

WHEN RECORDED RETURN TO:

Scott F. Brown
HC 70 Box A18
Torrey, UT 84775

Ent 149806 Bk 220 Pg 394
Date: 12-AUG-2011 4:43:57PM
Fee: \$78.00 Check
Filed By: CB
COLLEEN BRINKERHOFF, Recorder
WAYNE COUNTY
For: MARCI MILLIGAN

Eagle View Ranch Estates Neighborhood Association Restrictive Covenants

The intention of the Eagle View Ranch Estates Neighborhood Association is to promote community and participative stewardship which insures preservation of place while enabling the creation of an eco-friendly living environment that is congruent in the conservation, development and uses amongst the small number of lots within the subdivision.

WHEREAS, the undersigned are the recorded owners of lots within the Eagle View Ranch Estates Subdivision located in the Wayne County, Utah according the official plat thereof on file in the office of the Clerk and Recorder of said county, hereinafter called "Lots" or "Subdivision";

WHEREAS, Declarant, as the collective owners of the lots, desires to subject the Subdivision to the Protective and Restrictive Covenants, Conditions, Restrictions, and Reservations set forth below and referred to as "Covenants";

NOW THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the lots, the following Protective and Restrictive Covenants which shall run with the land and shall be binding upon and for the benefit of all persons claiming such property: their grantors, legal representatives, heirs, successors and assigns; and shall be for the purpose of maintaining a uniform and stable value, use and development of the premises to maintain the ecology as far as possible and all improvements placed or erected thereon, unless otherwise specifically excepted as herein mentioned, and said covenants shall enure to and pass with each and every parcel, tract, lot or division. Said covenants are as follows:

- 1. Homeowners Association ("HOA"):** The Eagle View Ranch Estates Neighborhood Association, a non-profit corporation, organized and existing under the laws of the State of Utah, is designated as the HOA for the purpose of providing a form of governance to implement and enforce the covenants contained herein and to collect and distribute all dues and assessments from the undersigned necessary to accomplish the purposes set forth in these covenants. Property owners within the subdivision will exercise their rights and obligations under these covenants as members of the HOA within the framework of the HOA organization.
- 2. Joint Ownership of Subdivision Infrastructure:** Ownership of all roads, easements, utilities, including water wells servicing the private district, shall be held jointly; except as the road may be conveyed under the County's subdivision

approval guidelines. In order to connect to the common water system within the Subdivision, each lot owner is responsible to apply for and receive his or her own water right to be assigned to existing wells. No lot owner will object to another lot owner's water right application. Costs for the maintenance, repair, replacement or upgrade of commonly owned infrastructure will be calculated annually by the HOA Executive Committee, included in the annual budget, provided to each lot owner by December 1 of each year and voted upon by the HOA during its annual meeting in January. After the budget, including the amount of annual dues and assessments, is adopted by vote of the HOA at the January Meeting, dues and assessments will become due and payable to the HOA within thirty (30) days. A \$300.00 per lot owner fee will be initially assessed as of the approval of this document to establish the reserve account; the regular assessment schedule will follow thereafter at \$100.00 per year or as established otherwise in the approved annual budget. It is understood that the main road could be re-dedicated to Wayne County enabling improved maintenance and year round access at a later date as needed.

- 3. Re-Conveyance of Lots:** Lots may be sold or re-conveyed to family members or other parties, however lot size must stay as originally surveyed by Eagle Ranch Developers unless written consent is granted from each respective lot owner of Eagle View Ranches.

