

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

AFFECTING THE REAL PROPERTY KNOWN AS

CARMEL CANYON ESTATES

WITNESSETH:

WHEREAS, the undersigned, Mesa Hills Development, Inc., (hereafter "Mesa Hills"), is  
The sole owner and developer of the real property herein described, which is situated in Iron  
County, State of Utah, and is more particularly known as Carmel Canyon Estates (at Mesa Hills); and

WHEREAS, Mesa Hills desires to divide the subject property and to convey it subject to  
The restrictions and covenants herein contained between itself and the several purchasers of  
the subject property, and thereafter to impose the restrictive covenants and conditions  
between and among the several purchasers:

WHEREAS, the property subject to these restrictive covenants is located in Iron County,  
State of Utah, and is more particularly described in Exhibit "A" attached hereto and  
incorporated herein by this reference. The property will be divided and sold in parcels. Each of  
the separate parcels shall be subject to the covenants, restrictions and agreements herein  
contained: and

WHEREAS, Mesa Hills has previously created Mesa Hills Subdivisions (at Mesa  
Hills), and recorded similar Covenants, Restrictions and Conditions against said property.

NOW THEREFORE, Mesa Hills hereby declares and decrees as follows:

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NOW THEREFORE, Mesa Hills hereby declares and decrees as follows:

## SECTION 1

### CREATION OF COVENANT

The property herein described shall be hereafter held, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth, which shall be covenants running with the land in perpetuity and which shall be binding between Mesa Hills and the several owners and purchasers, and between and among the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors and assigns of each.

## SECTION II

### PURPOSE AND DEFINITIONS

1. Purposes. This Declaration of Restrictive Covenants and Conditions (hereafter sometimes "Restrictive Covenants") is placed of record as a series of covenants running with the land, as herein set forth, for the purposes of establishing and preserving a quality residential subdivision. These Restrictive Covenants shall insure that the highest quality building standards will be preserved, that the Property will be kept free and clear of any rubbish, trash, noxious or offensive activity, and that the owners of lots within the Subdivision will be assured of peaceful enjoyment of their Lot, and the other lots within the Subdivision, as single family residential dwellings. Any person who purchases any lot within the Subdivision, after the date of recording of these Restrictive Covenants, takes title to their property subject to and with a commitment to abide by each of the covenants and conditions herein contained.

2. Definitions. "Association" shall mean the Carmel Canyon Estates Subdivision Lot Owners Association, a Utah non-profit corporation, organized to be the association referred to

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herein. Association shall also mean Mesa Hills, in regard to its actions taken prior to the formation of the non-profit corporation, as set forth in Section V, below.

"Lot" shall mean any of the designated lots within the Subdivision.

"Owner" shall mean any person or entity, or combination thereof, including Carmel Canyon Estates, at any time owing a Lot within the Subdivision, as shown on the records of Iron County, State of Utah. The term "Owner" shall not refer to any mortgagee, unless the mortgagee has acquired title for other than security purposes.

"Property" shall mean the property described in the recitals.

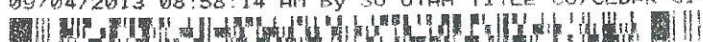
"Subdivision" shall mean the property as divided into separate building lots.

### SECTION III

#### USE AND OCCUPANCY

1. The lots into which the property shall be divided shall be used only for single family residential dwellings. There shall be no multiple unit dwellings of any kind, including but not limited to basement apartments, duplexes or apartment buildings. No condominiums of any kind are allowed. No home-sharing of any kind is allowed.
2. Each dwelling shall be occupied only by a single family. No one shall be entitled to reside in a residence constructed on a Lot unless they are members of the immediate family therein residing, or are authorized foster children or wards. No boarding houses or other group housing for unrelated people of any kind is allowed, regardless of the method or structure of the occupancy arrangement.
3. No noxious, illegal, or offensive use of property shall be carried on, on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood.

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Nor permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall premises be used for any other purpose whatsoever except for the purpose of providing a private, single family dwelling residence.

