

Amended Restrictive Covenants Page 1 of 4  
Gary Christensen Washington County  
Recorder  
02/12/2021 03:32:57 PM Fee \$40.00 By  
SOUTHERN UTAH TITLE COMPANY

After Recording Mail To:

Interstate Homes LLC  
52 South 850 West, Suite 202A  
Hurricane, UT 84737

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ZION VISTA**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ZION VISTA (this "Amendment") is adopted this 12 day of February 2021, by Interstate Homes, LLC, a Utah limited liability company ("Declarant").

**RECITALS**

A. Declarant's predecessor in interest, WCES, LLC, a Utah limited liability company ("WCES"), recorded a Declaration of Covenants, Conditions and Restrictions for Zion Vista, a Planned Community Development, with the Office of the Washington County, Utah, Recorder on or about November 30, 2018 as Entry No. 20180047565 (the "Original Declaration").

B. The Original Declaration has been amended by an Amendment recorded on May 24, 2019 as Entry No. 20190020078 and a Second Amendment recorded on March 10, 2020, as Entry No. 20200012091. The Original Declaration, as amended by the foregoing Amendments, is herein referred to as the "Declaration".

C. The Declaration covers the Zion Vista Project (the "Project"), created pursuant to a Plat recorded with the Washington County Recorder on October 5, 2018, as Entry No. 20180040500 (the "Original Plat"). The Project consists of eighty (80) Lots and associated Common Areas, which are depicted on the Original Plat and described on Exhibit "A" attached hereto (the "Property").

D. Pursuant to an Assignment of Declarant Rights recorded on June 14, 2019, as Entry No. 20190023471, WCES assigned all of its Declarant Rights (as defined in the Declaration) to Declarant.

E. Declarant is the owner of more than fifteen (15) of the Lots in the Project and, therefore, has the authority to unilaterally amend the Declaration pursuant to Article IX, Section D of the Declaration.

F. Declarant wishes to amend the Declaration.

### TERMS OF AMENDMENT

NOW, THEREFORE, for the reasons recited above, Declarant hereby amends the Declaration as follows:

1. Article II, Section C.m of the Declaration is amended to read as follows:

C.m. Each Owner shall be responsible and liable for all activities of Owner's Tenant and Owner shall be subject to loss of Owner's right to lease if such Owner's Tenant is in violation of this Declaration or the Rules and Regulations.

2. Article II, Section D.e of the Declaration is amended to read as follows:

D.e. The Association shall permit residents of an adjacent property owned by Declarant, the right to utilize the amenities of Zion Vista Homeowners Association for a fee to be determined by the Association and paid to the Association without being members of the Zion Vista Homeowners Association nor subject to the governing documents other than rules and regulations specifically relating to use of the amenities.

3. Article IX, Section D of the Declaration is amended to read as follows:

D. Amendments. This Declaration may be amended on the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately on recording of the document amending this Declaration in the Official Records; provided, however, that so long as the Declarant owns at least one (1) Lot in the Project, no amendment shall be valid or enforceable without the Declarant's prior written consent; and provided, however, that so long as the Declarant owns at least (10) Lots in the Project, this Declaration may be amended unilaterally by the Declarant.

4. The term "Unit," as used in the Declaration, is defined to mean a Lot, together with the Dwelling on such Lot.

5. Article IV, Section O of the Declaration is amended to read as follows:

O. Declarant. ARC approval is not required to allow Declarant to construct homes on lots under Declarant's control, provided that such homes are of a style similar to other homes in the Project, siding and roofing materials are consistent with other homes in the Project and colors are consistent with other homes in the Project.

6. All retaining walls in the Project are part of the Lot or Lots on which they are located or are adjacent to. The Owners of the Lots on which the retaining walls are located or adjacent to shall be responsible for, and bear the cost of, of the maintenance, repair or replacement of any such retaining wall. To the extent a retaining wall straddles the boundary between Lots, the Owners of such Lots shall share equally in the cost of the maintenance, repair or replacement of

the retaining wall. No retaining walls are Common Areas and the Association has no responsibility for the maintenance, repair or replacement of any retaining walls.

7. Except as expressly amended by this Amendment, all terms of the Declaration shall continue in full force and effect. In the event of an inconsistency between the Declaration and this Amendment, the terms of this Amendment shall apply.

DECLARANT has executed this Amendment on the date set forth above.

Interstate Homes LLC,  
a Utah limited liability company

By: *Donald Stratton*  
Donald Stratton, President

State of Utah

)  
: ss.

County of Washington )

The foregoing instrument was acknowledged before me this 12 day of February 2021, by Donald Stratton, the President of Interstate Homes LLC, a Utah limited liability company, on behalf of Interstate Homes LLC.

*Lacey C Brinkerhoff*  
Notary Public



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

All Lots (Lots 1 through 80, inclusive) in the ZION VISTA SUBDIVISION, according to the Official Plat thereof recorded with the Washington County Recorder on October 5, 2018, as Entry No. 20180040500, together with all common areas and open spaces.

Tax Parcel Nos. H-ZIVI-1 through H-ZIVI-80, inclusive