- 4. Construction of Buildings:** Property shall be improved only by the erection of private residences. In addition of this, there may be erected on each lot a guest house and one shop or shed or two outbuildings.
 - a. Preferred method of construction will take viewing sheds, limited site interference, green building principles, use of natural resources and reclamation into consideration no matter the character or architectural style. Mobile and pre-manufactured homes are not allowed. The dwelling and residences shall be occupied by a family, their household guests or caretakers and employees.
 - b. No primary dwelling shall have more than 2,400 square feet (exclusive of a basement) and no less than 800 square feet of floor area, not to include porches or decks. No guest house shall have more than 800 sq feet; nor shall it have a garage or carport. No shop or shed or outbuildings as otherwise defined shall have more than 800 sq feet of floor area.
 - c. Primary dwellings, shop or shed or outbuildings as otherwise defined shall be no closer than 30 feet from the combined road and related utility easements. In addition, it shall be no closer than 50 feet from the adjacent property line(s).
 - d. The architectural style of all buildings and landscape shall be in earth tones related directly to the site. Local and natural materials usage such as stone, log and framed timber is encouraged. Guest houses and out buildings such as a shop or shed or as otherwise defined herein must be built from similar or same materials as the main residence. Galvanized roofs are not permitted except when color impregnated.

- e. No exterior lighting shall be permitted that interferes with adjacent property owners viewing of the night sky. No high intensity distance or pole lighting shall be installed. Entrance lighting of all structures is permissible.
- f. All sewage disposal systems shall conform to local ordinance.
- g. Primary residence address signage along the entrance driveway must be of local stone with sandblasted letters not to exceed (3 feet tall by 3 feet wide or less).

5. Fencing and Corrals: Fencing of post and rail (4 feet tall) around the exterior perimeter of the subdivision may be done as approved by a vote of all the landowners, but is prohibited between lots as not to unduly restrict the natural flow of wildlife that inhabits the area. Owners may bring fencing plans forward for approval to control livestock from surrounding properties. Any and all corrals and gates will be made of the same material and be made to look alike. Page or woven wire may be used to protect small garden plots not to exceed 200 sq feet or confine pets.

6. Land Reclamation and Conservation: The land and its usage shall remain as much as possible in their natural state. Reclaiming of the land shall include slope, surface, and indigenous seeding. Limited site grading is desirable. All construction materials or rock and dirt from any disturbance of the natural landscape which is not repurposed must be hauled away. Landscaping will be restricted to indigenous plants and trees (within a 75 mile radius). There will be no tree cutting or removal of trees except as in keeping with site preparation of permitted buildings, local fire protection requirements and ongoing fire suppression of dead trees within the recommended perimeter.

7. Land Uses: The property shall be used for residential purposes.

- a. No commercial business, music festival, public entertainment, trade or manufacture shall be conducted thereon, and no commercial livestock yard or feed lot, wrecking yard or storage yard, so as not to detract from the surrounding tracts as residential sites. This does not exclude home businesses as allowed by local ordinance.
- b. No water shall be diverted from any streams or ditches without written permission. Water conservation principles shall be utilized to the greatest extent possible for permitted uses in indigenous reclamation plantings, small gardens and exterior container pots only. There shall be no use of pesticides or fertilizers; except as recommended by forestry as safe and for an essential specified purpose.
- c. This shall not preclude the retention or riding of horses merely for personal pleasure. There will however be no grazing or roaming on properties within the subdivision of any livestock. Dogs will not be allowed to run loose outside the boundaries of personal property.
- d. Any and all fire pits will be constructed in accordance with local ordinances to prevent significant risk of forest fires. No fires will be left unattended or

smoldering. Seasonal burning must also be conducted in keeping with local ordinances.

