

**DOC # 20210039265**

Restrictive Page 1 of 18  
Gary Christensen Washington County Recorder  
06/04/2021 10:27:59 AM Fee \$ 40.00  
By EAGLE GATE TITLE



**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS  
MONTE VISTA ESTATES**

**Table of Contents**

	<b>Page</b>
<b>ARTICLE 1 DEFINITIONS</b>	<b>1</b>
1.1. "Accessory Structure"	1
1.2. "Barn"	1
1.3. "Design Guidelines"	1
1.4. "Dwelling Unit"	2
1.5. "Improvement(s)"	2
1.6. "Livestock"	2
1.7. "Owner"	2
1.8. "Pasture"	2
<b>ARTICLE 2 PROPERTY OVERVIEW</b>	<b>2</b>
2.1. Property Subject to this Declaration	2
2.2. Single-Family Residence Development	2
2.3. Use Restrictions	3
<b>ARTICLE 3 ARCHITECTURAL CONTROL</b>	<b>6</b>
3.1. Architectural Committee	6
3.2. Committee Members	6
3.3. Design Guidelines	6
3.4. Variances	7
3.5. Development Plan and Design Review for Property	7
3.6. Conceptual and Preliminary Design Review	7
3.7. Final Plan Review	7
3.8. Compliance with Design Guidelines	7
3.9. Design Review Fee	8
3.10. Municipal Authority Approval	8
3.11. Required Approvals for Further Property Restrictions	8
3.12. Limitation on Review	8
3.13. Owner's Obligation to Maintain Lot and Improvements	9
3.14. Repair Following Damage	9
3.15. Owner's Obligation to Maintain Insurance	9
3.16. Failure to Complete Work	9
<b>ARTICLE 4 EASEMENTS</b>	<b>10</b>
4.1. Utility Easement	10
4.2. Easements for Ingress and Egress	10
4.3. Additional Easements	10
<b>ARTICLE 5 MAINTENANCE</b>	<b>10</b>

5.1. Installation and Maintenance of Landscaping on Lots 10  
5.2. Improper Maintenance and Use of Lots 10

**ARTICLE 6 TERM, TERMINATION AND AMENDMENT 11**

6.1. Term; Method of Termination 11  
6.2. Amendments 11  
6.3. Unilateral Amendments 11

**ARTICLE 7 GENERAL PROVISIONS 12**

7.1. Severability 12  
7.2. Change of Circumstances 12  
7.3. References to this Declaration in Deeds 12  
7.4. Captions 12  
7.5. Successors and Assigns of Declarant 12  
7.6. Remedies 12  
7.7. Interpretation 12

**EXHIBIT A 14**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS****AND RESTRICTIONS****MONTE VISTA ESTATES****Washington County, Utah**

This DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MONTE VISTA ESTATES ("Declaration") is made this 11 day of MAY, 2020, by Steijum Consulting Limited Liability Company, a Utah corporation ("Declarant").

**RECITALS**

A. Declarant holds both legal and equitable title to certain real property located in Washington County, Utah, which is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. By this Declaration, Declarant desires and intends to impose certain restrictive covenants, covenants and easements on the development of the Property for the mutual protection and benefit of the Owners and to protect and enhance the Property values and aesthetic qualities of the Property.

C. The covenants, conditions and restrictions contained in this Declaration and in the Exhibits attached hereto shall be enforceable covenants and equitable servitudes and shall run with the land and shall benefit the Owners (defined below), Declarant, and their successors in interest.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees that each of the Recitals A through C is incorporated into and made a part of this Declaration for all purposes and further declares, covenants and agrees as follows:

**ARTICLE 1  
DEFINITIONS**

"**Accessory Structure**" means structures on the same Lot as a Dwelling Unit or Barn, the use of which is incidental to the use of the Dwelling Unit or Barn, and includes, without limitation, storage sheds and other structures other than metal Quonset huts and Storage Containers which are strictly prohibited.

"**Barn**" means an Improvement for housing Livestock, storing hay, feed and related agricultural uses. The definition shall include any stable attached to the Barn structure.

**“Design Guidelines”** means the written review and operation standards for the development of the Property to be promulgated by the Architectural Committee pursuant to this Declaration, as the same may be amended from time to time.

