

25
2882

00646901

B: 1273 P: 598 Fee \$346.00
Debbie B. Johnson, Iron County Recorder Page 1 of 25
08/22/2013 08:36:36 AM By SO UTAH TITLE CO/CEDAR CITY



WEST VIEW ESTATES

Amended and Restated Declaration of Restrictions

STATE OF UTAH
COUNTY OF IRON

(AMENDED AND RESTATED)
WEST VIEW ESTATES
DECLARATION OF COVENANTS
AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is made this the 27th day of ^{Aug} July, 2013, by Northridge at Cross Hollow Development, Inc., a Utah Corporation, or its Assigns/Successors, hereafter referred to as "Developer" and/or "Declarant".

WITNESSETH

WHEREAS, Declarant was the fee simple owner of certain real property located in Iron County, Utah, and created thereon an exclusive residential community named "West View Estates" which has been developed as single family residences located on various size lots; and

WHEREAS the Declaration of Covenants and Restrictions affecting the Real Property known as WEST VIEW ESTATES, (the "Declaration") currently in effect was executed and thereafter recorded in the Office of the County Recorder of Iron County, Utah, on March 3, 2004 in Book 921 Page(s) 471 through 497, Entry No. 479926. The Declaration describes certain real property identified as all lots within WEST VIEW ESTATES SUBDIVISION, PHASE 1, which was subsequently amended to include three additional phases, and supplemental real property was added to the Declaration and recorded with the office of the Iron County Recorder on February 22, 2005, in Book 963, Page(s) 130 through 132, Entry No. 498827, (Phase II), August 3, 2005, in Book 985, Page 557-559, Entry 508660, (Phase III), and August 16, 2006, in Book 1048, Page 1233-1235, Entry 535921, (Phase IV).

WHEREAS, Article X, Subsection 2, of the Declaration provides, among other things, that the Declarant has the right to modify, amend, repeal, or change any of the terms of the Declaration prior to the actual organization of incorporation of the Association.

00646901



WHEREAS, at the time of the execution of this Amendment to restate the Declaration of Restrictions, developer has not organized the homeowner's association at the time this Amendment is filed, and pursuant to Article X, Section 2, Declarant retained the right to modify, amend, or change the terms of the Declaration.

WHEREAS, based upon the foregoing, Declarant desires hereby to officially amend and restate the Declaration in its entirety, and to subject all lots described herein, as well as any development thereon, 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; and

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.

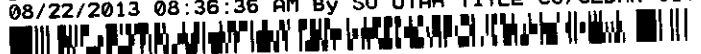
NOW THEREFORE, Declarant hereby declares and decrees as follows:

SECTION I

CREATION OF COVENANT

The property herein described shall be hereafter held, sold, conveyed, leased, encumbered, improved and occupied subject to the easements restrictions, amended and restated covenants and conditions hereinafter set forth, which shall be covenants running with the land in perpetuity and which shall be binding between Declarant and the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors and assigns of each. The acceptance and recordation of any past or future deed or conveyance by any grantee to the property herein described shall constitute their covenant and agreement to abide by and be bound by this Amended and Restated Declaration of Restrictive Covenants and

00646901



Conditions, to accept and hold the property subject thereto, to be binding upon their heirs, executors, administrators, successors and assigns in perpetuity.

SECTION II

PURPOSES AND DEFINITIONS

1. **Purposes.** This Declaration and Restatement of Amended 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 purpose 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 has purchased or will purchase any lot within the Subdivision, 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 West View Estates Homeowners Association, a Utah non-profit corporation, organized to be the association referred to herein. Association shall also mean Declarant, in regard to its actions taken prior to the formation of the non-profit corporation, as set forth in Section VI, below.

"Architectural Control Committee" shall mean the committee created pursuant to Section V hereof.

"Lots" shall mean any of the designated lots within the Subdivision, identified in Exhibit

A.

00646901

B: 1273 P: 601 Fee \$346.00
Debbie B. Johnson, Iron County Recorder Page 4 of 25
08/22/2013 08:36:36 AM By SO UTAH TITLE CO/CEDAR CITY



"Owner" shall mean any person or entity, or combination thereof, including Declarant, at any time owning 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 and Exhibit A, and which is encumbered by this Declaration.

