

8 Jonathan Zundel/
10 North 100 West
Hurricane, UT 84737

DOC # 20240035278

Restrictive Page 1 of 8
Gary Christensen Washington County Recorder
11/05/2024 02:59:15 PM Fee \$ 40.00
By ZUNDEL, JOHATHAN



Sunset View Estates
protective Covenants and Declaration of
Building And use Restrictions.

Sunset View Estates
PROTECTIVE COVENANTS AND DECLARATION OF BUILDING
AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MB-LaVerkin Land, LLC, a Utah limited liability company (hereafter "Developer") is the owner of certain real property located in LaVerkin, Washington County, State of Utah, identified as **Sunset View Estates Subdivision** according to the plat thereof on file and of record in the office of the Washington County Recorder, such property being more particularly described in Exhibit "A" attached hereto, made a part thereof (the "Properties" or "Property" if referring to a single lot).

WHEREAS, Developer desires to impose on the Properties certain protective covenants, conditions and restrictions as hereinafter set forth for the benefit of the present and future owners.

NOW THEREFORE, Developer hereby declares that the Properties shall be held, sold and conveyed or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the Properties: and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors, and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the Property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

1. **PURPOSE:** The purpose of these restrictions is to provide for the enhancement and protection of the value, desirability and attractiveness of the Properties. These covenants shall be binding on any person or entity acquiring an interest in the Properties and shall inure to the benefit of each party and shall run with the land.
2. **ARCHITECTURE:** Style of homes should be modern southwest. Garages are to be attached to the homes, with two car garages being the minimum required. A detached garage may be allowed upon approval by the Architectural Control Committee and must be the same architecture and construction materials as the house. The total square feet of garages shall not exceed seventy five percent of main floor living area. The elevation of the home shall be in accordance with the style of the other homes in the subdivision to enhance the ambiance of the subdivision.
3. **ARCHITECTURAL CONTROLS:** Prior to the commencement of construction of any dwelling, garage, storage building, fence, pool, or other improvements on any Property in this subdivision, construction drawings, specifications and location shall be submitted and approved by the Architectural Control Committee as to

design and quality of materials, harmony of external design with existing (or proposed) structures, and location with respect to topography and finish grade elevation. Approval shall also be obtained from the City of LaVerkin. Approval will be required from the Architectural Control Committee prior to making application for permits and paying impact fees. The function of the Architectural Control Committee is to ensure that all improvements and landscaping within the Properties harmonize with existing surroundings and are compliant with this Declaration and other subdivision requirements. Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural Control Committee shall be diligently pursued to completion. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Declaration.

4. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall consist of the Developer or its assigns until such time that all lots owned by Developer are sold and construction is completed on all homes on the Properties. The Architectural Control Committee thence forth shall be selected by popular vote by a majority of Property owners, each Property having one vote, and shall consist of three persons or entities and shall act by majority vote. The ACC need not be composed of only Developer or Property owners.
5. **MINIMUM DESIGN STANDARDS:** The Properties shall be used only for residential purposes. No building shall be erected nor permitted to remain on any Property other than one single-family residence (maximum of 2 stories above ground) and associated structures. All structures shall be constructed in accordance with the prevailing zoning and building ordinances and be approved by the Architectural Control Committee. Minimum square footage of living space in a home is 1600 square feet, 1500 square feet must be on the ground floor. Only living space above the basement (excluding garage) is computed to qualify for minimum square footage.
6. **BUILDING LOCATION:** No dwelling shall be located on any Property closer at any point than the setbacks as required by LaVerkin City.
7. **ROOFS, ROOFING AND SIDING:** Roofing materials will consist of tile, or slate shingles may be used with the approval of the Architectural Control Committee. Masonry veneer, stucco and hardy board are required for exterior walls. The color of exterior materials must be approved by the Architectural Control Committee. A minimum of 25% brick veneer, rock veneer or other suitable decorative material is required on the front of each home. The sides and back of a home should be stucco or hardy board. No vinyl siding is allowed.
8. **LANDSCAPING AND FENCING:** Prior to certificate of occupancy, a Property must be landscaped in a satisfactory manner. All unimproved portions of the street side or sides of the Property from the front of the home out to the street or streets must be landscaped. Also, at least two trees are to be planted in the front of the home. No grass is to be planted on the Properties. Landscaping