**“Dwelling Unit”** means the single-family residence built or to be built on any Lot.

**“Improvement(s)”** means any improvement now or hereafter constructed on the Property and includes anything which is a structure and/or appurtenances thereto of every type and kind, including but not limited to any Accessory Structure, building, out-building, Barn, structure, walkway, garage, road, driveway, parking area, screening wall, shed, covered patio, stairs, deck, fountain, pool, radio or television antenna or electronic receiving device including a satellite dish, paving, curbing, landscaping, hedges, windbreak, planting, planted trees and shrubs, tank, fence, mailbox, sign, newspaper vending and distribution machines, overnight delivery service drop boxes, exterior lights, any excavation, fill, ditch, diversion, dam, retaining wall or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel, and related fixtures and equipment.

**“Livestock”** means (a) horses, goats, and donkeys; and (b) other useful animals typically kept or raised on a farm or ranch and approved by the Architectural Committee, but excluding any animals which may emit excessive noxious or offensive odors, which are not included in the definition of Livestock and are not permitted on the Property.

**“Owner”** means the person or persons having fee simple title to any Lot, including the Declarant, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

**“Pasture”** means the fenced portion of a Lot upon which all Livestock shall live.

## **ARTICLE 2 PROPERTY OVERVIEW**

**Property Subject to this Declaration.** This Declaration is being recorded to establish a general plan for the development and use of the Property in order to protect and enhance the value and desirability of the Property. All of the property within the Property shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed to any of the Property subject to this Declaration, each Owner, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and evidences his, her or its intent that all the provisions, restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land it encumbers and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees

thereof. Furthermore, each Owner fully understands and acknowledges that this Declaration shall be mutually beneficial and enforceable by Declarant and all Owners.

**Single-Family Residence Development.** Declarant intends that the Property will be developed into six (6) lots (each a "Lot") which may, without obligation, be utilized for single family occupancy in detached dwellings ("Single Family Residential Use") in a subdivision known as the Monte Vista Estates (the "Subdivision").

**Use Restrictions.** Except as otherwise provided herein, each Lot may be used in any manner consistent with the requirements of applicable zoning and other land use ordinances and regulations. All Lots shall be used in accordance with the restrictions outlined in the Monte Vista Estates Plat recorded in the office of the Washington County Recorder, as amended from time to time, in the Design Guidelines (as defined below), and as set forth below:

2.3.1. All Lots utilized for Single Family Residential Use shall be used, improved and devoted, in whole or in part, to detached Single Family residential dwellings and associated accessory purposes, including Accessory Structures and Barns. For purposes herein "Single Family" shall mean a group of one or more persons, each related to the other by blood, marriage, adoption, or domestic partnership, or a group of no more than five persons who are not related to each other who are living together as a unit and who maintain a common household.

2.3.2. Lots utilized for Single Family Residential Use shall not be used for any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner may conduct business activities within the Lot so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the activity conforms to all zoning requirements for the Property; and (c) the activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property. Nothing herein shall prohibit the nightly or other short-term or long-term rental of any dwelling within the Property, which uses are expressly permitted subject to applicable federal, state or local law, statute, ordinance, rule or regulation, including any such law promulgated by the County. Mere ownership of any of the Property shall not be deemed to constitute a business activity in violation of this provision.

2.3.3. No Dwelling Unit shall be occupied prior to completion of the Dwelling Unit thereon and the issuance of a certificate of occupancy by the County.

2.3.4. The following activities are prohibited within the Property:

2.3.4.1. Any activity that emits foul or noxious odors or creates noise or other conditions which tend to disturb the peace or threaten the safety or security of other Lots and/or their occupants.

2.3.4.2. Any activity that violates local, state or federal laws or regulations.

2.3.4.3. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to the occupants of other Lots, except alarm devices used exclusively for security purposes.

2.3.4.4. Use or discharge of firecrackers or other fireworks.

2.3.4.5. Discharge of firearms.

2.3.4.6. Capturing, trapping or killing wildlife, except in circumstances posing an imminent threat to the health or safety of persons or property.