4. No activity shall be conducted upon the property, nor any improvements constructed thereon, which are or may become unsafe or hazardous to any person or property.

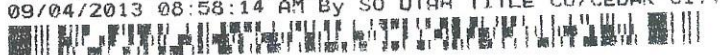
5. No automobile, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on the Lots unless they are in running condition, properly licensed and are being regularly used. When such vehicles are parked within such a Lot, such vehicles shall be kept in an enclosed garage.

6. No signs of any kind shall be displayed to public view on any Lot, except that each Owner may display one sign of not more than two (2) square feet advertising the property for sale. A residential identification sign for a Lot is permitted but should not exceed two (2) square feet in surface area. Anything contained herein notwithstanding, Mesa Hills may, during the course of development of the Property and sale of Lots, place attractive signs in excess of these two (2) square foot restriction as necessary to advertise the property.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, or any Lot, excepting only household pets. Dogs, cats and other household pets may not be raised, bred or kept for commercial purposes and are restricted to the Owner's premises. Whenever a permitted animal is allowed to leave any given Lot, it shall either be on a leash or in a cage and under the owner's control at all times.

8. All Lots shall be used and kept free from trash, rubbish, garbage or other waste, and the Property shall at all times be kept by the various Owners in a slightly and attractive manner.

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9. All such waste shall be kept at all times in appropriate sanitary containers. Garbage containers shall at all times be stored out of prominent view. Any building materials or construction materials shall be neatly stacked and kept upon the Property and shall not remain thereon for more than thirty (30) days following the completion of construction. No metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screened from view.

10. All land used and all buildings constructed shall fully comply with all zoning and land-use and zoning ordinances of the State of Utah, of Iron County, and of Cedar City. All grading shall be done so as to preserve or restore the drainage of the land and so as to comply with all flood control requirements of any applicable agency.

11. No Lot within the Property shall be divided or conveyed in any part.


12. Easements for installation and maintenance of utilities and drainage are reserved, as shown on the recorded plat, and over the rear 7.5 feet of each Lot. With 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. This easement area of each Lot shall be maintained continuously by the Owner except for those improvements for which a public or utility company is responsible.

#### SECTION IV

##### BUILDING RESTRICTIONS

1. No dwelling shall be constructed or erected on any Lot which has a finished, ground-level living area of less than 2,000 square feet, excluding garages and other outbuildings, except that a dwelling which has two or more levels above ground shall have a minimum of 1,800 square feet on ground level (excluding garage and other outbuildings) and a total of 700 square feet above ground.

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No two-story dwelling shall be constructed or erected on any Lot which has a finished total living area of less than 2,500 square feet.

2. Every dwelling constructed on the Property shall have an attached garage with a minimum capacity of two (2) cars. All garages shall be fitted with a door, which shall be kept closed, except for normal use.


3. The minimum side yard setback for any dwelling shall be ten (10) feet on each side, with the width of the two required side yards shall be twenty five (20) feet. All other setback and other location requirements shall at all times be in accordance with ordinances of Cedar City Corporation.

4. No temporary buildings, structures, or improvements of any kind shall ever be erected or maintained on any of the Lots within the Property, Provided, however, that in a reasonable manner during construction, a general or subcontractor shall be entitled to keep temporary construction trailer or portable building cannot be used as a residence by any person during or after construction.

5. No pre-fabricated, pre-build, or modular dwellings may be moved onto or constructed on the Property. All dwellings shall be stick-build, on-site construction.

6. No dwelling shall be constructed or erected on any Lot until the plans, specifications and plot plans showing the location and style of such dwelling have been approved in writing as to conformity with these covenants and harmony with external design with existing structures in the Subdivision, by the Architectural Control Committee, as set forth in Section V, below. All dwellings shall have as their exterior color, colors that are earth tone in nature. Any modification, alteration (including repainting) of any existing structure shall also require approval of the Architectural Control Committee.

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No dwelling shall be constructed or erected on any Lot which does not use stone, stucco, brick or other similar external building materials as approved by the Architectural Control Committee. No vinyl siding of any type is allowed on any structure on any given Lot.