"Subdivision" shall mean the property as divided into separate building lots described in Exhibit A.

SECTION III

USE AND OCCUPANCY

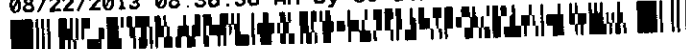
1. The Lots into which the Property shall be divided shall be used only for single family residential dwellings and appurtenant uses thereof. There shall be no multiple unit dwellings of any kind, including but not limited to basement apartments, duplexes or apartment buildings. No condominiums of any kind are allowed. No time-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 Activity shall be conducted upon the Property, nor any improvements constructed thereon, which are or may become unsafe or hazardous to any person or party.

4. 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. No grantee or grantees, under any conveyance, nor purchasers, shall at any time

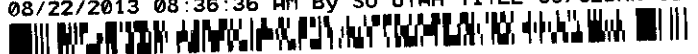
00646901



conduct or 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 the premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence. This Declaration shall not be construed to restrict an in-home business that solely uses the telephone or internet and does not incur pedestrian or vehicular traffic to service the business. No shipment of product by vehicular transportation or directly from the Owner's home by postal service, the storage of equipment, storage of inventory, or any other venture conducted in support of or in association with a venture conducted either for profit or charity shall be permitted. Developer or its assigns shall be permitted to maintain sales offices in the Subdivision until such time as all lots are sold.

5. No automobiles, trucks, tractor-trailers, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on streets within the Subdivision, overnight or otherwise. No automobiles, trailers, recreational vehicles, boats or other vehicles may be parked, kept or stored on the Lots unless they are in running condition, properly licensed, pass Utah safety inspection standards, and are being regularly used. In the event an inoperable motor vehicle remains upon any lot or road area for a period exceeding thirty (30) days, the Association may, pursuant to the recommendation of the Board of Directors or Architectural Control Committee, assess a fine against the Lot Owner or remove any inoperable motor vehicle after ten (10) days' written notice. The cost of such removal shall be paid by the lot owner, and if not paid shall attach as a valid lien in favor of the Association upon the recording of proper notice.

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 five (5) square feet advertising the property for sale. Anything contained herein notwithstanding, Declarant may, during the course of development of the Property and sale of Lots, place attractive signs of not more than 8'x 8' or 64



square feet in size on each Lot advertising the Lot during the construction and sales period, and one sign at the entrance of the Subdivision advertising the Lots and Subdivision, which will not exceed 8'x 8'. Any other sign for any other purpose must be approved by the Architectural Control Committee prior to its erection.

7. No animals, livestock or poultry of any kind, including but not limited to horses, llamas, cows, pigs, goats, chickens, ducks, or ostriches, shall be raised, bred or kept on the Property, or any Lot, excepting only domestic cats and dogs. No more than two dogs or two cats are to be housed or maintained on any Lot, and the Owner shall not house or maintain more than two dogs or two cats per residence constructed, even if constructed on multiple Lots. No household pets may be kept for commercial purposes and all household pets are restricted to the Owner's premises or under the Owner's control by leash or otherwise. The Lot Owners are responsible for any damage caused by their dogs or cats to the animals on neighboring farms or other lot owners. Also, according to Iron County ordinances (Iron County Ordinance No. 131), if animals are found on adjacent farm property without the owner present, and the SUU Farm personnel feel their livestock may be threatened, they have the right to destroy said animal and hold the owner responsible for damages and loss to said farm. Animals shall be kept and restrained on the Lot Owners property and shall not be permitted to roam freely without the Lot Owner being with and accompanying the pet.

8. No Lot shall be used or maintained as a dumping ground for rubbish, excess building materials and concrete, yard waste, rocks, boulders, dead trees and limbs, etc. Any breach of this agreement will result in the Lot Owner being charged with the cost of cleanup of such materials.

9. 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 sightly and attractive manner.

10. 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 and shall be kept in a clean and sanitary condition. No unsightly material or other objects are to be stored on any Lot in view of the general public. Any building materials or construction materials shall be neatly stacked and kept upon the Lot and shall not remain thereon for more than thirty (30) days following the completion of construction.