2.3.4.7. Accumulation of rubbish, trash or garbage; refuse containers shall not be visible from other Lots.

2.3.5. Permitted Improvements. No Improvement shall be erected, altered, placed, or permitted to remain on any Lot other than, the following as permitted by applicable zoning ordinances:

2.3.5.1. One or more single family Dwelling Units designated for residential use.

2.3.5.2. One or more Barns.

2.3.5.3. One or more Accessory Structures.

2.3.5.4. To the extent permitted by applicable governmental regulations including those of Washington County: (a) a private garage, and (b) a guest house, casita or apartment to be used only in conjunction with the Dwelling Unit.

2.3.6. Pastures. All Pastures shall be fenced consistent with plans and specifications, approved by the Architectural Committee.

2.3.7. Livestock and Animal Restrictions.

2.3.7.1. No animal shall be kept or maintained on any Lot except Livestock and conventional household pets (e.g. dogs, cats, small caged birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family or employee. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. Notwithstanding the foregoing, a reasonable number of chickens and ducks shall be permitted on the Lot.

2.3.8. Number of Horses. The number of horses allowed on a Lot shall be determined pursuant to St George City Code per Zoning RE-37.5 & 2.3.9.

2.3.9. For purposes of this paragraph 2.3.8, mares with unweaned foals shall be considered to be one (1) horse.

**2.3.10. Additional Livestock Provisions.**

2.3.10.1. Horses may be ridden only on the Owner's Lot, or on public areas.

2.3.10.2. All waste from Livestock shall be handled and disposed of pursuant to applicable laws (including Washington County ordinances). In no case shall waste be spread on Lot, stockpiled or located except in water-proof containers or otherwise constitute a nuisance.

2.3.11. Vehicles. No inoperable vehicles, campers, trailers, boats or any similar items shall be permitted on the Lot. No commercial vehicle of any kind, (other than one operated by a vendor providing delivery or temporary service to a Lot, or operated by an Owner and stored in a garage, Barn or Accessory Structure overnight), shall be permitted on any Lot. Travel trailers, recreational vehicles and campers are permitted, but shall be stored in a garage, Barn or Accessory Structure.

2.3.12. Site Built. All Improvements shall be conventionally constructed on site pursuant to the Design Guidelines. No mobile homes, manufactured homes, modular homes, Quonset huts, Storage Containers or similar structures shall be permitted on a Lot.

2.3.13. Temporary Structures. No portable or temporary building, shed, tent or other structure shall be constructed or maintained upon any Lot for storage or otherwise. Notwithstanding the foregoing, the Architectural Committee may allow such temporary structures as reasonable and necessary during approved construction of a permanent Improvement. Provided, however, temporary structures shall be removed from a Lot no later than nine (9) months following issuance of any building permit unless the Architectural Committee grants a written extension. Any such temporary construction facilities shall be located so as not to interfere with the aesthetic enjoyment of the Property, and shall be immediately removed from the Lot upon substantial completion of the Improvement.

2.3.14. Containers and Tanks. All fuel tanks, water tanks, grain storage tanks or other such equipment shall be located underground or screened by walls or suitable vegetation as not to be visible from any other Lot.

2.3.15. Trash. All trash or garbage shall be kept at all times in containers provided by the Owner and not visible from an adjoining Lot. Owners shall be responsible for the proper disposal of trash and garbage, or the Owner may elect to utilize the services of a disposal agency. No Owner shall burn any trash, garbage, rubbish or other similar material on a Lot.



2.3.16. Garages. Each Dwelling Unit shall have an attached or detached garage designed for storage of at least two automobiles and constructed pursuant to the Design Guidelines.

2.3.17. Signs. No commercial sign or other sign shall be erected or maintained on any Lot or Improvement within public view except as may be required by legal proceedings. Real estate "For Sale" signs are permitted. Property identification and like signs identifying the Owner of a Lot or a farm name, are permitted. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems necessary in its sole discretion to assist the Declarant in selling any Lot.

2.3.18. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by the Owner except pursuant to the Design Guidelines.

2.3.19. Fences. All fencing must be approved by the Architectural Committee.

2.3.20. Hazardous Activities. No hazardous or unsafe activities shall take place on any Lot.

2.3.21. No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare or does not comply with the Design Guidelines; no sound shall be emitted from any Lot which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect the Lot or Improvements thereon; and no odors shall be emitted from any Lot which are noxious or offensive to others.

2.3.22. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot, which shall induce, breed or harbor infectious plant diseases or noxious insects.

### ARTICLE 3 ARCHITECTURAL CONTROL

Architectural Committee. It is the intention and purpose of this Declaration to impose design and development standards of a type and nature that result in Dwelling Units and Improvements that are compatible with the Property and its surroundings. To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the architectural design standards.

Committee Members. The Architectural Committee shall consist of three (3) members:

3.2.1. Two (2) members shall be designated by Declarant;

3.2.2. One (1) member that is chosen and mutually agreed to in writing by the other two Architectural Committee members.

**Design Guidelines.** The Architectural Committee shall adopt, by majority vote, Design Guidelines that are consistent with this Declaration, for the purpose of ensuring that the natural landscape of the Property and the surrounding property are preserved to the greatest extent feasible, and that all Dwelling Units and Improvements are harmonious with the natural setting. Each Dwelling Unit and Improvement shall be designed to conform to the natural topography of the site, and to preserve the natural texture, appearance and vegetation of the undeveloped site to the extent possible.

**Variances.** Variances to the Design Guidelines may be granted by the Architectural Committee only when strict application would create an unforeseen or unreasonable hardship to the Owner, and are subject to approval by the County, if applicable.

**Development Plan and Design Review for Property.** Prior to any development of the Property, the Owner shall follow the procedures outlined in this Article 3 to obtain the consent of the Architectural Committee.

**Conceptual and Preliminary Design Review.** Conceptual and preliminary design review is optional but highly encouraged, unless the Owner is applying for any variances from the Design Guidelines, in which case conceptual and preliminary design review shall be mandatory. The purpose of conceptual and preliminary review is to evaluate the proposed design at a preliminary level to identify and avoid conflicts with the Design Guidelines.

**Final Plan Review.** Owner shall submit a development plan ("Development Plan") to the Architectural Committee, containing such information, sketches, and details as necessary for the Architectural Committee to determine compliance with the Design Guidelines, including but not limited to the following: the location on the Lot of the exterior walls of the Dwelling Unit and all other structures or Improvements that are existing or to be constructed; detailed drawings of elevations of all buildings, showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior siding and roofing materials and/or a sample of each, including color samples; a landscape plan showing the location of driveways, walkways, patios, decks and other hard-surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring the disturbed areas, and containing a list of all plants to be used and their location, and the location, design and specifications of all landscape lighting; and a complete drainage plan. The Architectural Committee shall evaluate the Development Plan to determine whether such plan is consistent with the Design Guidelines and generally compatible and harmonious with the remainder of the Property. Within thirty (30) days of receipt of the Development Plan, the Architectural Committee shall respond in writing to the Owner indicating either that the Development Plan is approved, or indicating items that must be revised before the Architectural Committee will grant approval. If the Development Plan is not approved, the Owner shall, prior to proceeding with any work, revise the plan in accordance with the Architectural Committee's instructions and then re-submit to the Architectural Committee for approval in accordance with the above.

**Compliance with Design Guidelines.** All Improvements constructed within the Property shall comply with the Design Guidelines and no construction, installation, removal, addition, alteration, repair, change, devegetation, excavation, grading, planting, revegetation, or other work which in any way alters the appearance (including but without limitation, the exterior color scheme) of any Improvement within the Property shall be made or done without the prior written approval of the Architectural Committee. Initial construction of Improvements shall be approved through submittal of a Development Plan as described in Section 3.7 above. Thereafter, any Owner desiring approval of the Architectural Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement (excepting interior remodeling) shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change, replacement or other work. The Architectural Committee shall review the Owner's written request according to the procedures set forth in Section 3.4 above.

**Design Review Fee.** The Architectural Committee shall have the right to charge an Owner a reasonable fee for its review of Development Plans in accordance with Section 3.4 and 3.8 above, which fee shall be payable at the time the application is submitted to the Architectural Committee. Such fee shall be set at such reasonable level, not to exceed \$750 as the Architectural Committee may estimate will be necessary to defray the reasonable costs and expenses in reviewing and evaluating any such request or application, and may include an amount to cover the reasonable costs of professional consultation by architects, engineers and/or attorneys.

