

**RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS  
FOR  
ZION VIEW MOUNTAIN ESTATES UNITS A, B, C, D AND E**

**SECTION I  
REPLACEMENT OF EXISTING CC&Rs**

**1** THE OWNERS of the lots of Zion View Mountain Estates (Zion View) hereby replace in their entirety the Covenants Conditions and Restrictions (CC&Rs) which apply to all real property within Zion View. ZION VIEW consists of Units A, B, C, D and E. The CC&Rs in effect until the present replacement were recorded and took effect as follows:

**1(A)** The Declaration of Restrictions for Unit A in effect was executed and recorded in the office of the County Recorder of Kane County, Utah on May 6, 1963 in Book 011, Page 279, Entry No. 10,466. A Revisor to the Declaration of Restrictions was recorded on June 14, 1963 in Book 011, Page 355, Entry No. 10,563. A second Revisor to the Declaration of Restrictions was recorded on July 30, 1965 in Book 016, Page 317, Entry No. 12742.

**1(B)** The Declaration of Restrictions for Unit B in effect was executed and recorded in the office of the County Recorder of Kane County, Utah on September 2, 1965 in Book 016, Page 432, Entry No. 12868.

**1(C)** The Declaration of Restrictions for Unit C in effect was executed and recorded in the office of the County Recorder of Kane County, Utah on February 17, 1969 in Book 024, Page 253, Entry No. 15990.

**1(D)** The Declaration of Restrictions for Unit D in effect was executed and recorded in the office of the County Recorder of Kane County, Utah on June 26, 1972 in Book 034, Page 12, Entry No. 20843.

**1(E)** The Declaration of Restrictions for Unit E in effect was executed and recorded in the office of the County Recorder of Kane County, Utah on April 16, 1978 in Book 058, Page 697, Entry No. 32628.

**SECTION II**

## VOTING RIGHTS AND CONDITIONS FOR TAKING EFFECT

**1(A)** Each lot or parcel (hereinafter lot) in each Unit shall have one vote regarding any present and future replacement or amendment of the CC&Rs. The vote shall be exercisable by the person or legal entity (partnership or corporation) that is named as owner on the Warranty Deed for the lot.

**1(B)** A vote conducted regarding the presently proposed CC&Rs and any future vote regarding further replacement or amendment of the CC&Rs shall be conducted by mailing ballots to each lot owner to the name and address that is recorded, at or about the time of mailing, in the tax rolls of Kane County, State of Utah, setting a date by which the vote is to be exercised in writing and to be received by the party responsible for counting the votes.

**1(C)** For the purposes of mailing and counting the votes regarding the presently proposed restatement of the CC&Rs the Board of Directors of the presently existing voluntary Zion View Property Owners Association Inc. is considered the party responsible for counting the votes.

**1(D)** Any lot owner who wishes to do so can be present and observe the counting of the votes.

**1(E)** The herein proposed CC&Rs will become effective for each Unit and will replace in their entirety the CC&Rs presently recorded at the County Recorder's Office in Kane County, Utah (hereinafter County) for that Unit, only if both of the following conditions are met:

(1) Fifty one percent (51 %) of the lot owners' votes in the Unit are in favor of these proposed restatement of the CC&Rs, and

(2) The restated CC&Rs are lawfully recorded in the Recorder's Office of the County for each Unit with attestation of the persons responsible for counting the votes that a vote has been duly and properly taken on the proposed replacement and that it has been approved by the requisite percentage of owners' votes within the applicable Unit.

**1(F)** The notarized signatures of the Secretary and two other members of the Board of Directors of the presently existing Zion View Property Owners Association Inc. who shall be responsible for counting of the votes, shall qualify as proper attestation that the vote has been duly taken and properly counted.

**1(G)** After the present replacement any future replacement or amendment of the CC&Rs in any Unit of Zion View shall require affirmative vote by sixty percent (60 %) of the votes exercisable in that Unit and recordation of the approved CC&Rs for the Unit.

**1(H)** Once the present replacement of the CC&Rs becomes effective in any Unit the previously recorded CC&Rs for that Unit shall have no further force or effect.

**1(I)** The CC&Rs written in this document shall be considered in law and equity as covenants running with the land in perpetuity and shall be binding between and among the several owners and purchasers themselves, future purchasers and their heirs, successors and assigns.