7. All blinds, whether external or internal in nature, must be of neutral colors and earth tones. No loud or otherwise distracting colors may be utilized in the design which are at all visible from the exterior of the home on any given Lot.

8. No television, radio, or other antennas may be used within view from the outside of the home from any angle or vantage point of the Lot.

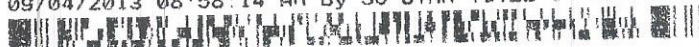
9. No fence, wall or hedge shall be constructed except after approval and review by the Architectural Control Committee, and all fences shall be designed and constructed so as to be compatible with the neighborhood designs and coloring. No fence, wall or hedge higher than eight (8) feet shall be erected or maintained on any Lot. Fences along near boundaries shall be of masonry type construction, or a combination of masonry and other materials approved by the Architectural Control Committee. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the Subdivision. Chain-link fences for animal containment purposes, with proper screening from neighbors and public view, may be acceptable on approval of the Architectural Control Committee. All fences shall be maintained after installation.

10. All construction within the Subdivision shall be with new materials only, except that used brick may be used when properly approved by the Architectural Control Committee.

11. The front and side yard landscaping shall be completed for each Lot within eight (8) months after the occupancy of any dwelling on said Lot.

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All front and side yard landscaping shall include substantial greenery, lawn, trees, shrubs, flowers, and other living plants, subject to approval from the Architectural Control Committee.

12. No wood or coal burning stoves are allowed, but only natural gas stoves shall be allowed in any living unit. Wood, coal or other natural gas burning fireplaces are acceptable.

13. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similar exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

14. All mailboxes and mailbox holders shall be of standard design accepted by the Architectural Control Committee and adhering to the applicable specifications of the U. S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each Lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

15. All Lot Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system.

16. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be in underground or in a conduit attached building. All television or radio antennas shall be installed inside an existing structure.

17. Roof pitches shall be a minimum of 4-12, unless otherwise approved by the Architectural Control Committee.

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18. All driveways and parking bays shall be constructed of concrete, concrete aggregate, stone, or cobblestone, unless written approval for the use of other material is given by the Architectural Control Committee.

## SECTION V

### HOMEOWNERS ASSOCIATION

1. Establishment. Carmel Canyon Estates shall have its own Homeowner Association and its own Architectural Control Committee which shall consist of three (3) members. Carmel Canyon Estates shall be included in Mesa Hills Homeowner Association. As soon as seventy-five percent of the lots in Carmel Canyon Estates have been sold, the purchaser or owner of each Lot in the subdivision shall become a member of the Carmel Canyon Estates Homeowner Association, (a non-profit corporation existing under the laws of the State of Utah) and, by default, Mesa Hills Subdivision Homeowners Association (a non-profit corporation existing under the laws of the State of Utah) which membership shall include the purchasers or owners of Lots in Mesa Hills Subdivisions, Carmel Canyon Estates Subdivision (at Mesa Hills), and Mesa Hills or other Mesa Hills Subdivision Units developed hereafter. It is the intent of the developer to Create additional subdivision units that will become part of the Homeowners Association(s) as herein defined. The Articles of Incorporation of such corporations(s) shall specify, among the purposes and duties of such corporations(s), the enforcement of all the Restrictions, covenants and conditions contained in this instrument, and the maintenance, Preservation and improvements of such properties, and the keeping and maintaining of Carmel Canyon Estates, Mesa Hills Subdivisions and every part thereof in a clean and sanitary condition, including the removal of weed sand and rubbish from streets and vacant property, so far as it may lawfully act to do so, and the transaction of such other businesses as may be permitted by law.

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The Purchaser or Owner on a Lot on said Subdivision agrees to pay to such corporation(s), when formed, dues or assessments, from created budgets, and to maintain private common areas and improvements for such purposes, the amounts of which may be fixed by its By-Laws or by lawful act of its board of directors.

