

Palisades =  
A & B

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ENTRY NO. BK 349 PG 566-582

1994 FEB 15 PM 4:40 \$92.00

REQUEST BY Palisades Corp.

DEED & MORTGAGE  
SANPETE CO. RECORDER

BY ALB DEPUTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Palis A  
Palis B

THE PALISADES SUBDIVISION  
PLATS "A" AND "B"

THIS DECLARATION, made this 13th day of September, A.D., 1993 by The Palisades Corporation, a Utah Corporation.

WITNESSETH:

WHEREAS, The Palisades Corporation is the owner of certain real property in the County of Sanpete, State of Utah, which is more particularly described as The Palisades Subdivision PLAT "A" and The Palisades Subdivision PLAT "B", according to the recorded Plats thereof.

WHEREAS, The Palisades Corporation desires to protect and enhance the value, desirability and attractiveness of said property for all parties having or acquiring any right, title or interest in said Palisades Subdivision PLAT "A" and PLAT "B" and to this end, will convey the real property described in Article IV subject to the covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the following covenants will assure quality and control, architecture and landscape design standards have been carefully crafted and will be strictly enforced to ensure compatibility with the environment and neighborhood, and to enhance and protect the financial commitment and lifestyle, now and in the future; and,

WHEREAS, The Palisades Corporation, in order to insure that the purposes of this declaration are carried out, will cause the creation of "The Palisades Subdivision Homeowners Association," with the power of administering and enforcing the covenants, conditions and restrictions and collecting funds as hereinafter set forth;

NOW THEREFORE, The Palisades Corporation hereby declares that the real property in said Palisades Subdivision PLAT "A" and PLAT "B" is and shall be held, transferred sold, conveyed and occupied subject to the following covenants, conditions, restrictions, and easements, hereinafter sometimes referred to collectively as "covenants and restrictions", all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These covenants and restrictions shall run with said real property and shall be binding on all persons having or acquiring any right, title or interest in said property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. The following terms when used in this Declaration and/or any Supplement or Amendment thereto shall have the following meanings unless prohibited by the context:

(a) "Association" shall mean and refer to The Palisades Homeowners Association.

(b) "Properties" shall mean and refer to the real property shown in the recorded plats of The Palisades Subdivision PLATS "A" and "B".

(c) "Common Area" or "Open Space" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area as heretofore defined.

(e) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities.

(g) "Declarant" shall mean and refer to The Palisades Corporation.

(h) "Architectural Control Committee" shall mean the committee of three or more persons appointed by the Board of Directors of The Palisades Subdivision Homeowners Association to review and approve the plans for all improvements to be constructed on the Properties.

(i) "Board of Directors" shall mean and refer to The Homeowners Association.

(j) "Plot" shall mean and refer to final plot of Palisades Subdivision PLAT "A" and PLAT "B".

(k) "Common Area" shall mean and refer to all the area within the Fenced Boundaries of the irrigated meadows. Bounded on the East by the County Road and Running West to Property boundary of Manti Irrigation Company.

## ARTICLE II

### MEMBERSHIP

SECTION 1. Membership. Every person or entity who is an Owner as hereinabove defined of any Lot which is subject to assessment by the Association shall be a member of the Association. When more than one person is a record owner of a Lot, all such persons shall be members.

No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

SECTION 2. Classes of Membership. The Association shall have two classes of membership:

Class A. All the Owners as defined in Section 1 of this Article with the exception of the Declarant.

Class B. The Declarant.

ARTICLE III

VOTING RIGHTS

SECTION 1. Class A Members. Those Class A members holding an interest in any one Lot shall collectively be entitled to one vote for said Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 2. Class B Members. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 of Article II, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1997.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. Title to Common Area. The Declarant agrees to convey title to the Common Area to the Association free and clear of all liens and encumbrances within two years of the conveyance of the first Lot to a Class "A" member.

SECTION 2. The water system for The Palisades Subdivision PLAT "A" and PLAT "B" will deliver water to each lot line boundary, and shall be primarily for domestic use but may be used for irrigation of home gardens and lawns. However, in the event there is a water shortage or drought, each owner shall be obligated to conserve water, to eliminate waste of water, to not use water for irrigation purposes, and to otherwise water so as not to be a detriment to other owners in The Palisades Subdivision PLAT "A" and PLAT "B".

SECTION 3. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

(a) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the voting rights and right to the use of the Common Area and any recreational facilities thereon of a member or members of his family for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area and to limit the number of guests of the members using the Common Area; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area or appurtenance thereunto belonging to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3's) of the votes of each class of membership agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least fifteen (15) days and not more than fifty (50) days prior to such dedication or transfer.