### **SECTION III RESTRICTIONS**

**1(A)** All land use, all buildings, other construction, grading of the land and conduct on the property shall be in full compliance with all applicable Federal laws, Utah State laws, zoning and other ordinances of the County and with all applicable rules and regulations of the applicable Federal, State or County agencies.

**1(B)** No residential structure, garage, storage shed, nor building of any type shall be located nearer to the front lot line than fifteen (15) feet, or nearer to the side lines than fifteen (15) feet, or nearer to the rear lot line than ten (10) feet (hereafter setbacks from the property lines). These are minimum setbacks, the County may require larger setbacks.

It shall not be a violation of this section of the CC&Rs if a residential structure, garage, storage shed, or building of any type is located nearer than ten (10) feet of the rear lot line, provided the rear lot line is the edge of a steep formation (rim) beyond which construction is not possible.

**1(C)** Sheds, garages, outbuildings appurtenant to a dwelling whether permanent or temporary nature shall be permitted as long as they are not used as dwellings and are in compliance with the requirement of setbacks from the property lines.

**1(D)** It shall be permissible to maintain a temporary dwelling while a permanent dwelling is under construction, for a period not to exceed eighteen (18) months, provided a valid building permit exists for the construction of a permanent dwelling.

**1(E)** Any building or structure that is in existence at the time when these restated CC&Rs take effect shall not be considered in violation of this section pertaining to setbacks, provided such building or structure was not in violation of the previously applicable CC&Rs or was exempt from CC&Rs.

**1(F)** No tent shall be used as a permanent dwelling on any lot. This does not prevent or prohibit the erection of a tent or tents for purposes of temporarily camping on any lot, provided the tent or tents are not maintained on the lot for longer than seven (7) months in any calendar year.

**1(G)**-All structures shall be constructed in such a manner as to protect and preserve the natural growth and setting insofar as possible. The natural growth and other conditions of each lot, such as trees, shrubs, streams and natural setting, shall be preserved by the owner. Removing trees for the purposes of creating private driveways, to improve view, to create space for construction of a dwelling or of any structure appurtenant to the dwelling, reasonable thinning of trees to minimize fire danger, removing and/or cutting naturally fallen trees for firewood shall not be considered violation of this section.

**2(A)** No automobile, trailer, motor home or vehicle of any kind shall be parked within any waterway located within Zion View. No automobile, trailer, motor home or vehicle of any kind shall be parked on any roadway located in Zion View in such a manner that it will obstruct passage of fire trucks, other equipment used for fighting fires, law enforcement or normal traffic.

**2(B)** No automobile, trailer, motor home or vehicle of any kind shall be parked on any roadway located in Zion View for longer than seventy two (72) hours.

**2(C)** There shall be no camping on any roadway within Zion View.

**2(E)** No mobile trailer or mobile structure of any kind used as a dwelling shall be permitted to remain upon any lot in Zion View for a period exceeding seven (7) months in a calendar year.

**2(F)** No automobiles, trailers, boats, other vehicles, or equipment that is not in running condition shall be kept on any lot for a period of time exceeding 2 months.

**2(G)** A mobile trailer or motor home which is habitable and is placed under a permanent structure may remain permanently on the lot and shall be considered a permanent dwelling for the purposes of these CC&Rs.

**2(H)** Easements as recorded on the County map are reserved.

**3(A)** All sewage disposals in Zion View shall be in full compliance with all applicable Federal, State of Utah and County laws, regulations and ordinances including health and safety codes and with Zion View Water Company Source Protection Plan.

**3(B)** Unless there is a common sanitary sewer system installed to serve the permanent structure, the applicable laws, ordinances and regulations require installation of septic tanks to receive the waste and sewage of each permanent dwelling structure. Such septic tanks shall be constructed in accordance with the requirements of the Utah State Department of Health. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an

absorption field approved by the applicable health authority and complies with Zion View Water Company Source Protection Plan.

**3(C)** All lots shall be maintained free and clear of any garbage, refuse, trash, food waste, rubbish, ashes, human waste or any other waste materials. All such waste shall be kept at all times in appropriate sanitary containers and shall be disposed of in accordance with the requirements of the Utah State Health Department.

