When Recorded Return To: Lity of Hurricare 147 N. 870 West Hurricane, UT 84737 DOC # 20190031458

Restrictive Page 1 of 2

Russell Shirts Washington County Recorder 09/07/2019 01:14:17 PM Fee \$ 0.00

By HURRICANE CLEY

BY HURRICANE CLEY

WHICH WASHINGTON COUNTY RECORDER 10:100

BY HURRICANE CLEY

BY

## **DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant is made and executed by Fairway Vista Estates, LC, a Utah limited liability company ("Landowner"), in favor of Hurricane City, Utah ("City"), a municipality and political subdivision of the State of Utah.

## **BACKGROUND**

Candowner holds fee title to the following parcels of real property located in Hurricane City, Washington County, State of Utah, legally described as:

All of Lot 5, Lot 8, Lot 9, and Lot 5 of Cliff View Estates Phase 1 Subdivision At Copper Rock, according to the official plat thereof on file and of record in the office of the Washington County Recorder.

(the "Property").

to execute an amendment to that certain Development Agreement, which was recorded June 9, 2017 as Document # 20170023909 in the office of the Washington County Recorder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner hereby states, declares, grants and creates the following restrictions and covenants:

- Submission of Property to Restrictive Covenant. The Property is hereby subjected to the provisions of this instrument. All provisions of this instrument are intended to and will run with and bind the land. The terms and provisions of this instrument will be binding upon or inure to the benefit of, as the case may be, the Landowner, and all of its grantees, successors in title to the Property.
- 2. Restrictive Covenant. As touches and concerns each respective lot in the Property, Landowner shall be prohibited from conveying title to the each such lot until such time as City grants a full residential certificate of occupancy for such lot.
- Removal of Restrictive Covenant. The foregoing restrictive covenant may be vacated only by an instrument executed and recorded by City. The conditions for such vacation are set forth in the July 2019 amendment to the above-described Development Agreement.

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4. Remedies. In view of the purposes of this instrument, money damages in the event of a default in the performance of any provisions hereof may be inadequate, and accordingly City will have the right to apply for and receive from any court of competent jurisdiction equitable relief by way of (i) restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms hereof; and (ii) specific performance to enforce performance of the terms hereof.

IN WITNESS WHEREOF, the Landowner has executed this instrument on the date indicated below.

August 5, 2019
Date

Fairway Wista Estates, LC a Utah limited liability company

Kenneth C. Knudson, Manager

STATE OF HINDE : ss.

On August 5, 2019, Kenneth C. Knudson personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity. Manager of Fairway Vista Estates, LC.

Notary Public

FELICIA F NIELSON
Notary Public, State of Arizona
Mahave County
My Commission Expires
July 07, 2021

Commission # (\$3174)

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