SECTION 4. Any Member may, in accordance with the By-Laws, share his right of enjoyment to the Common Area with the members of his family or delegate it to his tenants or contract purchasers provided they all reside on the property. Each lot will be entitled to pasture 2 horses in the common area during the pasture season without charge. This shall be a non-transferable privilege. The above permitted horses may be maintained in the common area during winter months by paying a prorata share of the supplemental feeding and maintenance costs.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Definition. The Homeowners Association will be responsible for the following areas to include but not limited to: 1) the common area; 2) the jogging, bicycle, and equestrian paths; 3) roads.

SECTION 2. Personal Obligation for Assessment. The Declarant, and each owner of any Lot Covenants and Agrees to pay to the Association, as follows:

(1) Annual assessments or charges hereinafter provided in Article V Section III; and,

(2) Special assessments for capital improvements, such assessments to be established and collected from time to time by the Association as hereinafter provided in Article V Section 4.

The annual and special assessments, together with such interest thereon, cost of collection and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 3. Purpose of Assessments. The assessments levied by the Association upon the Lots shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and in particular for the improvements, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 4. Basis and Maximum of Annual Assessments. Each Lot shall, as hereinafter provided, be subject to an annual assessment of not more than \$100.00. The Board of Directors shall fix the annual assessment within this amount and may raise or lower said annual assessment within said maximum as they deem necessary in their discretion. From and after January 1, 1994, the maximum annual assessment may be increased or decreased by the assent of two-thirds (2/3's) of the votes of each class of Members who are voting in person or by proxy, at a meeting of the Members, written notice of which setting forth the fact that the question of the change in the assessment limit shall be considered shall be sent to all members not less than fifteen (15) days and not more than fifty (50) days prior to the meeting.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment applicable to that year only, which may be collected on a monthly basis, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds ( $2/3$ 's) of the votes of each class of members, who are voting in person or by proxy at the meeting of the members, written notice of which setting forth the fact that the imposition of the special assessment shall be discussed, shall be sent to all members not less than fifteen (15) days and not more than fifty (50) days prior to the meeting.

SECTION 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not coming forth at any meeting, another meeting may be called, provided there has been 10 days prior written notice to all members and there shall be no required quorum in order to conduct business at the subsequent meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The first annual assessment provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of title for purchase of a lot. The first annual assessment will be prorata based on 12 months of the fiscal year from the 1st day of June to the last day of May of the following year. For the Second and each succeeding year thereafter, the annual assessment will be due and payable on June 1st. The Association, shall, upon demand at any time, furnish to any person with respect to a particular lot, a certificate in writing signed by an officer of the Association setting forth the amount of the annual and special assessments on said lot and whether said assessments are current.

SECTION 8. Assessment Lien. Assessments levied upon Lots shall be a perpetual lien upon said Lots until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter provided; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any Lot shall not affect the Assessment Lien.

SECTION 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to a public authority and devoted to a public use;

(b) the Common Area.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Appointment Duties. The Board of Directors of the Homeowners' Association shall appoint three persons and one alternate who need not be Members of the Association to serve as the Architectural Control Committee to serve at the pleasure of the Board. No member can serve in the Committee when his own plans are under consideration. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgement to see that all structures, improvements, construction, decorating, and landscaping on the Properties conform to and harmonize with the existing surroundings and structures. For convenience, the Architectural Control Committee shall hereinafter sometimes be referred to in this Article VI as the "Committee". Term of Committee is one year.

SECTION 2. Review by the Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae, whether on a structure or on a Lot, flag poles, fences, walls, exterior lighting, or other improvements, shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plans shall have been submitted to and approved in writing by the Committee' and a copy of such plans, specifications and lot plans as finally approved, and deposited with the Committee. Application to the County of Sanpete for a Building Permit shall not be made prior to the approval of plans by the Committee.

SECTION 3. Procedure. The Architectural Control Committee shall approve or disapprove all plans and requests within ten (10) days after requests have been submitted. If the Committee does not act within fifteen (15) days after submission, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Committee is required for approval or disapproval of proposed improvements.

The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Architectural Control Committee shall take into consideration the design, style, and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the architecture of other buildings located upon the Properties subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots because of its design, location, height, or type of material used in construction. The Committee may make reasonable requirements of the Lot Owner, including the submission of additional plans, to insure conformance of such buildings when erected with these restrictions and covenants and the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

The Committee shall have authority to grant variances from the provisions of this Declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not such hardship exists.

Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval, in general terms, so that the objections can be met by alteration acceptable to the Committee.

All plans submitted to the Committee shall be left on file with the Committee.

It is the intent of these declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for any arbitrary abuse of its discretion or an act in excess of its authority. The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

SECTION 4. Liability of Committee. The Architectural Control Committee shall not be liable in damages to any person submitting a request for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

## ARTICLES VII

### EXTERIOR MAINTENANCE

SECTION 1. The Owner of each Lot shall maintain the structures on any grounds and landscaping thereof in a neat and attractive manner. Upon the Owner's failure to do so, the Board of Directors may, as its option, after giving the Owner thirty (30) days written notice, have the grass, weeds, trees, shrubs and other vegetation cut or trimmed when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from any Lot to maintain the beauty of the Properties.

SECTION 2. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Board of Directors may, at its option, after giving the Owner six (6) month's written notice, make repairs to and improve the appearance of such structure in a reasonable and workmanlike manner.

SECTION 3. Assessment of Cost. The cost of such maintenance referred to in Sections 1 & 2 above, shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Article V hereof.

SECTION 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Sections 1 & 2 of this Article, the Association shall, through its duly authorized agents or employees, have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any structure situated thereon at reasonable hours of any day except Sunday.

#### ARTICLE VIII

##### USE RESTRICTIONS, COVENANTS AND EASEMENTS

The following restrictions, covenants and easements are imposed uniformly upon the Properties and the use thereof as a common scheme for the benefit of each Lot and the Common Area may be enforced by the Association.

SECTION 1. Land Use and Occupancy. All Lots shall be used for residential purposes only.

SECTION 2. Subdivision. No lot shall be resubdivided in excess of what is shown on the final plats.

SECTION 3. Set-Back Requirements and Building Height. The set-back requirements will be as shown on the final plats of The Palisades Subdivision PLATS "A" and "B". Unless a variance is granted by the Architectural Control Committee, there will be a 24 foot building height limit and a minimum living space of 1,500 square feet.

SECTION 4. Building Character and Construction. All buildings erected on the Properties shall be designed and constructed in accordance with following standards or guidelines:

(a) Materials and color - A similar palette of traditional materials such as wood, stone, stucco, logs, and earth-tone finishes for staining and trim should be used on homes through-out the development. Accent colors, used in moderation, may be acceptable.

(b) Unified but different - No two houses are expected to be alike, and the Committee will allow a range of architectural styles while pushing for a continuous thread of related design elements. The prevalence of architectural style showing a direct relationship to Southwestern - Spanish or Mediterranean architecture. Certain designated lots may be exempt from this design.

(c) All buildings shall be completed within 12 months of beginning construction.

(d) Should any portion of a Lot extend onto the original Common Area, that lot will be deed restricted to assure that the portion extending onto the Common Area shall in perpetuity remain part of the common use area, and cannot be fenced.

(e) Every owner will be required to design and install a fire protection sprinkling system within their home.

SECTION 5. Fences or walls.

(a) All fences shall be constructed of natural colored wood or of color or material of the house on that lot.

(b) All walls shall be constructed of stone, stucco or brick or of the type allowed for the construction of exterior walls of dwellings.

- (c) Wildlife - safe fences shall be used.
- (d) No barbed wire or chain-link fences will be permitted.
- (e) The entire area of the lot may not be fenced.

(f) Fences shall not exceed 4 feet in height unless approved by the Architectural Control Committee. It is intended that the lot perimeters may not be fenced, and that fencing be restricted to the building envelope as approved by the Architectural Control Committee.

SECTION 6. Landscaping. Complete landscaping plans prepared to scale in a complete form showing plant materials, sizes and names shall be required. As much natural vegetation as is practical shall be maintained.

SECTION 7. Trash. No garbage, refuse, rubbish or cuttings shall be deposited on any Street, Road or Common Area and on any Lot unless placed in a suitable container. The burning of trash in outside incinerators, barbecue pits, or the like, is prohibited, it being intended that all refuse, trash, garbage and the like shall be hauled from the Properties. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

SECTION 8. Storage of Building Materials. No building material of any kind or character shall be placed upon any Lot except in connection with construction or maintenance approved by the Architectural Control Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

SECTION 9. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Street, Road, or Common Area, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

SECTION 10. Commercial Vehicles Campers, or Trailers. No campers, recreational vehicles, trailers, commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage or hidden behind visual screening, nor parked on any street, road or Common Area except while engaged in transport to or from a dwelling or the Common Area. For the purposes of this restriction, a truck having a 3/4 ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. Special permission must be obtained from the homeowners association in such cases as visiting family trailers for limited time periods.

