

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
ZION VIEW ESTATES
PHASE I

Gilbert Development Corporation ("GDC"), a Nevada Corporation qualified to do business in the State of Utah, is the owner and developer of the following described property, hereinafter referred to as the "Property" located in Zion View Estates, LaVerkin, Washington County, as follows:

BEGINNING at the North Quarter (N1/4) Corner of Section 24, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence South 88° 14' 27" East 48.21 feet; thence South 12° 43' 25" East 68.22 feet; thence South 13° 23' 25" East 207.78 feet; thence South 14° 06' 58" East 285.61 feet to a point of curve; thence around the arc of a curve to the right with a radius of 225.00 feet a distance of 107.14 feet (the chord of said curve bears South 0° 28' 29" East 106.13 feet); thence South 13° 09' 59" West 163.50 feet; thence South 89° 44' 45" West 1491.02 feet to the East line of Main Street; thence South 0° 15' 15" East along the East line of Main Street 603.82 feet to the Northerly Right of Way line of Highway U-15; thence South 89° 50' 25" West along the Northerly Right of Way line of Highway U-15 60.00 feet; thence North 0° 15' 15" West along the West line of Main Street 1353.06 feet; thence North 89° 44' 45" East 562.75 feet; thence North 0° 15' 15" West 11.00 feet; thence North 89° 44' 45" East 385.22 feet; thence South 52° 56' 16" East 120.80 feet to a point of curve, thence around the arc of a curve to the left with a radius of 25.00 feet a distance of 19.47 feet (the chord of said curve bears North 18° 30' 41" East 18.99 feet); thence North 3° 46' 35" West 121.16 feet to the North line of said Section 24; thence South 88° 14' 27" East along the Section line 367.52 feet, to the point of beginning.

WHEREAS, it is the intention of GDC to include all of the Phase I property of Zion View Estates in the plat and to divide the property within Phase I into lots as shown on the plat, and to dedicate the streets shown on the plat to the City of LaVerkin. The easements shown on the plat are perpetually reserved for public easements and no structures other than for such utility or other specific purpose may be built, constructed, erected, or placed within the lines of the shown easements;

WHEREAS, the dedicated streets on the plat of Zion View Estates Phase I have been paved with asphalt and it is the intent of GDC to restrict the cutting or damage of any portion of the asphalt streets for any other purpose other than for emergency water, sewer, or other utility repair for a period of at least thirty-six (36) months; and

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WHEREAS, certain covenants, conditions and restrictions must be established and observed in order to insure harmonious relationships, protect property values, eliminate hazardous conditions, and preserve the natural beauty of the area.

NOW, THEREFORE, GDC declares that all property described above is held and shall continue to be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for Zion View Estates's improvements and sale of the property and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the property, project, and every lot, part or portion thereof. The acceptance of any deed to or conveyance of any lot, part or portion of the property to any of the grantee(s) or land owner(s) named or by their legal representatives, heirs, executors, administrators, successors or assigns shall constitute their covenant and agreement with GDC and GDC's successors or assigns to accept, hold, improve, use, and convey the property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions as follows:

SECTION I
DEFINITIONS

1. **Owner.** "Owner" shall be the record title owner of the real property within Phase I of Zion View Estates, LaVerkin, Washington County, Utah. The "owner" may be one or more persons or entities with a fee simple title to any lot which is a part of Zion View Estates, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2. **Developer/GDC.** The "Developer" for Zion View Estates shall be **Gilbert Development Corporation ("GDC")**, a Nevada Corporation qualified to do business in the State of Utah, and any future successors or assigns of GDC.

3. **Manufactured Home.** A "manufactured home" within Zion View Estates shall mean a transportable factory built housing unit constructed on or after January 1, 1990, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), in one or more sections, which, in the traveling mode, is ten (10) body feet or more in width or forty (40) body feet or more in length, or when erected on site, is 1,050 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems. All manufactured homes constructed on or after January 1, 1990, shall be identifiable by the manufacturer's data plate bearing the date the unit was manufactured and a HUD label attached to the exterior of the home certifying the home was manufactured to HUD standards.

