 33°40'51" West 50.00 feet, to the point of beginning.

"ANASAZI VISTA PHASE 1"