shall be maintained compatible with other homes in the subdivision. Shrub and tree planting on street corner Properties shall be located so as not to create a hazard for movement of vehicles along the streets. No trees or tall shrubs shall be planted on any street corner, in accordance with city code. Undeveloped Properties shall be kept free of all tall vegetation by the owner of said Properties. Block, wrought iron & brick as approved by Architectural Control Committee shall be the only material allowed on the Properties for fencing. Walls shall not exceed three (3) feet in height in the front yard back to the 25-foot set back line and along any streets. Walls in the side and back yards shall not exceed six feet in height without the approval of the Architectural Control Committee. Walls shall be kept and maintained in a visually pleasing manner and a state of good repair.

9. **IMPROVED SURFACES:** All driveways, walkways, parking areas and other areas of similar nature shall be improved with concrete, asphalt or other material in accordance with approved plans and specifications, prior to certificate of occupancy.
10. **ANTENNA:** In general, an antenna must be located at the rear of the property or home. Radio antennae, or devices for the reception or transmission of radio, microwave, or other similar signals, to include TV antennae, and satellite dish, shall be permitted on a Property, only upon approval by the Architectural Control Committee.
11. **KEEPING ANIMALS:** The keeping of family pets shall be a matter controlled by the ordinances of the City of LaVerkin. Property owners shall not board or keep livestock on Properties.
12. **VEHICLES:** Motor vehicles that are inoperable shall not be permitted to remain upon any street or Property. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired, or repainted on any Property unless performed within a completely enclosed garage or other structure located on the Property which screens the sight and sound of such activity from the public streets and neighboring Properties. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No off the road vehicles such as four wheelers may be ridden in the subdivision or on the Properties. No vehicles may be parked on the sides of any street in the subdivision.
13. **STORAGE OF MATERIALS:** No lumber, material or bulk material shall be kept, stored or allowed to accumulate on any Property except building or other materials to be used in connection with any ongoing construction, alteration or improvement approved in accordance with the terms hereof. During construction and for a period of 60 days after completion, a Property may be used for the storage of materials used in the construction of the building or its improvements. The total storage period shall not exceed 8 months.

14. **GARBAGE AND REFUSE DISPOSAL:** No Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. No unsightly materials or other objects are to be stored on any Property in view of the general public or neighboring Property. A garden compost pile is acceptable if properly screened from sight.
15. **SIGNS:** No sign of any kind shall be displayed to the public view on any Property. Small real estate "for sale" signs are permissible.
16. **DAMAGES:** Any damage inflicted on improvements such as curbs, gutters, streets, concrete, etc. in the subdivision must be repaired as soon as possible. If damage occurs, the responsible party is required to repair the damage in a timely manner.
17. **COMMERCIAL ENTERPRISE:** No commercial enterprise of any description shall be conducted on any Property. This shall be construed to mean the selling of goods, operating a business of any nature either for profit or charity, except for a home office space incidental to one's employment or business.
18. **NUISANCES:** No noxious or offensive activity shall be carried out on any Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Property shall be used for any illegal purpose.
19. **DURATION:** These Covenants, Conditions, and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of like duration, subject to amendment as herein set forth.
20. **CARE AND MAINTENANCE OF PROPERTIES:** The owner of each Property shall keep the same free from rubbish, litter, and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.
21. **EXEMPT:** The Developer is exempt from all constraints in this Declaration.
22. **RIGHTS TO ENFORCE:** The provisions in this Declaration shall inure to the benefit of and pass with each Lot, part or portion of the Property and shall apply to and be binding upon each successor in interest. These CC&Rs are covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any breach thereof, or the continuance of any breach or noncompliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer and its assigns, or by the owner or owners of any Property, or their legal representatives; provided, however, that no such enforcement shall

affect or impair the lien of any bona fide mortgage or trust deed which was given in good faith and for value, except that any subsequent owner of a Property, part or portion of the Property shall be bound and obligated by the CC&Rs, whether the ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorney's fees and costs and expenses incurred in any such enforcement action shall constitute a lien on such owner's Property and shall also be a personal obligation of the owner, enforceable at law, until payment is made. In addition, the City of La Verkin may enforce duly passed and approved ordinances.

23. **SEVERABILITY:** In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.
24. **AMENDMENT:** This Declaration may be amended by a written document signed by the Developer or, after such time the developer wishes to assign powers described herein, by owners of two thirds (2/3) of the Properties subject to this Declaration.
25. **ASSIGNMENT OF POWERS:** Any and all rights and powers of the Developer herein contained may be delegated, transferred, or assigned. Wherever the term "Developer" is used herein, it includes its successors and assigns.
26. **ATTORNEY FEES:** If the Developer or other Property owners must initiate legal action in order to enforce this Declaration, the prevailing party shall be entitled to recover their Attorney's fees and costs.
27. **WAIVER:** Failure by any Property owner or the Developer to enforce any restriction, condition, covenant, or agreement herein contained, shall in no event be deemed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior thereto.
28. **DEVELOPER'S LIMIT OF LIABILITY:** Nothing in this Declaration shall in any way be construed or deemed to impose any liability on the Developer or other members of the architectural control committee, including but not limited to damages or claims for any act or failure to act under this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this
25th of October 2024.

The next page is reserved for signatures

IN WITNESS WHEREOF, the undersigned, as the Developer herein, duly executed on the date set forth.

25th day of October, 2024.

MB-LaVerkin Land, LLC, a Utah Limited Liability Company
By: Miller Bates, LLC, a Utah Limited Liability Company
Its: Manager

BY: 
Melissa Miller
Manager

STATE OF Utah

COUNTY OF Salt Lake

On 25th day of October, 2024, before me, personally appeared Melissa Miller, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of MB-LaVerkin Land, LLC, a Utah limited liability company.


Notary Public

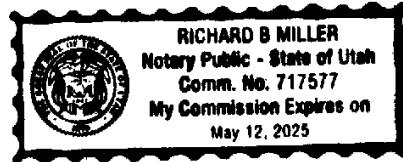


Exhibit A

Sunset View Estates phase 1

TAX ID number LV-SUNS-1	Lots: 1-2
TAX ID number LV-SUNS-2	Lots 4-5
TAX ID number LV-SUNS-4	Lot 10
TAX ID number LV-SUNS-5	Lots 14-22
TAX ID number LV-SUNS-10	Lots 25-27
TAX ID number LV-SUNS-14	Lots 32-42
TAX ID number LV-SUNS-15	Lot 45-
TAX ID number LV-SUNS-16	Lots 48-52
TAX ID number LV-SUNS-17	Lots 54-55
TAX ID number LV-SUNS-18	
TAX ID number LV-SUNS-19	
TAX ID number LV-SUNS-20	
TAX ID number LV-SUNS-21	
TAX ID number LV-SUNS-22	
TAX ID number LV-SUNS-25	
TAX ID number LV-SUNS-26	
TAX ID number LV-SUNS-27	
TAX ID number LV-SUNS-32	
TAX ID number LV-SUNS-33	
TAX ID number LV-SUNS-34	
TAX ID number LV-SUNS-35	
TAX ID number LV-SUNS-36	
TAX ID number LV-SUNS-37	
TAX ID number LV-SUNS-38	
TAX ID number LV-SUNS-39	
TAX ID number LV-SUNS-40	
TAX ID number LV-SUNS-41	
TAX ID number LV-SUNS-42	
TAX ID number LV-SUNS-45	
TAX ID number LV-SUNS-48	
TAX ID number LV-SUNS-49	
TAX ID number LV-SUNS-50	
TAX ID number LV-SUNS-51	
TAX ID number LV-SUNS-52	
TAX ID number LV-SUNS-54	
TAX ID number LV-SUNS-55	