A. The non-profit corporation shall be known as the Carmel Canyon Estates Homeowner Association. The Homeowners Association shall have all rights and authorities granted to it as a non-profit corporation in the State of Utah, and in addition, shall have the authority to establish an Architectural Control Committee, as set forth below.

B. It is understood and agreed that the Articles of Incorporation and By-Laws of such Corporation shall provide that each purchaser or owner of a Lot in any unit of Carmel Canyon Estates and Mesa Hills shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, subject to the proviso that if any member of such corporation shall be the purchaser or owner of more than one Lot in the Subdivision, he shall be entitled to votes for each lot owned, and obligated to accept, membership in such corporation, and shall have the benefit and bear the burdens of such membership with respect to the unsold lots in said subdivision.

C. Carmel Canyon Estates and Mesa Hills further agree that on organization of such corporation(s), it will convey to such corporation(s) its revisionary interest and title and all rights in or to the property conveyed by this instrument, arising or that may arise out of the restrictions and conditions expressed in this instrument, if any there be.

D. By acceptance of the deed or other instrument of conveyance for his or her lot within subdivision, each Lot owner shall be deemed to covenant and agree to be bound by the Articles of Incorporation and the By-Laws of the Association(s) and to pay the Association(s) annual assessments and special

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assessments for maintenance or necessary capital improvements. Such assessments shall be fixed, established, and collected from time to time as provided in the Articles of Incorporation or By-Laws of the non profit corporation.

D. Carmel Canyon Estates being a private gated community, its members and Home Owners Association shall hold Cedar City and any other Governmental entities providing emergency assistance harmless for any damage done to the property or gates due to emergency vehicles having to breach the gates in the case of emergency.

2. Operation of Homeowners Association. The business affairs of the Owners Association, including monthly meeting schedules, duties of officers and all conduct of the Association shall be governed by the By-Laws of the Association.

3. Architectural Control Committee. The Carmel Canyon Estates Homeowner Association shall establish its own Architectural Control Committee for the purpose of approving the building and site plans for all construction within the subdivision. No dwelling or any other structure shall be constructed without approval of the Architectural Committee. The Architectural Committee shall consist of the governing board of the Association, and shall consist of three (3) members, to be selected annually by the board of directors of the Association, with the members to be chosen for varying terms so as to achieve staggered terms and continuity of membership of such committee. The governing board shall be elected by the Homeowners by vote on annual basis.

A. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existent home, shall submit the plans to the Architectural Control Committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools and similar alterations. Construction of new structures includes equipment and material housing, dog runs, gazebos, arbors associated with landscaping and other similar construction.

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B. No construction, change, modification or alteration for which plans are to be submitted to the Architectural Control Committee pursuant to paragraph A, immediately above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of the external design and location in relation to surrounding structures and topography, size, estimates of cost and other such factors as the Architectural Control Committee considers necessary, appropriate and relevant to maintain property values of nearby properties. In the event the Architectural Control Committee fails to approve or disapprove such design and location plan within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

C. In spite of the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Architectural Control Committee shall have any liability, responsibility or obligation, whatsoever for any decision or lack thereof, in carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such Owner's Property or buildings to be constructed on his or her property.

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D. The Architectural Control Committee, if it observes deviations from or lack of compliance with the provisions in this declaration, shall report such deviations or lack of compliance to the Board of Directors Association for appropriate action.

E. The approval of building plans and specifications shall not be unreasonably withheld by the association. The Committee shall, however, have the sole and absolute discretion to evaluate plans and specifications for the purpose of ensuring that the proposed buildings and fences are consistent with the use contemplated by these Restrictive Covenants, that the plans and specifications are in all particulars consistent with the applicable laws and ordinances and that the proposed construction is aesthetically consistent with the objectives herein set forth. Any Owner or builder may not, however, rely on the opinion of the Architectural Control Committee as to whether the plans meet the applicable laws and municipal ordinances in place at the time of construction. It shall be the sole and exclusive responsibility of the Owners of the Lots within the Subdivisions to be sure that all laws and ordinances are complied within connection with their construction.