**3(D)** Any building materials or construction materials on the premises shall be neatly stacked and kept upon the property, and shall not remain thereon for more than sixty (60) days following the completion of any construction.

**4(A)** No activity shall be conducted upon any lot, nor anywhere in Zion View nor shall anything be done which qualifies under applicable laws and County ordinances as a nuisance to other lot owners.

**4(B)** No generator using an internal combustion engine shall be operated within the setbacks from the property lines. It shall not be considered a violation of this section if the generator is operated nearer than ten (10) feet of the rear lot line, provided the rear lot line is the edge of a steep formation (rim) beyond which placement of the generator is not possible.

**4(C)** Noise coming from any generator operating between 10:00 PM and 7:00 AM, applicable Utah time, shall not exceed sixty (60) decibels, as measured at ten (10) feet from any lot line.

**4(D)** No signs of any kind which contain advertising for any commercial activity shall be displayed to the public view on any lot in Zion View. This does not prohibit public display of signs set within the boundaries of the lot and advertising a lot for sale. All signs shall be in good repair, and shall not prevent lawful access to any lot.

**5(A)** All lots except lot E 86 and Lot \_\_\_\_\_, are to be used for residential purposes only. No commercial, business or enterprise of any kind or nature shall be carried on any lot unless otherwise marked on the plat map as a commercial lot. No time-share units, condominium units, or other multi-family dwellings shall be constructed or allowed on any lot within Zion View. Lot E 86 is exempt from the restriction of residential use only, to the extent that Lot E 86 can be used for housing a fire station and/or water storage and supply equipment and/or for activity including fire protection of the community and/or activity for supplying water to the community. Lot \_\_\_\_\_ is exempt from the restriction of residential use only, to the extent that Lot \_\_\_\_\_ can be used as a water source containing a well or spring and for activity of supplying water to the community. (*We need to put in here the designation of the lots having the spring and/or well.*)

**5(B)** No gates or other obstructions shall be placed across any public roads or rights of way to any lot or lots.

**5(C)** Lot sizes, as prescribed by the subdivision plat for each Unit in Zion View, are considered minimum lot sizes. No person shall sell, lease, or otherwise dispose of any lot in parcels smaller than the original lot as shown on the recorded plat of the applicable Unit.

**5(D)** No animals other than household pets, shall be kept on any lot within Zion View.

**5(E)** No activity shall be carried on within Zion View which is or may become unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm, air guns nor bow and arrows shall be discharged nor fireworks used within Zion View. No outdoor fires shall be lighted except in a contained barbecue unit while attended and used for cooking purposes, or in self-contained, Forest Service or County approved outdoor fireplaces while attended.

#### **SECTION IV ENFORCEMENT**

**1(A)** Any violation of these CC&Rs shall be fully enforceable by any other lot owner in Zion View by filing and prosecuting a law suit in the applicable court or courts against the person or persons violating or attempting to violate any such covenant and obtaining remedies which are applicable under the pertinent laws.

**1(B)** If any violation is of a continuing nature, it is agreed that failure to prosecute such a proceeding for any period after such violation occurs will not operate as a waiver of the right to subsequently prosecute a proceeding with respect to said violation, nor bar the seeking of relief, injunctive or otherwise, against other violations occurring on any lot in the subdivision. It is further agreed that all covenants and restrictions set out herein will not be deemed changed or abandoned by change of conditions in the neighborhood, or by any acquiescence in violation or other act or failure to act by any lot owner or other person.

**1(C)** On the unanimous affirmative vote of all members of the Board of Director of the Property Owners' Association the Association may also file and prosecute a law suit in the applicable court against any violation of these CC&Rs provided the reasonably expected expenses of the law suit do not exceed thirty per cent (30 %) of the available cash resources of the Property Owners' Association.

#### **SECTION V ATTESTATION BY NOTARIZED SIGNATURES**

This Declaration of Restrictive Covenants and Conditions is signed by the Secretary and two other members of the Board of Directors of the Property Owners ' Association who hereby attest and confirm that a poll has been conducted and the votes were counted as required by Section I above, and that these CC&Rs were approved by fifty one percent (51 %) or greater majority of the votes in the following Units of ZION VIEW

\_\_\_\_\_.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Secretary

Notarization of signature:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Director

Notarization of signature:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Director

Notarization of signature: