

Amended Restrictive Covenants Page 1 of 4
Gary Christensen Washington County Recorder
02/26/2024 03:31:53 PM Fee \$40.00 By SMITH
KNOWLES PC

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR HURRICANE VIEWS SUBDIVISION
&
NOTICE OF ANNEXATION OF PHASE B
In Washington County, Utah**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR HURRICANE VIEWS SUBDIVISION NOTICE OF ANNEXATION OF PHASE B (this "First Amendment") is hereby adopted by Hurricane Views, LLC, a Utah limited liability company and successor in interest to MB- Hurricane Views, LLC ("Declarant") for and on behalf of the Members of the Hurricane Views Homeowner's Association, Inc. ("Association"), and made effective as of the date recorded in the Washington County Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Washington County, Utah and more particularly described in **Exhibit "A"** attached hereto ("Property").

(B) On or about January 12, 2022, the Declaration of Covenants, Conditions & Restrictions for Hurricane Views Subdivision was recorded in the Washington County Recorder's Office, as Entry No. 20220002129.

(C) On or about January 13, 2023 the Hurricane Views Plat "A" was recorded in the Washington County Recorder's Office as Entry No. 20220002454 ("Plat "A").

(D) On or about February 13, 2023 the Amended Declaration of Covenants, Conditions & Restrictions for Hurricane Views was recorded in the Washington County Recorder's Office as Entry No. 20230003833 ("Declaration").

(E) On or about February 13, 2023 the Notice of Reinvestment Fee Covenant was recorded in the Washington County Recorder's Office as Entry No. 20230003836.

(F) On or about June 26, 2023 the Hurricane Views Plat "B" was recorded in the Washington County Recorder's Office as Entry No. 20230018707 ("Plat "B").

(G) The Project remains within the Class B Control Period. Declarant desires to amend the Declaration, as further set forth herein.

(H) The Project remains within the Class B Control Period. Declarant desires, to the extent not previously done, to confirm annexation of Phase B to the community and Declaration.

(I) As authorized by Article 17.7 of the Declaration, during the Class B Control Period, Declarant may amend the Declaration in Declarant's sole discretion.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration, as amended, remains in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. Annexation. Phase B within the Property is hereby annexed and shall hereafter be held, sold, conveyed, encumbered, leased, occupied and improved as part of the real property subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, the full text of which is incorporated herein by reference and made a part hereof, as the same may be supplemented hereby, and the Owners of all Lots therein shall be members of the Association. All general restrictions and requirements of the Declaration shall apply to the Lots, without exception.
5. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, or any prior amendment or supplements, the provisions of this First Amendment shall in all respects govern and control the Property. In the case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

5. Article 4.1(a) is hereby added to the Declaration as follows:
 - (a) Improvements located on a Lot may include approved block walls along the perimeter of a Lot that may border Common Area and/or other Lots within the Subdivision. Such block walls are subject to the rules for Party Walls, as further set forth in Articles 3.5-3.7 of the Declaration. Owners shall be, in conjunction with the adjoining Owner, responsible to maintain, repair, and replace block walls.
6. Articles 13.1(t) and 13.1(u) are hereby added to the Declaration as follows:
 - 13.1(t) Block Walls. Owners of Lots 1-14 within the Subdivision shall within 12 months of purchase of the Lot or within 6 months of adoption of

this First Amendment, whichever is later, construct a block wall along the side and rear perimeter of their Lot. Said block wall (height, design, location, contractor, etc.) must be approved in advance of construction by the ACC. Maintenance, repair, and replacement of the block wall shall be the responsibility of the Owner, or adjoining Owner(s) for those block walls that constitute a Party Wall. In the instance of a shared block wall dividing two Lots, such Owners shall share equally (50/50) in the costs to install, maintain, repair, and replace said block wall. The Association may include additional detail and requirements for block walls in its Design Guidelines.

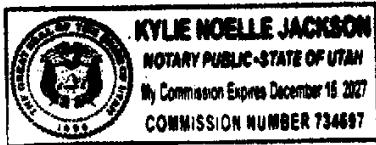
13.1(t) Pad Height. For Owners that desire to increase the pad height of their Dwelling, such Owner shall be responsible for all engineering and related costs, as well as cost for required retention and retention walls for the adjacent Lot. Such retention and pad height must be approved in advance by the ACC. The Association may include additional detail and requirements for pad height and related limitations and exclusions in its Design Guidelines.

HURRICANE VIEWS, LLC, THE DECLARANT

Andrew M. Kay
By: Hurricane Views HOA President.
Its: Andrew M. Kay

STATE OF UTAH)
): ss
COUNTY OF)

On this 22 day of February, 2024, personally appeared before me Andrew Kay, who being by me duly sworn, did say that he/she is an authorized signer for Hurricane Views, LLC, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Kylie Noelle Jackson
Notary Public

Exhibit "A"

HURRICANE VIEWS PLAT A LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, WHICH POINT LIES N89°43'40"W 1896.99 FEET ALONG THE SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 33; THENCE N89°43'30"W 702.72 FEET CONTINUING ALONG SAID SECTION LINE (SAID SECTION LINE IS ALSO THE NORTH LINE OF ZION VISTA SUBDIVISION) TO A POINT ON A 379.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 110.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°41'16", THE CHORD BEARS N67°57'57"W 110.00 FEET (THE RADIUS POINT BEARS N13°41'25"E) TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 34.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°17'51", THE CHORD BEARS N70°43'45"E 30.48 FEET (THE RADIUS POINT BEARS N30°22'41"E); THENCE N21°04'50"E 83.39 FEET; THENCE N27°55'24"E 100.72 FEET; THENCE N21°04'50"E 30.24 FEET; THENCE NORTHEASTERLY 73.09 FEET ALONG THE ARC OF A 226.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°31'44", THE CHORD BEARS N30°20'42"E 72.77 FEET; THENCE N39°36'34"E 10.47 FEET; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS N05°23'26"W 21.21 FEET; THENCE N39°36'34"E 137.00 FEET; THENCE S50°23'26"E 306.28 FEET; THENCE S86°00'16"E 182.86 FEET; THENCE S00°00'00"E 68.84 FEET; THENCE S89°58'39"E 140.30 FEET; THENCE S00°08'04"E 170.34 FEET TO THE POINT OF BEGINNING. CONTAINING 4.80 ACRES.

Parcel Nos.: H-HVUE-A-1B, H-HVUE-A-2A, H-HVUE-A-3A, H-HVUE-A-4A, H-HVUE-A-5B, H-HVUE-A-6B, H-HVUE-A-7A, H-HVUE-A-8A, H-HVUE-A-9A, H-HVUE-A-10B, H-HVUE-A-11B, H-HVUE-A-12A, H-HVUE-A-13A, H-HVUE-A-14A, H-HVUE-A-15B, H-HVUE-A-16B, H-HVUE-A-17A, H-HVUE-A-18A, H-HVUE-A-19B, H-HVUE-A-20B, H-HVUE-A-21A, H-HVUE-A-22A, H-HVUE-A-23B, H-HVUE-A-24B, H-HVUE-A-25A, H-HVUE-A-26A, H-HVUE-A-27A, H-HVUE-A-28A, H-HVUE-A-29B, H-HVUE-A-30C, H-HVUE-A-31C, H-HVUE-A-32C, H-HVUE-A-33C, H-HVUE-A-34C, H-HVUE-A-35C, H-HVUE-A-36C, & H-HVUE-A-36COMMON

HURRICANE VIEWS PLAT B LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH LIES N89°43'30"W 1897.39 FEET ALONG THE SECTION LINE AND N00°00'00"W 170.33 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE SOUTH BOUNDARY OF HURRICANE VIEWS PLAT "A" THE FOLLOWING FOUR (4) COURSES TO WIT: (1) N89°58'39"W 140.30 FEET, (2) N00°00'00"W 68.84 FEET, (3) N86°00'16"W 182.86 FEET, (4) N50°23'26"W 441.67 FEET; THENCE N39°36'34"E 135.00 FEET; THENCE S50°23'26"E 67.79 FEET; THENCE N39°36'34"E 157.61 FEET; THENCE S75°55'58"E 138.06 FEET ALONG THE SOUTH BOUNDARY OF SANTA FE HILLS, PUD; THENCE S39°50'10"E 452.55 FEET ALONG THE BOUNDARY OF PLATS A & B, HURRICANE VILLAGE; THENCE S00°08'04"E 164.37 FEET TO THE POINT OF BEGINNING. CONTAINING 4.296 ACRES.

Parcel Nos.: H-HVUE-B-1, H-HVUE-B-2, H-HVUE-B-3, H-HVUE-B-4, H-HVUE-B-5, H-HVUE-B-6, H-HVUE-B-7, H-HVUE-B-8, H-HVUE-B-9, H-HVUE-B-37C, H-HVUE-B-38C, H-HVUE-B-39C, H-HVUE-B-40C, H-HVUE-B-41C, H-HVUE-B-42C, H-HVUE-B-43C, H-HVUE-B-44C, H-HVUE-B-45C, H-HVUE-B-46C, H-HVUE-B-47C, H-HVUE-B-48C, H-HVUE-B-49C, H-HVUE-B-50C, H-HVUE-B-51C, H-HVUE-B-COMMON