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4. **Declaration.** "Declaration" shall mean the "Declaration of Protective Covenants, Conditions, and Restrictions" for Zion View Estates, Phase I, City of LaVerkin, Washington County, Utah, as hereinafter set out.

5. **Development.** The "Development" shall refer to Zion View Estates, Phase I, City of LaVerkin, Washington County, Utah.

6. **Development Phase.** The "Development Phase" shall be the time from the date of the recording of the plat of the first phase of the subdivision until such time as Developer/GDC transfers legal title to more than ninety percent (90%) of the number of lots in all phases of Zion View Estates to bona fide purchasers.

7. **Lot.** A "lot" shall refer to any plot of land shown upon the recorded plat map for Zion View Estates, Phase I, LaVerkin, Washington County, Utah which shall be sold in conjunction with a "Manufactured Home" as defined in No. 3, above.

8. **Conveyance.** "Conveyance" shall refer to the actual conveyance, in fee title, to any lot and manufactured home to any Owner by a Warranty Deed or other document of title.

9. **Family.** For the purpose of a "single-family" dwelling, a family means persons related by blood or marriage, by legal adoption, or by operation of law.

10. **Yard.** The "yard" of all lots shall be defined as follows:

(A) **Front Yard:** The portion of the lot which is located between the front lot line and a perpendicular line running from the front corners of the residence to the side lot lines;

(B) **Back Yard:** The portion of the lot which is located between the back lot line and perpendicular line running from the back corners of the manufactured home to the side lot lines;

(C) **Side Yard:** The portion of the lot which is located between the residence and the side lot lines and the front and back yards.

ARTICLE II **GENERAL RESTRICTIONS**

1. **Land Use and Building Type:** All lots shall be used for single family residential purposes. No business or commercial use shall be allowed within the development. No resident may use his/her lot to endanger the health or disturb the reasonable enjoyment of any other owner or resident of their lot within Zion View Estates.

Restrictions on business or commercial use shall include, but not be limited to general home occupations such as day care centers, beauty and barber shops, dog breeding or grooming services, sewing or tailoring services, craft and novelty shops, and automotive repair shops.

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The only structures permitted on a lot within Zion View Estates shall be a detached single family manufactured home with an attached garage or carport. All manufactured housing, otherwise complying with Utah Code as outlined in Definition No. 3, above, shall comply with the zoning and building ordinances of the City of LaVerkin, Utah in effect at the time the lot and manufactured home are purchased and subsequently permanently placed within Phase I of the development.

2. **Minimum Square Footage of Manufactured Homes.**

A. **Lots with less than 9,000 square feet.** Any lot in Phase I of Zion View Estates containing less than 9,000 square feet shall have a manufactured home containing no less than 1,050 square feet unless otherwise approved by GDC;

B. **Lots on the immediate west side of Andrea Lane.** Any lots in Phase I of Zion View Estates on the immediate west side of Andrea Lane containing more than 9,000 square feet shall have a manufactured home containing no less than 1,300 square feet unless otherwise approved by GDC;

C. **Lots on the east side of Andrea Lane.** Any lots in Phase I of Zion View Estates on the immediate east side of Andrea Lane shall have a manufactured home containing no less than 1,500 square feet unless approved by GDC.

3. **Garages and Carports.** All manufactured homes shall have an attached garage or carport unless otherwise approved by GDC. Said garage or carport shall be built to accommodate not less than one (1) nor more than three (3) vehicles. The minimum size for any such garage shall be 12 feet by 20 feet. The height of the garage door headers shall not exceed 9 feet. All garages, whether attached or detached, shall be constructed of the same exterior materials to keep in harmony with the manufactured home associated therewith.

No approved carport may be used for storage of items other than fully operable vehicles.

4. **Lot Size.** Lot sizes as set out on the recorded plat for Zion View Estates, Phase I are considered the minimum lot sizes. No person may further subdivide any lot.

5. **Manufactured Home/Garage or Carport Requirements.** All manufactured homes with attached garages or carports shall be located on all lots so as not to be in violation of LaVerkin City Ordinances regarding minimum setbacks unless appropriate variances are received with the building permit.

The manufactured home shall have a minimum of 12" eaves.
The manufactured home shall have exterior/home doors.

Under no condition shall any portion of a manufactured home, garage or carport, including eaves or steps, encroach upon any other lot.

The manufactured home shall have the front, or longest portion of the home, facing and running parallel with the street it is fronting unless otherwise approved by GDC.

The manufactured home shall have a finished floor elevation of no more than six inches (6") above existing pad elevation and maintain at all times a positive drainage from all sides of the home.

The minimum front setback from the street shall be twenty-five feet (25'). The minimum setback from adjacent lots shall be eight feet (8'), and the minimum setback in the rear shall be ten feet (10'). All other setbacks are to meet the City of LaVerkin zoning ordinances.

6. **Driveways, Major Sidewalks, and Decorative Sidewalks.**

The driveway leading from the street to the garage shall be concrete. All sidewalks abutting LaVerkin streets and leading from the street sidewalk to the front door and from the driveway to the front door shall be constructed of concrete.

All other decorative walkways on the lot shall be constructed either of concrete or such other material as is commonly used for such purposes such as tile or brick. But in no case shall a walkway be constructed of dirt, sand, clay, or road base material.

7. **Non-Storage of Items on Landscaped Lot with Manufactured Home.**

Any and all items, materials, and/or junk that are not affixed to the manufactured home, garage or carport, or appropriate storage shed, shall be stored by the owner away from view. At no time, shall belongings be allowed to clutter the lot/home and the aesthetic beauty of Zion View Estates. Should a lot owner fail to maintain the overall appearance of his/her lot/home by creating a "junk pile", any lot/home owner or appropriate governmental authority may institute legal action for the cleanup. All costs for obtaining the judgment and the actual cleanup are subject to recoupment by the complaining party against the offending lot/home owner.

8. **Easements.**

Various utility, LaVerkin City, and drainage easements and facilities are reserved as shown on the recorded plat map for Zion View Estates, Phase I. Within these easements, no structure, plant, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, or replacement of utilities or which may change the direction or flow of drainage channels within the easements.

The easement area of each lot and the subsequent improvements on the lot shall be adequately maintained by the owner of the lot, except for improvements which a public authority or utility company would be responsible.

GDC, LaVerkin, or any other public authority shall have the right of access to such easements for the purpose of installing, repairing, maintaining, removing, or replacing any such utilities or portions thereof. In addition, they shall have the right to remove and clear any vegetation which could interfere with such utilities or drainage as provided.

9. **Temporary or Other Structures.** No structure of a temporary nature (i.e. trailers, buses, tents, shacks, garages, or other outbuildings) shall be placed on the lot as a residence--either temporarily or permanently--nor shall any such structures be erected or placed on any lot at any time for storage or other use. In addition, no old or second-hand structure shall be moved, stored, or permanently affixed on any lot within Phase I of Zion View Estates.

It is the intention that all dwellings, including carports or garages, be erected on the lot of new manufactured housing of good quality, workmanship, and materials.

10. **Inoperable Motor Vehicles.** No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, part, or portion of the property, except in an approved, fully enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, part, or portion of the property for a period exceeding 30 days, GDC, GDC's agent, or an appropriate governmental authority may remove the inoperable motor vehicle after a 10-day written notice to the offending owner. The cost and expense of such removal shall be borne by the offending lot owner on which or in front of which the inoperable vehicle was parked.

For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than 90 days.

11. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, part, or portion of the property, nor shall anything be done therein which may become an annoyance to the neighborhood.

12. **Animals.** No livestock, poultry or other animals shall be raised, bred, or kept on any lot, part, or portion of the property except that dogs, cats or other domesticated household animals may be kept as pets in a manufactured home in Phase I of Zion View Estates. The domesticated housepets shall be enclosed on the lot by an appropriate fence or run. Such animals shall be strictly controlled and kept pursuant to all applicable state and local laws and ordinances within the Owner's lot. The animals shall not be permitted to run free within Zion View Estates or to disturb the neighbors and other residents of Zion View Estates with barking or meowing, etc. at any time of the day or night.

13. **Garbage and Refuse Disposal.** No lot, part or portion of the lot shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such garbage and refuse disposal shall be kept in approved sanitary containers.

14. **Building Materials.** No lot, part, or portion of Phase I of Zion View Estates shall be used or maintained as a storage for building materials. Once a manufactured home is occupied or made

available for sale, all building materials shall be removed or stored inside the manufactured home or enclosed garage outside the view of the general public.

15. **Storage or Utility Buildings.** All storage or utility buildings, or other structures intended for such uses must be built to aesthetically match the manufactured home on which it will be located. Any storage, utility, or other structure affixed to the property shall be built or purchased new and no used or existing structures may be temporarily or permanently affixed to the lot.

16. **Boats, Recreational and Motor Vehicles.** No boats, motorcycles, trailers, buses, motorhomes, campers or other vehicles shall be parked or stored upon any lot except in the side or back yard area. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within Zion View Estates for more than a 48-hour period. All such vehicles shall be properly registered and licensed, or meet such other governmental approval as may be required.

Trailers and motorhomes with a length in excess of 50 feet and trucks of a gross vehicle weight over 10,000 pounds are not allowed to be placed, parked, or stored upon any street, lot, part or portion of the property.

17. **Antenna:** No external radio or other antenna or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a manner as to extend above the height of the residence on the lot. In addition, such devices shall not be located on any lot or any residence on any lot so as to be visible from the street fronting the lot. Satellite dishes shall only be allowed in backyard areas and only if screened from the view of other lots.

18. **Safe Lot Condition:** In addition to any other applicable sections of these Declarations, each owner shall maintain and keep his/her lot safe at all times and in sanitary condition and repair. Said responsibility shall extend to the correction of any and all unsafe or unsanitary conditions which reasonably could interfere with the enjoyment by other lot owners within Zion View Estates.

19. **Site Distance at Intersections.** No structure, fence, wall hedge, shrub, or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the street lines. The same shall be true in the case of a rounded property corner adjacent to the intersection from the street property lines extended.

No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of the appropriate sight lines.

20. **Landscaping.** Upon occupancy of the lot and manufactured home within Zion View Estates, the front yard landscaping shall be complete. Within one (1) year from the date of occupancy of the manufactured home the owner shall complete the landscaping on the remainder of the lot harmony with the front yard.

Landscaping shall include, but not be limited to the planting of lawn, grass, trees, or other appropriate ground cover or shrubbery. No poisonous or noxious plants or vegetation shall be allowed, including, but not limited to plants such as oleanders.

In addition, at the owner's discretion, landscaping using a desert or arid motif is permitted, subject to compliance with the conditions and restrictions contained in these Declarations.

At all times during ownership in Zion View Estates, the owner shall maintain the yard's landscaping by keeping it pleasant to the view, free of weeds and garbage.

Should any lot owner fail to comply with the provisions of this Section, any other land owner within Zion View Estates, or other governmental authority, shall have the right, pursuant to the Declarations, to seek an order from a court of appropriate jurisdiction to require specific performance in cleaning up and maintaining the yards as outlined in these Declarations. In addition, upon court order, the complaining land owner may have the authority to complete and/or clean up the offending lot owner's property and require the lot owner to pay the actual costs for such completion or clean up. All actual attorney's fees and costs incurred in the legal action as well as the actual expenses incurred in connection with such compliance with these provisions, shall constitute a lien on such lot owner's lot and shall also be a personal obligation of the lot owner, enforceable at law, until full restitution has been received by the complaining lot owner.

21. **Outside Lighting Requirements.** Any light used to illuminate garages, patios, parking areas, driveways, walkways, or for any other purpose, shall be arranged and installed as to reflect light away from adjacent residences and away from the vision of passing motorists.

22. **Walls and Other Barriers.** Walls, fences and barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner and in compliance with LaVerkin ordinances and other applicable state and federal laws.