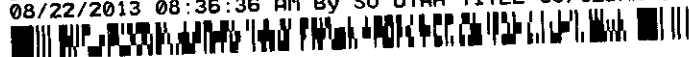
11. No open fires shall be allowed without a fire permit. Accumulations of dry underbrush, dead trees or any other combustible materials will not be allowed.

12. No activity shall be carried on within the Subdivision, nor any improvements constructed thereon, which is or may become unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm shall be discharged within the Subdivision and no outdoor fires shall be lighted except in a contained barbeque unit while attended and used for cooking purposes, or self-contained outdoor fireplaces.

13. All land use and all buildings constructed shall fully comply with all zoning and land-use ordinances and regulations applicable to the property, which include the land-use and zoning ordinances of the State of Utah and Iron County. 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.

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

15. Easements for installation and maintenance of utilities and drainage are reserved, as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may impede ingress and egress. The 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. Any fences constructed over any easement are subject to removal by a utility company or the Association if necessary to serve the general purposes of the subdivision.

16. The purchaser of each Lot acknowledges that the Subdivision is adjacent to an Agricultural Protection Area which protects normal farming and ranching activities. Furthermore the lot owners understand that the adjacent Southern Utah University farm is in an Agricultural Protection Area (Utah Code Title 17, Chapter 41). This means that they are protected by Utah law to carry out normal farming and ranching activities as they see fit.

17. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

18. Small hobby type gardens will be permitted; however, it is the duty of each Lot Owner to preserve as many trees and as much natural landscaping as possible. No independently constructed greenhouses shall be constructed without prior Association approval, as set forth herein.

SECTION IV

BUILDING RESTRICTIONS

1. **Architectural Control.** No building, residence, outbuilding, fence, or wall shall be erected, altered, placed, or permitted to remain on any lot without prior written approval of plans and specifications therefor by the Architectural Control Committee, which is described fully in Section V, below. Said plans and specification shall show the location of the structure on the lot, materials to be used, external design, and location with respect to the topography and finish grade



elevation. No fence, wall, swimming pool, or other construction shall be erected, placed, or altered on any lot without approval of the Architectural Control Committee.

2. **Dwelling Size.** No more than one detached single family dwelling, not to exceed two stories above the ground and not more than a total of 19 feet above ground level, excluding roof, will be allowed on any lot. No single family unit shall be less than 1,100 square feet in size on the main level, exclusive of garages, in Phase I, and no less than 1,200 square feet in size on the main level for Phases II, III, and IV, exclusive of garages. Two-story or split level styled homes may have a minimum of 750 square feet on the main level, provided that there is at least 1,400 square feet of living space above ground level. Basement living space will not be considered part of the total living space. Roof gables will have a minimum of 5' x 12' pitch. No flat roofs will be accepted. All dwellings shall have a private garage sufficient to park at least two (2) cars, but not more than four (4) cars. All garages shall be fitted with a door, which shall be closed except for normal use.

3. **Outbuildings.** No metal storage containers or other prefabricated metal structures shall be permitted unless approved by the Architectural Control Committee. A garage or greenhouse shall be permitted on any lot. All outbuilding must be approved by the Architectural Control Committee, and must not detract from the architectural theme of the house. No outbuilding, including detached garage, shall be large enough to overshadow the main dwelling in size and must conform to the general architectural theme of the primary residence. Other outbuildings and storage sheds shall be permitted with express permission and approval of the Architectural Control Committee. No more than two garage doors shall be installed in any outbuilding and all outbuildings must be approved by the Architectural Control Committee.

4. **Building Location.** No building shall be located on any lot nearer to the front lot line than 30 feet therefrom; or nearer than 30 feet to the rear lot line; nor nearer than 30 feet to a side



lot line in Phase I, and 25 feet to a side lot line in Phases II and III, and 20 feet to a side lot line in Phase IV; all distances measured from the lot line to the foundation of the building. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building for the purpose of determining such distances. All other setbacks and other location requirements shall at all times be in accordance with the ordinances of Iron.

5. **Temporary Structures.** 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 a temporary construction trailer or portable building on the Property, however, said construction trailer or portable building cannot be used as a residence by any person during or after construction.

6. **Home Completion.** All buildings and structures approved for construction by the Architectural Control Committee shall be completed no later than one (1) year subsequent to the commencement of said construction. In the event a building or structure fails to be completed consistent with this section, the Association may, at the recommendation of the Architectural Control Committee, after sixty (60) days written notice to the owners, enter onto the property where buildings and structures are in violation and proceed to complete all reasonable and necessary improvements, the cost of which shall attach as a valid lien against said property in favor of the Association, and shall be paid upon demand by the Owner.

7. **Landscaping.** All front yards, extending from front property line to the rear outside wall of the home, including side yards, must be totally landscaped within 12 months after the completion of any dwelling on said Lot. Although landscaping may be natural or that requires minimal usage of water is acceptable, all Lots must be landscaped. All front yards, including the sidewalk, shall be maintained and be kept free of weeds and debris. No outbuildings shall be

permitted in the front or side yards and shall only be constructed in the rear yard as approved by the Architectural Control Committee.

8. Walls, Fences, and Hedges. All fences and walls shall be constructed of new material which enhances the appearance of the landscape. The use of other types of fencing and walls, such as pipe, cement, or cinder block used for decorative fencing, backyards, or corrals is subject to final approval. All walls and fences shall be kept in good repair, and no fence, wall, or hedge shall exceed an overall height, as measured from the top of the footing to the top of the fence, wall, or hedge, in excess of six (6) feet. No walls, fences, or hedges may exceed an overall height of four (4) feet in front yard setback areas. All fences or walls on lots with drainage or water flow must not hinder or alter that natural flow or drainage. Any walls, fences and hedges constructed in a utility easement may be subject to removal at the expense of Property owner.

9. Sight Distance at Intersections and Corners. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation of two (2) feet above the roadways shall be placed or permitted to remain on any lot at street corners or curves within the triangular area formed by the front and side lines of such lot. Sight line limitations shall apply on any lot within forty (40) feet from the intersections of a street property line with the edge of a driveway or alley.

10. Soil Condition. Soil conditions may exist that require special compaction techniques. Copy of existing soil report is available from the Declarant upon request.

11. Pre-Fabricated Buildings. Except as specifically provided hereafter, no pre-fabricated, pre-built, manufactured or modular dwellings or out buildings may be moved onto or constructed on the Property. All dwellings or outbuildings shall be of stick-built, on-site construction of good quality workmanship and materials. For purpose of this section, mobile or manufactured home is defined as residential dwelling unit designed for transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to

be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks, or other temporary or permanent foundations, connections to utilities, and the like. Notwithstanding the foregoing, a non-metal prefabricated outbuilding which is no larger than 100 sq. ft. may be erected in the rear yard if approved by the Architectural Control Committee.

12. **Household Appurtenances.** Hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on the front and all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

13. **Storm Water.** 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.

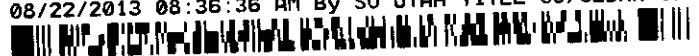
14. **Electrical Wiring.** All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be in underground or in a conduit attached to a building.

15. **Roofs.** Roof pitches shall be a minimum of 5-12, unless otherwise approved by the Architectural Control Committee. All roofing material shall be approved by the Architectural Control Committee.

16. **Driveways.** All driveways and parking bays installed in front of the residence, shall be constructed of concrete aggregate, or asphalt, unless written approval for the use of some other material is given by the Architectural Control Committee.

00646901

B: 1273 P: 610 Fee \$346.00
Debbie B. Johnson, Iron County Recorder Page 13 of 25
08/22/2013 08:36:36 AM By SO UTAH TITLE CO/CEDAR CITY