SECTION 11. Animal Control. The keeping of animals shall be limited to two (2) domestic household pets per lot, provided that said animals are well kept and provided for and do not become a health hazard or nuisance to the neighborhood. There will be no grazing animals allowed on private lots. All horses will be maintained in the common area except for Lot 23 of Plat "A".

No owner shall have or allow any guest, tenant or other person lawfully on the premises to have or permit any animal at large upon the property. Definition of animal at large shall be: any animal either;

1. Not attached to a person by chain or leash, or
2. Not in a cage or similar confinement, or
3. Not controlled electronically.

Enforcement: The Committee or the Homeowners Association, shall undertake such action as it is necessary to enforce the provisions hereof, in particular, the Committee, through its designee, may inspect for violation, investigate claimed violations, request prompt voluntary terminations of violations, take possession of violation animals and dispose thereof as the committee, in its sole discretion, deems appropriate.

First Violation	\$10.00
Second Violation	\$25.00
Third Violation	\$100.00
Subsequent Violation	\$250.00

SECTION 12. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale. Small signs displaying the owner's name and street address are allowable.

SECTION 13. Gravel surfaced driveways and parking areas are required on all lots.

SECTION 14. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of the adjacent property.

SECTION 15. Motor Vehicles.

(a) No motor vehicles owned or leased by Owners of Lots in the properties shall be parked or maintained on any street within PLAT "A" and "B" of The Palisades Subdivision.

(b) All unused motor vehicles of any kind, shall not be stored or parked on any Lots, except in a closed garage, (or behind visual screening with approval of the homeowners association). "Unused Vehicle" shall be defined as any motor vehicle which has not been driven within thirty-five (35) day period or a vehicle which has expired license plates. Recreational - boats, snowmobiles, etc. An on-site storage rental area will be available to lot owners for such vehicles, etc.

(c) No motorized vehicle shall be driven in the Common Area except as authorized by the Association.

SECTION 16. Easements and Rights-of-way. Easements and rights-of-way for jogging, equestrian and bicycle paths, lighting, heating, electricity, gas, telephone, water, and sewage facilities, and any other kind of public or quasi-public utility service are reserved as shown on the plats.

The declarant or its nominee shall have the right to construct, operate and maintain water, sewer, gas, telephone lines, and other utilities, over and across the Common Area as may be required for the development of area adjacent to the property.

SECTION 17. Conflict with Ordinances. In the event the terms and conditions of this declaration conflict with any applicable Statutes or rules and regulations of governmental agencies, now existing and as many as may be hereafter adopted or amended, then the higher standard shall control.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. 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 Association; or the Owner of any Lot subject to this Declaration; their respective legal representatives, 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 periods of fifteen (15) years.

SECTION 2. Amendments. These covenants and the restrictions of this Declaration may be amended during the first twenty years from the date of the Declaration, by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots and thereafter by an instrument signed by

the Owners of not less than fifty percent (50%) of the Lots.

SECTION 3. Enforcement. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages.

SECTION 4. Severability. Invalidation of any one of these covenants or restrictions by judgement of court order shall in no way affect other provisions which shall remain in full force and effect.


SECTION 5. Notices. Any notice required to be given to any member or Owner under the provisions of this Declaration shall be sent to the last known address of the record Owner of the Lot in which the member has an interest as shown on the records of the Association at the time of such mailing.

THESE COVENANTS, CONDITIONS AND RESTRICTIONS APPLY TO AND GOVERN ALL THE REAL PROPERTY OF PALISADES SUBDIVISION PLAT "A" AND PALISADES SUBDIVISION PLAT "B", INCLUDING THE COMMERCIAL AND CONDOMINIUM AREAS AND ALL THE LOTS 1 THROUGH 24 IN PLAT "A", AND LOTS 1 THROUGH 25 IN PLAT "B".

IN WITNESS WHEREOF, the declarant has caused its corporate name and seal to be hereunto affixed by its duly authorized officer this 13th day of September, A.D. 1993.

THE PALISADES CORPORATION

BY:

  
President

BY:

  
Secretary/Treasurer

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STATE OF UTAH )

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COUNTY OF SANPETE )

On the Feb 10, 1994, personally appeared before me David E. Christensen and A. Perry Christensen, who being by me duly sworn did say, that he, the said David E. Christensen, is the president and A. Perry Christensen, is the Secretary/Treasurer, of The Palisades Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said David E. Christensen and A. Perry Christensen, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires 4-25-94  
Residing in Manti, Utah

*Montess E. Gilman*  
Notary Public