**Municipal Authority Approval.** The approval required by the Architectural Committee pursuant to this Article 3 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation, including any such law promulgated by the County. The Architectural Committee may condition its approval of any application, plans or other items submitted to it on delivery to the Architectural Committee of evidence satisfactory to the Architectural Committee that the Owner or other person seeking its approval has also made appropriate applications for (and prior to commencing work shall have obtained) any and all such other approvals or permits. The Architectural Committee shall cooperate reasonably with any other approving authorities or entities, provided, however, that The Architectural Committee shall not be bound by any approvals, permits or other decisions of any other such approving authority or entity.

**Required Approvals for Further Property Restrictions.** All proposed site plans for any Lot or Improvement, or any portion thereof, must be approved in writing by the Architectural Committee prior to recordation thereof or commencement of construction on the applicable Improvement. In addition, the Property is subject to the following approvals:

3.11.1. No Lot, or portion thereof, shall be further subdivided and no portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed or transferred by any Owner.

3.11.2. No site plan or further covenants, conditions, restrictions or easements, and no application for rezoning, variances or use permits shall be recorded or

submitted to a governmental authority unless the same has first been approved in writing by the Architectural Committee. Further, no substantive changes or modifications shall be made in any such documents, instruments or applications once the same have been approved by the Architectural Committee hereunder unless such changes or modifications have first been approved by the Architectural Committee in writing.

**Limitation on Review.** The Architectural Committee's review is limited to those matters provided in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances or other statutes, laws or other ordinances affecting the development or improvement of the Property, and shall have no liability to any Owner whose plans were approved in a manner that included any violation of the same. Any corrections or changes to plans that may be required to bring them into conformity with any applicable codes or ordinances are subject to the review and approval of the Architectural Committee. Neither the Architectural Committee nor its members shall be liable to any applicant or Owner for any damages due to their actions, inactions, approval or disapproval of any plans submitted to the Architectural Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Architectural Committee or its members as a result of the performance or the failure to perform their duties under this Declaration.

**Owner's Obligation to Maintain Lot and Improvements.** Each Owner shall maintain his, her or its Lot and all Improvements thereon, in a safe, sanitary and attractive condition. In the event that an Owner fails to maintain his, her or its Lot or Improvement(s) in a manner which Declarant reasonably deems necessary to preserve the appearance and/or value of the Property, Declarant may notify the Owner of the work required and demand that it be done within a reasonable and specified period, not to exceed sixty (60) days. In the event that the Owner fails to carry out such maintenance within said period, Declarant shall have the right to enter upon the Lot or Improvement(s) to cause such work to be done and individually charge the cost thereof to such Owner. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain his, her or its Lot or Improvement(s), Declarant shall have the right to immediately enter upon the Lot or Improvement(s) to abate the emergency and individually charge the cost thereof to such Owner.

**Repair Following Damage.** In the event of a casualty loss or damage to the Improvements on a Lot, the Owner shall cause them to be restored to the same condition and appearance as that originally approved by the Architectural Committee. The Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Committee, provided however that any alterations or deviations from the originally approved plans shall be subject to Architectural Committee approval. Nothing in this Declaration is intended to prevent an Owner from, without prior Architectural Committee approval, taking temporary measures following casualty loss or damage to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, prior to reconstruction of the Improvements. The Owner shall cause repair and reconstruction of the Improvements to begin as soon as circumstances permit, but in no event shall a damaged structure shall be permitted to remain on any Lot for more than 120 days without repairs commencing. Provided, however, in the event of a delay in receipt of insurance

proceeds, the damaged structure may remain on the Lot for a reasonable additional period of time not to exceed an additional 180 days.

**Owner's Obligation to Maintain Insurance.** Each Owner of a developed Lot shall maintain or cause to be maintained in full force and effect, policies of property insurance covering loss of or damage to the Improvements located on its Lot.

**Failure to Complete Work.** In the event that the construction, reconstruction, refinishing, or alteration of any Improvement is not completed within a reasonable time, the Architectural Committee may direct the Owner to remedy the non-compliance or remove the Improvement. If the Owner does not comply with the order of the Architectural Committee within the time period set forth in the order, any Owner may take legal action to remedy the noncompliance and the defaulting Owner shall reimburse such complaining Owner for all expenses incurred in connection therewith.

#### **ARTICLE 4 EASEMENTS**

**Easements for Ingress and Egress.** There are hereby created nonexclusive easements for ingress and egress for pedestrian traffic over, through and across any public sidewalks, paths, walks and lanes that from time to time may exist within each Lot. There is also hereby created a nonexclusive easement upon, across and over all private streets or roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel.