- e. No noxious or offensive activities (such as that which generates loud noises before 8 AM or after 8 PM) shall be carried on upon the property, no dumps or any kind maintained, no trash will be allowed to accumulate, nor shall anything be done thereon which is or may become an annoyance, nuisance, or be offensive to other owners of the property above described or any portion thereof. No junk vehicles of any kind may be allowed to accumulate.
- f. Recreational use of snowmobiles, all terrain vehicles, motorcycles, or like off road vehicles in the subdivision are restricted to going and coming from the lot(s) only on demarcated primary residence driveways and the subdivision's main road; no additional trails or paths for use by motorized vehicles shall be created or utilized. The speed limit will be no more than 10 mph for all vehicles to promote safety and prevent dust disturbances. Other uses are not permitted so as to maintain the ecological integrity of the area.
- g. No camper or camper-trailer, tent, shop, shed, garage or other structure shall be used as a residence except for a period during construction of a primary residence, not to exceed one year. This does not exclude the use of campers, horse trailers and like vehicles for the personal use of and enjoyment of occupants of said properties and their guests. There will be no more than two recreational trailers not exceed 38 feet in length, to include one owner's without time restrictions and one guest's for a period of no more than 15 days out of any 30 day period. There will be no parking of guest trailers unless lot owners are present and not absent for more than 2 days at any time therein. Parking of such vehicles shall be done in an unobtrusive manner where possible to minimize visual impact and infringement upon the rights of neighbors.
- h. Parking on the common road by vehicles and camper or camper-trailers is discouraged due to the potential impact on infrastructure along roadside (20 feet) easements for general and/or County maintenance and system integrity issues. Parking of any and all types of vehicles shall be restricted to the close proximity of dwellings and building sites on graded drives so as to minimize further impact on the natural habitat.

8. Approval and Modifications: The HOA understands that circumstances which necessitate the need for covenant changes therefore variances may be requested in writing with notice going to all other HOA members and posted with 30 days notice prior to a vote. Such variance(s) must pass with 100% consensus. In further keeping with the laws of the State of Utah, the covenants and conditions herein are implemented by the members, are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from date of this instrument, and may be extended for an additional period of then (10) years thereafter, or these covenants may be changed in whole or in part at any time by an instrument in writing, signed and acknowledged so as to entitle the same to be recorded by a two thirds majority of the then owners of said property, which said two thirds (2/3) owns two thirds (2/3) of said property, recorded in the office of the County Clerk and Recorder of Wayne County, Utah.

9. Enforcement: Consecutive options are presented to bring any issues to resolution, they include: (a) direct request between the parties involved, if no resolution is found satisfactory, then (b) direct request may be made to the HOA, if no resolution is found satisfactory, then (c) grievances may be brought to the HOA for mediation by a third party at the expense of the applicant, if no resolution is found satisfactory, then (d) covenants and restrictions may be further enforced by any owner of any of the property(s) hereinbefore described by proceedings at law or equity against any person or persons violating or attempting to violate any covenant or condition either to restrain violation or to recover damages, and, in the event an action is brought to such person then such person shall be entitled, in addition to, reasonable attorney's fees to be set by the court.

10. Legal Action: Invalidation of any of the covenants or agreements herein contained by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

11. Election of Officers to Conduct Essential Business: Election of officers to govern the HOA shall proceed as established in the Articles of Incorporation and Bylaws of the HOA.

IN WITNESS WHEREOF, the undersigned have caused their names to be affixed to the Eagle View Ranch Estates Neighborhood Association Restrictive Covenants on the dates indicated below.

(names appear on separate pages)

Eagle View Ranch Estates, Lot 1

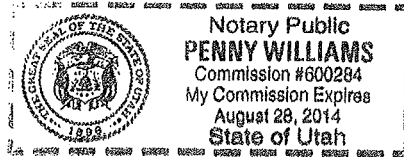
Date: 8 June, 2011.

By: Marie Manning Griffiths, Trustee
Marie M. Griffiths, Manning Trustee

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Marie M. Griffiths whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

[Signature]



Eagle View Ranch Estates, Lot 2

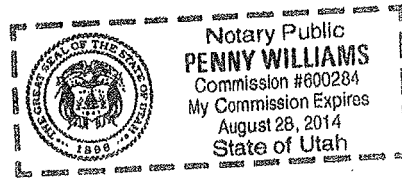
Date: 8 June, 2011.

By: *Marcia Griffiths*
Marcia Griffiths

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of JUNE, 2011, Marcia Griffiths whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

Penny Williams



Eagle View Ranch Estates, Lot 3

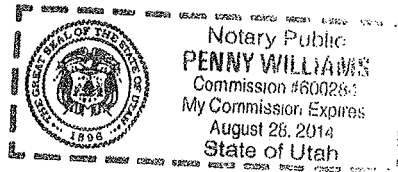
Date: June 8, 2011.

By: Jeanne Aldrich
Jeanne Aldrich

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Jeanne Aldrich whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

Penny Williams



Eagle View Ranch Estates, Lot 4

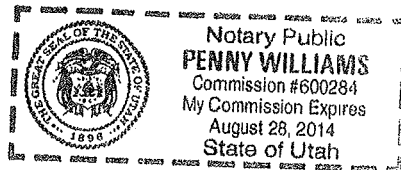
Date: June 8, 2011.

By: Scott F. Brown
Scott F. Brown

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Scott F. Brown whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

Penny Williams



Eagle View Ranch Estates, Lot 5

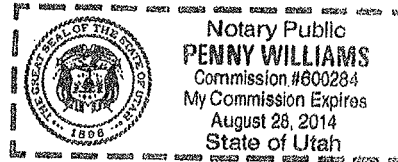
Date: June 8, 2011.

By: Graydon Briggs
Graydon Briggs, Manager
Boulder Mountain Inn, LLC

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Graydon Briggs whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

Penny Williams



Eagle View Ranch Estates, Lot 6

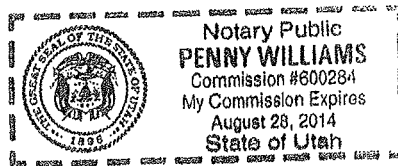
Date: June 8, 2011.

By: Ron Goodin
Ron Goodin

NOTARIAL CERTIFICATE

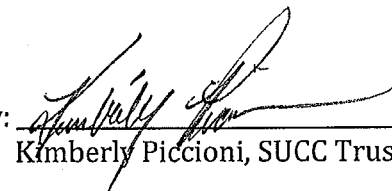
I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Ron Goodin whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

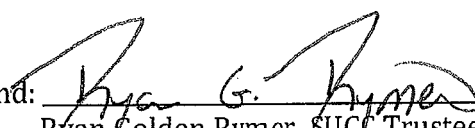
Penny Williams



Eagle View Ranch Estates, Lot 8

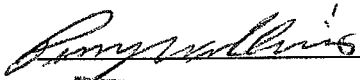
Date: 8 June, 2011.

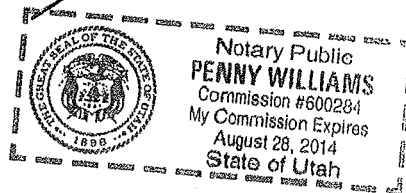
By: 
Kimberly Piccioni, SUCC Trustee

and: 
Ryan Golden Rymer, SUCC Trustee

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of JUNE, 2011, Kimberly Piccioni & Ryan Golden Rymer whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.





Eagle View Ranch Estates, Lot 8A

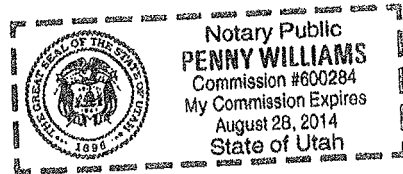
Date: June 8, 2011.

By: Frank S. Cox and: Jodi L. Cox
Frank S. Cox Jodi L. Cox

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Frank S. Cox and Jodi L. Cox whose identities were either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

Penny Williams



Eagle View Ranch Estates, Lot 9

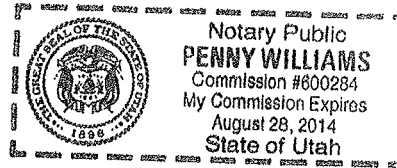
Date: June 8, 2011.