SECTION V

ARCHITECTURAL CONTROL COMMITTEE

1. The Declarant shall establish an Architectural Control Committee for the purpose of approving the building and site plans for all construction within the Subdivision. No dwelling, outbuilding or any other structure shall be constructed without the approval of the Architectural Control Committee. The Architectural Control Committee shall consist of three (3) members, one of which shall be a person selected by the Declarant, with all members to be chosen for varying terms so as to achieve staggered terms and continuity of membership of such committee. When seventy-five percent (75%) of the Lots in the Subdivision have been sold by Declarant, Declarant shall no longer retain the right to select a member of the Architectural Control Committee. Thereafter, all plans and specifications shall be approved by an Architectural Control Committee, which committee shall be approved by a majority of Owners of Lots in the Subdivision herein described, and only Owners of said Lots shall be privileged to vote for said Architectural Control Committee. The Declarant shall only have the right to appoint one member of the Architectural Control Committee until such time as seventy-five percent (75%) of the Lots in the Subdivision have been sold by the Declarant, with the remaining selection to be made by a majority of the Lot Owners. The procedures, time lines and processes for the Architectural Control Committee to review an owner's plans shall be as follows:

A. Prior to the commencement of any excavations, construction, remodeling, or adding to any structure, theretofore completed, there shall first be filed with the Architectural Control Committee three (3) complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements with cover, and said work shall not commence unless the

00646901



Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the Committee.

B. No property owner shall apply for a building permit from Iron County until having first obtained written approval from the Architectural Control Committee.

C. 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, keeping in mind the property owner must be allowed the right to the quiet enjoyment of his lot. In the event the Architectural Control Committee fails to approve or disapprove such design and location plan within fifteen (15) days after such plans and specifications have been submitted to it, approval with not be required and full compliance with this section of the Declaration will be deemed to have occurred:

D. 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 of the terms of this Declaration shall rest with the

00646901



Owner. Each Owner 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 Lot or buildings to be constructed on his or her Lot.

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

F. The approval of building plans and specifications shall not be unreasonably withheld by the Committee. The Committee shall, however, have the sole and absolute discretion to evaluate plans and specifications for the purpose of assuring that the proposed building and fences are consistent with the contemplated by these Restrictive Covenants, that the plans and specifications are in all particulars consistent with 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 Subdivision to be sure that all laws and ordinances are complied with in connection with their construction.

G. By way of example and not by way of limitation, the following matters, among others, must be approved by the Architectural Control Committee before such uses will be permitted in the subdivision: use of antennae, which have the capability of interfering with radio and television signals received by others; use of solar devices; use of exterior lighting which may be offensive to neighbors; use of any structure which would tend to



block the view of others in the normal use of their property; and permissible paint colors to be used on structures in the subdivision.

2. No variance shall be authorized except in writing by the ACC. Oral variances are not accepted nor approved.

SECTION VI

WEST VIEW ESTATES HOMEOWNERS ASSOCIATION

1. **Establishment.** Each owner of a lot in the subdivision shall become a member of the West View Estates Homeowners Association, Inc., a non-profit corporation, which membership shall become automatic upon purchase of the same. The Articles of Incorporation of such corporation shall specify, among the purposes and duties of such corporation, 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 West View Estates Subdivision and every part thereof in a clean and sanitary condition, including the removal of weeds 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. The Purchaser or Owner of a Lot in said Subdivision agrees to pay to such corporation, when formed, dues or assessments for such purposes, the amounts of which may be fixed by its By-Laws or by lawful act of its board of directors. The Homeowners Association may also assess and levy fines for purposes of enforcing all restrictions, covenants and conditions, upon notification to any Lot Owner of the existing offense and the Lot Owners failure to cure said offense within 60 days of the dated notification, unless extended by the Association. Any assessment or fine levied against a lot is a debt of the Owner at the time of the assessment, and becomes a lien upon the lot which may be filed and recorded by the Association and is subject to collection as such, including foreclosure.

00646901



A. The non-profit corporation shall be known as The West View Estates Homeowners 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 and maintain the Architectural Control Committee, as such times and conditions as set forth in Section V.