4. Membership. Each person who purchases a Lot within any unit of Carmel Canyon Estates, Mesa Hills Subdivisions shall be entitled and required and shall automatically become a member of the Association(s).

5. Association's Enforcement Authority. In addition to the enforcement rights set forth in Section VI, below, the Associations(s) shall have the right independently to enforce these restrictive covenants against any Owner who is in violation thereof. If any enforcement action is necessary, the Association(s) shall be entitled to injunctive relief, damages and such other remedies as the law allows, and shall be entitled to recover from the Owner or other person in violation of all its costs, expenses and reasonable attorney's fee.

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6. Community Open-Space and Amenities.

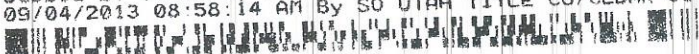
A. It is anticipated by Mesa Hills that it will create additional subdivisions adjacent to or in the immediate area of Mesa Hills Subdivisions, which additional subdivisions may contain open-space tracts as the developer shall create. Such open-space tracts as well as all open-space easements created or arising out of the Subdivision development shall be for the benefit of all properties in the Subdivision, now or as hereafter created by Mesa Hills and shall thereafter be developed, paid for and maintained by the Association, as provided in this Declaration.

B. On the filing of the final subdivision map for the future subdivisions, the mentioned open-space located in the Subdivisions shall be conveyed to and accepted by the Association.

C. Maintenance of the open-space tracts, open-space easements and/or any amenities located thereon shall be at the cost and expense of the Homeowners within Mesa Hills Subdivisions, or future subdivisions created by Mesa Hills. All such cost, including, but not limited to maintenance expenses, insurance and real property taxes, shall be borne by the Association created hereunder.

7. Mesa Hills Development, Inc.'s Temporary Authority. Until such time as seventy-five percent of Carmel Canyon Estates is sold (calculated on a pro-rata percentage of the total subdivision acreage), Mesa Hills shall be entitled to perform all functions of the Owners' Association set forth herein, and even thereafter until the Association is incorporated and the officers and trustees thereof have been elected. Mesa Hills Development, Inc. shall have the right to assign its duties as the Architectural Control Committee during any period of time it is vested with that authority.

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Upon the formation of the Homeowners Association by incorporation, Mesa Hills shall have no further involvement nor responsibility in connection with the Association or its responsibilities and duties as herein set forth, except as a property Owner with all rights arising from the same, including the right to vote as herein defined.

## SECTION VI

### ENFORCEMENT

1. The restrictions set forth in this document shall operate as covenants running with the land for the benefit of any and all persons who now may own, or may hereafter own, property in Carmel Canyon Estates and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them from any violation thereof.
2. In the event any enforcement action is necessary, the person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants and to recover any and all damages of any kind suffered by them because of the violation. In addition, the prevailing party in any action to enforce these restrictive covenants shall be entitled to recover from the all other costs, reasonable attorney's fees and expenses incurred in the enforcement action.
3. The Carmel Canyon Estates Homeowner Association and the Mesa Hills Homeowner Association is hereby given a right of enforcement for any violations of the restrictive covenants and shall have the same rights as the Owners which are set forth herein. The Articles of Incorporation or By-Laws of the non-profit corporation shall specify that among its purposes and duties is the enforcement of all the restrictions, covenants and conditions

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contained in this document and the maintenance, preservation and improvement of the Property.

## SECTION VII

### MISCELLANEOUS COVENANTS

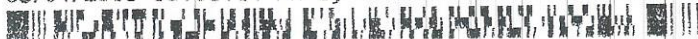
A. As required by City Ordinance there shall be a restriction that no more than 30% of the homes within the PUD may be rentals.

1. Amendment. The restrictions, covenants and conditions set forth herein may be Amended by a majority vote of three-fourths of the Lot Owners; provided, however, that Section III and Section IV of these restrictive covenants shall not be amended except upon Unanimous vote of the Lot Owners. The amendment shall not be enforceable nor effective until instrument is recorded in the Iron County Recorder's Office indicating that a vote has been duly and properly taken on the proposed amendment, that it has been approved by the requisite percentage of owners within the Subdivision, and is signed and acknowledged by each Owner in favor of the modification.