**Additional Easements.** The Property shall also be subject to the easements created by the Subdivision Plat.

#### **ARTICLE 5 MAINTENANCE**

**Improper Maintenance and Use of Lots.** In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the other Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, the Architectural Committee or any Owner may give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Architectural Committee or complaining Owner may cause such action to be taken at said defaulting Owner's expense. If at the expiration of said 14-day period the requisite corrective action has not been taken, the Architectural Committee or complaining Owner shall be authorized and empowered to cause such corrective action as it deems appropriate to be taken and the cost thereof shall be paid to the Architectural Committee by the defaulting Owner of the Lot, upon demand.

**ARTICLE 6**  
**TERM, TERMINATION AND AMENDMENT**

**Term; Method of Termination.** This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners of seventy percent (70%) of the total number of Lots together with the consent of Declarant within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. This Declaration may be terminated at any time by the then Owners of seventy percent (70%) of the total number of Lots together with the written consent of Declarant. If the necessary votes and consents are obtained, Declarant shall cause to be recorded a certificate of termination, duly signed by Declarant and the approving Owners, with their signatures acknowledged. Thereupon these covenants shall have no further force and effect. For all purposes of this Declaration, each Lot shall have one (1) vote.

**Amendments.** This Declaration may be amended by recording an amendment consented to by the then Owners of seventy percent (70%) of the total number of Lots (with all Lots in the same project counting as a single Lot) together with the written consent of Declarant. Such amendment shall be duly signed by Declarant and the approving Owners, with their signatures acknowledged, and shall be recorded in records of the Salt Lake County Recorder. No amendment shall be binding upon the holder of any mortgage or trust deed on any portion of the Property unless the mortgage or trust deed holder consents to the amendment in writing.

**Unilateral Amendments.** Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; or (c) if such amendment is deemed reasonably necessary by Declarant and does not have a material adverse impact on any Lot.

**ARTICLE 7**  
**GENERAL PROVISIONS**

**Severability.** Any determination by any arbitrator or court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

**Change of Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

**References to this Declaration in Deeds.** Deeds to and instruments affecting any Lot or any other part of the Property may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his, her or its heirs, executors, administrators, successors and assigns.

**Captions.** All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the meaning or intent thereof.

**Successors and Assigns of Declarant.** Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder by written instrument.

**Remedies.** Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances. The remedies available under this Declaration are cumulative, and not exclusive. The failure of any party to take any enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future, or as to any similar violation.

**Interpretation.** Except for judicial construction, Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by an arbitrator or court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and provisions hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first set forth above.

DECLARANT:

Steijum Consulting LLC,  
a Utah corporation

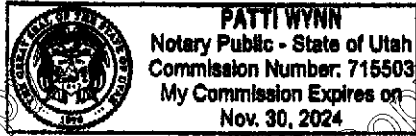
By   
Name: MATT HARRISON  
Its: MANAGER

STATE OF UTAH

COUNTY OF Washington

) ss.

The foregoing instrument was acknowledged before me this 11 day of May, 2020 by Matt Harrison the Manager of Steijum Consulting LLC, a Utah Limited Liability corporation, on behalf of such entity.



Notary Public



My Commission Expires: Nov 30, 2024



**EXHIBIT A**

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy



1453 S Dixie Drive, Suite 150  
St. George, UT 84770  
435-986-0100

**MONTE VISTA ESTATES**

**BOUNDARY LEGAL DESCRIPTION**

BEGINNING AT A POINT BEING S 0°48'35" W 2654.42 FEET ALONG THE EAST LINE OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°57'32" W 666.77 FEET ALONG THE CENTER SECTION LINE OF SAID SECTION 3, FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE S 0°41'12" W 407.59 FEET; THENCE N 88°57'49" W 663.26 FEET, TO A POINT ON THE CENTERLINE OF 3120 EAST STREET; THENCE N 0°44'30" E 407.64 FEET ALONG SAID LINE, TO A POINT ON CENTER SECTION LINE OF SAID SECTION 3; THENCE S 88°57'32" E 662.87 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 270,271 SQ FT OR 6.21 ACRES MORE OR LESS

TWS  
19246