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 West View Estates Subdivision 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 provision that if any member of such corporation shall be the purchaser or owner of more than one lot in the Subdivision, the Owner shall be entitled to as many votes as the number of lots purchased or owned by him. Northridge at Cross Hollow Development, Inc., as the developer, shall be entitled to, 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. By acceptance of the deed or other instrument of conveyance for his or her lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to be bound by the Articles of Incorporation and By-Laws of the Association, now or hereafter formed, and to pay the Association annual assessments, special assessments and fines 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. The Association is entitled to recover all expenses incurred by the Association in collecting any unpaid assessment, including reasonable attorneys' fees, whether an action is brought against an Owner pursuant to a

00646901

civil judgment or whether a suit to foreclose the lien upon the Lot is instituted upon the filing of a lien by the Association. If any Lot Owner fails or refuses to pay an assessment, special assessment of lien, that outstanding amount due shall constitute a lien on the interest of the Lot Owner in the lot, and upon the recording of a notice of lien by an officer of the Association or by a manager employed and acting on behalf of the Association, it is a lien by Lot Owner's interest in the property.

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

3. **Membership.** Each person who purchases a lot within any unit of West View Estates Subdivision shall be entitled and required, and shall automatically become, a member of the Association.

4. **Association's Enforcement Authority.** In addition to the enforcement rights set forth in Section VI, below, the Association 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 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 all of its costs, expenses and a reasonable attorney's fee.

6. **Community Open-Space and Amenities.**

A. It is anticipated that West View Subdivision may contain an open-space tract for a park. Such open-space 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 operation of law, and shall thereafter be developed, paid for, and maintained by the Association, as provided in this Declaration.



B. All open-space located in the Subdivision 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 West View Estates Subdivision. All such costs, including, but not limited to maintenance expenses, insurance, and real property taxes, shall be borne by the Association created hereunder.

7. **Northridge at Cross Hollow Development, Inc., Right to Control Association.**

Until such time as seventy-five percent of the West View Estates Subdivision is sold, Northridge at Cross Hollow Development, Inc. shall be entitled to appoint one person to serve on the Board of the Homeowners Association set forth herein with the remaining members to be appointed by general election of the membership of the Association, and shall serve exclusively until such time as the Association is duly organized, properly incorporated and the officers and trustees thereof have been elected. Northridge at Cross Hollow Development, Inc., shall have the right to assign or retain its duties as the Association during any period of time it is vested with that authority. Upon the formation of the Homeowners Association, by incorporation, Northridge at Cross Hollow Development, Inc. shall have no further involvement nor responsibility in connection with the Association or its responsibilities and duties as herein set forth, except the right to retain one person on both the Homeowner's Association and Architectural Control Committee and except thereafter as a property Owner with all rights arising from the same, including the right to vote as herein defined.

00646901

B: 1273 P: 617 Fee \$346.00
Debbie B. Johnson, Iron County Recorder Page 20 of 25
08/22/2013 08:36:36 AM By SO UTAH TITLE CO/CEDAR CITY



SECTION VI
ENFORCEMENT

1. The covenants conditions and 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 who may hereafter own, property in the West View Estates Subdivision and such persons are specifically given the right to enforce these restrictions through any proceeding, 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 other all costs, reasonable attorney's fees and expenses incurred in the enforcement action.

3. The West View Estates Homeowners Association is hereby given a right of enforcement for any violations of these 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 of the restrictions, covenants and conditions contained in this document and the maintenance, preservation and improvement of the Property. In the event that any Owner fails to comply with any of the restrictions set forth in herein or the rules and regulations subsequently promulgated by the Association, the Association, or the authorized agents shall have the right, but not by obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default, or to initiate legal action to enforce the same. All expense and cost incurred by the Developer or its successors and assigns, or their authorized agents in curing such default shall be



charged to the defaulting Owner, including all attorney fees and legal costs. The Developer or its successors and assigns and their authorized agents shall not be liable for any damage which may result from such entry unless such damage results from the willful misconduct of the Association Members. In no event shall the Association officers or agents, be liable for damages alleged to have occurred as a result of curing the Owners default.

SECTION VII

MISCELLANEOUS COVENANTS

1. **Amendment**. The restrictions, covenants and conditions set forth herein may be amended by a majority vote of three-fourths of the Lot Owners. The amendment shall not be enforceable nor effective until an 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, Northridge at Cross Hollow Development, Inc. shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and 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 Northridge at Cross Hollow Development, Inc. directly. Northridge at Cross Hollow Development, Inc. 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.



4. **Mailing Addresses.** Each Owner shall register with the Association his 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 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 judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8. **Failure to 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 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.