2. Powers Prior to Formation of Homeowners Association. Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Mesa Hills shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and the otherwise exercise the powers herein conferred on the Association in the same way and in the same manner as though all such powers and duties were herein given to Mesa Hills directly. Mesa Hills shall also have the right to modify, amend, repeal or change any of the terms of this Declaration prior to the actual organization or incorporation of the Association.

3. Liberal Construction. The provisions of these restrictive Covenants shall be liberally construed to achieve the goal and intent of the provisions hereof.

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4. Mailing Addresses. Each Owner shall register with the Association his or her current mailing address. All notices or demands intended to be served upon any Owner may be sent by first-class U.S. Mail, postage prepaid, addressed to the Owner at his registered mailing address and shall be effective when so mailed.

5. Right of Inspection. At any reasonable time, upon appointment and at his or her own expense, any Owner may audit or inspect the books and records maintained by the Association.

6. Legal Proceedings. Any Lot Owner or the Association may maintain any legal proceedings to compel or enforce any of the terms and conditions of this Declaration.

7. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. Failure in Enforce Not A Waiver. Failure by declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9. Subordination. No breach of any of the conditions herein contained or re-entry by and reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the Subdivision of any Lot therein; provided, however, that such conditions shall be binding on Any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

DATED this day of 2013

Mesa Hills Development, Inc.

By: Barry Church

BARRY CHURCH, Secretary/Treasurer

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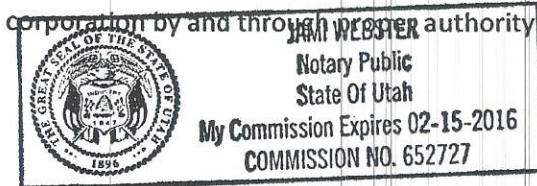


STATE OF UTAH)

County of Iron)

On the 19 <sup>August</sup> day of 2013, personally appeared before me BARRY CHURCH, who

Being first duly sworn did say that he, BARRY CHURCH, is the Secretary/Treasurer of MESA HILLS DEVELOPMENT, INC., a Utah corporation and that the foregoing instrument was signed of said



Xami Webster  
Notary Public  
My Commission Expires: 2-15-16  
Residing In: Cedar City, Utah

LEGAL DESCRIPTION:

Beginning at a point which is situated North 0°12'09" East along the quarter section line 1438.09 feet from the South quarter corner of Section 16, Township 36 South, Range 11 West, Salt Lake Base and Meridian, thence North 89°47'51" West 45.29 feet, thence South 66°15'00" West 250.59 feet, thence North 74°20'31" West 369.17 feet, thence South 66°23'41" West 498.46 feet, thence South 68°57'03" West 251.46 feet, thence North 69°38'17" West 205.69 feet, thence North 29°29'28" West 201.83 feet, thence North 36°51'46" East 182.08 feet, thence North 0°34'44" West 220.96 feet, thence North 38°28'16" East 221.13 feet, thence South 64°48'15" East 349.21 feet, thence South 30°13'45" East 159.75 feet, thence North 66°23'41" East 400.30 feet, thence South 67°59'48" East 485.72 feet, thence South 29°30'40" East 48.75 feet to a point of curve, thence Southeasterly around the arc of a curve to the left with a radius of 230.00 feet a distance of 162.37 feet (chord of said curve bears South 49°44'09" East 159.02 feet: to a P.C.C., thence Southeasterly around the arc of a curve to the left with a radius of 360.00 feet a distance of 11.03 feet (the chord of said curve bears South 70°50'13" East 11.03 feet) to a point on the North-South quarter section Line of said Section 16, thence South 0°12'09" West along the quarter section line 38.76 feet to the point of beginning.

NOW KNOWN AS:

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ALL OF LOTS 1 THROUGH 30, AND COMMON AREAS, CARMEL CANYON ESTATES PLANNED UNIT DEVELOPMENT.

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