By: Marci L. Milligan, Trustee
Marci L. Milligan, Trustee
Milligan Family Trust

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Marci L. Milligan, Trustee of the Milligan Family Trust whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and indicated that she did so as an official act on behalf of the Milligan Family Trust as its Trustee.

Penny Williams



Eagle View Ranch Estates, Lot 10

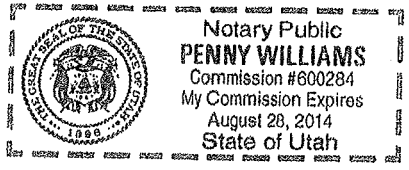
Date: June 8, 2011.

By: Dixie Bramwell Gaisford TEE
Dixie Bramwell Gaisford, Trustee

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Dixie B. Gaisford whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath.

Penny Williams



Eagle View Ranch Estates, Lots 11 & 12

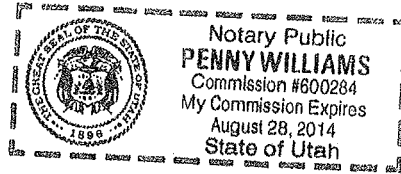
By: Lion Mountain Lands, LLC

Ronald Goodin, Managing Member Date: June 8, 2011.
Ronald Goodin, Managing Member

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Ronald Goodin, Member, Lion Mountain Lands, LLC whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and in so doing indicated to me that he did so in his official capacity as a member of Lion Mountain Lands, LLC and in its behalf.

Penny Williams



Eagle View Ranch Estates, Lots 11 & 12

By: Lion Mountain Lands, LLC

Ronald Goodin, Member
Ronald Goodin, Member

Date: June 8, 2011.

Peter Palmer
Peter Palmer, Member

Date: June 8, 2011.

Valerie Aldrich
Valerie Aldrich, Member

Date: June 8, 2011.

Julia Aldrich
Julia Aldrich, Member

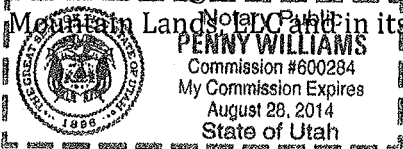
Date: June 8, 2011.

Wayne Aldrich
Wayne Aldrich, Member

Date: June 8, 2011.

NOTARIAL CERTIFICATE

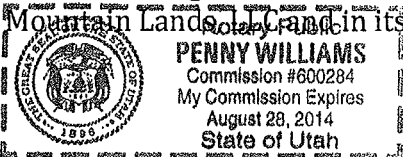
I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Ronald Goodin, Member, Lion Mountain Lands, LLC whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and in so doing indicated to me that he did so in his official capacity as a member of Lion Mountain Lands, LLC and in its behalf.



Penny Williams

NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Julia Aldrich, Member, Lion Mountain Lands, LLC whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and in so doing indicated to me that she did so in his official capacity as a member of Lion Mountain Lands, LLC and in its behalf.

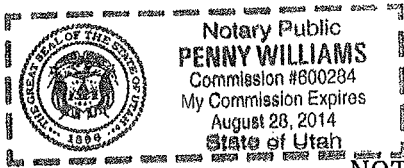


Penny Williams

NOTARIAL CERTIFICATE

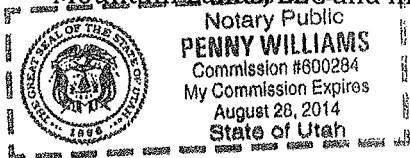
I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Peter Palmer, Member, Lion Mountain Lands, LLC whose identity was either known by or proven to me, appeared before me and signed the

foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and in so doing indicated to me that he did so in his official capacity as a member of Lion Mountain Lands, LLC and in its behalf.