[Signature and Notary on Following Page]

00646901

B: 1273 P: 620 Fee \$346.00
Debbie B. Johnson, Iron County Recorder Page 23 of 25
08/22/2013 08:36:36 AM By SO UTAH TITLE CO/CEDAR CITY



DATED this 17th day of August, 2013.

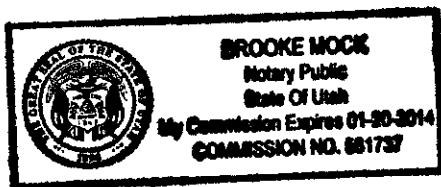
NORTHRIDGE AT CROSS HOLLOW
DEVELOPMENT, INC.

By: *Kenneth E. Shakespear*
KENNETH E. SHAKESPEAR, President

By: *Mitch Oliveira*
MITCH OLIVEIRA, Secretary

STATE OF UTAH)
 :SS.
County of Iron)

On the 17th day of August, 2013, personally appeared before me
KENNETH E. SHAKESPEAR and MITCH OLIVEIRA, who being first duly sworn did say that
he, KENNETH E. SHAKESPEAR, is the President and that he, MITCH OLIVEIRA, is the
Secretary of Northridge at Cross Hollow Development, Inc., a Utah Corporation, and that the
foregoing instrument was signed in behalf of said corporation by authority of a resolution of its
Board of Directors, and that the said KENNETH E. SHAKESPEAR and MITCH OLIVEIRA
acknowledged to me that said corporation executed the same.



Brooke Mock
Notary Public

00646901

B: 1273 P: 621 Fee \$346.00
Debbie B. Johnson, Iron County Recorder Page 24 of 25
08/22/2013 08:36:36 AM By SO UTAH TITLE CO/CEDAR CITY



Exhibit "A"

Amended and Restated Declaration of Restrictions for Westview Estates

D-1197-A-1 to
D-1197-A-10

All of West View Estates Subdivision, Phase 1, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

D-1197-C-1 to
D-1197-C-8
D-1197-D-1 to
D-1197-D-14

Excepting therefrom all of Lot 1, Block B, of said West View Estates Subdivision Phase I, as originally filed in the Office of the Iron County Recorder.

D-1197-B-2 to
D-1197-B-4

D-1197-E-1 to

All of West View Estates Subdivision, Phase II, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

D-1197-E-6
D-1207-A-1 to D-1207-A-6
D-1207-B-1 to D-1207-B-18
D-1207-C-1 to D-1207-C-11

All of West View Estates Subdivision, Phase III, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

D-1209-F-1 to D-1209-F-18 D-1209-D-1 to D-1209-D-14
D-1209-G-1 to D-1209-G-5 D-1209-E-1 to D-1209-E-20
D-1209-A-1 to D-1209-A-11
D-1209-B-1 to D-1209-B-22
D-1209-C-1 to D-1209-C-22

All of West View Estates Subdivision, Phase IV, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

D-1213-A-1 to D-1213-A-9 D-1213-C-1 to D-1213-C-12 D-1213-E-1 to D-1213-E-16
D-1213-B-1 to D-1213-B-6 D-1213-D-1 to D-1213-D-3 D-1213-F-1 to D-1213-F-23

Excepting therefrom all of Lots 4, 5 and 6, Block D, of said West View Estates, Phase IV, as originally filed in the Office of the Iron County Recorder.

D-1213-G-2 to D-1213-G-9
D-1213-H-1 to D-1213-H-14

Excepting therefrom all of Lot 1, Block G, of said West View Estates, Phase IV, as filed in the Office of the Iron County Recorder.

All of Lots 1A through 1E, inclusive, of the Resubdivision of Lot 1, Block B, West View Estates Subdivision, Phase I, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

D-1197-B-1A to
D-1197-B-1E

All of Lots 4A through 7A, inclusive, of the Resubdivision of Lots 4, 5 and 6, Block D, West View Estates Subdivision, Phase IV, according to the Official Plat thereof, as filed in the Office of the Iron County Recorder.

D-1213-D-4A to
D-1213-D-7A

00646901