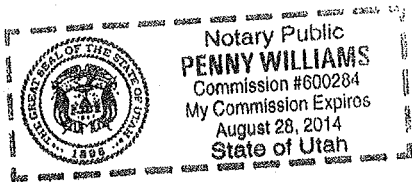
NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Wayne Aldrich, Member, Lion Mountain Lands, LLC whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and in so doing indicated to me that he did so in his official capacity as a member of Lion Mountain Lands, LLC and in its behalf.



NOTARIAL CERTIFICATE

I, Penny Williams, a notary public, attest that on the 8 day of June, 2011, Valerie Aldrich, Member, Lion Mountain Lands, LLC whose identity was either known by or proven to me, appeared before me and signed the foregoing Eagle View Ranch Estates Restrictive Covenants in my presence and under oath and in so doing indicated to me that she did so in his official capacity as a member of Lion Mountain Lands, LLC and in its behalf.



Eagle View Ranches Neighborhood Association
66 Fruita Lane, HC70 Box A18
Torrey, Utah 84775
Phone: 435-425-3308 or 801-509-1289
info@eagleviewranches.com

Resolution 01/2011:

Whereas Eagle View Ranches Neighborhood Association has put in place its Articles of Incorporation, By Laws and CCR's; and

Whereas its members have determined that the placement of the structures was selected previously with the subdivision developer Lion Mountain Lands, LLC and infrastructure has already been put in place enabling such construction of a single family home, retreat building and covered parking area; and

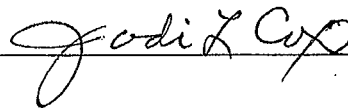
Whereas after having again fully reviewed and approved the site plan and construction plans of Marci L. Milligan (Milligan Family Trust) in regard to Lot 9 with the project architects from Imbue Design; and

Whereas the contiguous property owner to the north Lot 8A have reaffirmed their consent again at this time to the Eagle View Ranches Neighborhood Association members; then

Therefore it has requested legal counsel, Dave Carlson, to prepare a notarized document to be signed by its Secretary/Treasurer for simultaneous filing by Wayne County along with its CCR's.

Dated: June 10, 2011

Witnessed by its Secretary/Treasurer: Jodi L. Cox



A handwritten signature in cursive script, reading "Jodi L. Cox", is written over a horizontal line.

WHEN RECORDED MAIL TO:
Marci L. Milligan
653 E. Springview
Salt Lake City, UT 84106

CERTIFICATE OF ACCEPTANCE OF LEGALLY
NON-CONFORMING STRUCTURES

Know all men by these presents that the Eagle View Ranches Neighborhood Association has reviewed and approved the site plan and construction plans of Marci L. Milligan (Milligan Family Trust) in regard to the following described property:

Lot 9 of Eagle View Ranches Subdivision Phase 1, according to the official plat thereof on file in the office of the Wayne County, Utah Recorder.

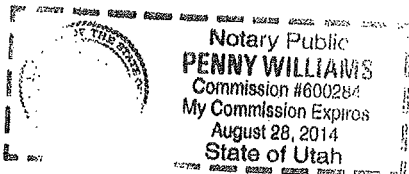
Said Neighborhood Association hereby attests that the site and construction plans conform to the Eagle View Ranch Estates Neighborhood Association Restrictive Covenants with the exception of the pre-approved site locations of all three structures (house, retreat, covered parking) and that, to the extent that any discrepancy is later found to exist, said association hereby accepts the discrepancy as a "legal non-conforming use."

EAGLE VIEW RANCH ESTATES
NEIGHBORHOOD ASSOCIATION

By: Jodi L. Cox
Jodi L. Cox
Secretary/Treasurer

NOTARIAL CERTIFICATE

I, Denny Williams, a notary public, attest that on the 10 day of June, 2011, Jodi L. Cox, whose identity was either known by or proven to me, appeared before me and signed the foregoing document in my presence and under oath and in so doing indicated that he did so as an official act on behalf of the Eagle View Ranch Estates Neighborhood Association intending to bind said association.



[Signature]
Express 8-28-14