Prior to construction, plans for the walls, fences, and/or barriers shall be submitted to the LaVerkin City Building Inspector for approval. Permitted materials shall be block, cinder block, brick, white plastic fencing, or stucco which blends with the exterior of the structure on the lot. Poured concrete or concrete sections are allowed only if such materials are constructed with a finished surface. No wire mesh is allowed as a fencing material. Chain link fencing shall only be allowed in the back yard and side yards.

Walls and fences shall not exceed three (3) feet in height in the front yard extending back to the twenty-five foot (25') set back line. Back walls and fences in the side and back yards shall not exceed six feet (6') in height.

All walls, fences, and barriers shall be kept in good repair and visually pleasing to other owners and visitors to Zion View Estates. The owner's failure to maintain the walls, fences, and barriers may result in legal action to enforce the conditions.

23. **Roof Mounted Air Conditioning, Heat Pumps, and Solar Panels.** Air conditioning units, heat pumps, and solar panels shall be allowed to be mounted on roofs only if they cannot be viewed or seen from the street in front of the lot.

24. **Time Sharing Prohibited.** Neither GDC nor the owner of any lot/manufactured home shall allow or permit any form of time-share ownership.

25. **Damages to Street, Curb or Gutter.** Any damage incurred on existing improvements such as curbs, gutters, streets, concrete sidewalks, etc. by owner(s) and/or their agents, must be repaired as soon as possible after such damage is discovered. The actual expense of the repair or replacement shall be borne by the owner(s) who did the damage.

26. **Leases.** Should any lease or rental agreement be entered into between a lot owner and a potential lessee, the lease shall be required to provide that the terms of the lease shall incorporate the terms and provisions of these Declarations. The Lease shall be in writing and shall include language to the effect that the lessee has received a copy of these Declarations and that he/she has read and understands the provisions and agrees to be bound by their terms. The lessee's failure to comply with any of the Declaration provisions shall be a provision of default under the terms of the Lease. In no event shall a lease agreement be for a term less than 30 days.

27. **Signs.** No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any lot, part or portion of the property. No sign of any kind, except signs used for the advertisement of a lot/manufactured home for sale or rent or for political purposes, limited to one sign per lot of not more than five square feet (5') in size, shall be used, placed or displayed to the public view on any part or portion of the property.

GDC or its agents may, however, place signs on any lot within Zion View Estates for the purpose of advertising the development and/or initial sale of any lot, part, or portion of the property.

Should billboards or signs be placed on any lot outside the provisions of this section, appropriate legal action may be taken by GDC, its agents, or any Zion View Estate landowner to enforce the provisions of this Declaration and be compensated for actual costs incurred therein.

ARTICLE III
DURATION, ENFORCEMENT, AMENDMENT

1. **Duration of Restrictions.** The covenants and restrictions contained herein shall run with and bind the land for a period of thirty (30) years from the date this document is recorded. Thereafter, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, subject to amendment as provided for below.

During the Development Phase (See, Article I, Paragraph 6, above) the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time from time to time by the developer ("GDC") or it's successors or assigns, by recorded instrument.

Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than the owners of seventy-five percent (75%) of the number of lots. Any amendment after the completion of the Development Phase shall require a thirty (30) day written notice of any proposed amendment(s) be sent (as outlined below) to every owner of any lot, part, or portion of the property.

2. **Notices.** Any notice required pursuant to the provisions of this Declaration as to any lot owner shall be deemed to have been properly sent when mailed, first class postage fully prepaid, to the last known address of the lot owner as shown on the property tax roles of Washington County, State of Utah.

3. **Construction and Severability.** All restrictions, covenants, and conditions contained in this Declaration shall be construed as a whole. Invalidation of any one of the restrictions, covenants, and/or conditions, or any part therefor, shall in no way affect the enforceability or applicability of any of the remaining restrictions, covenants, or conditions of this Declaration.

4. **Violation of this Declaration Constitutes Nuisance.** Every act or omission whereby a restriction, covenant, or condition in this Declaration is violated, whether in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer/GDC or lot owner or owners from time to time. Any remedies provided within this Declaration shall be cumulative and not exclusive to the complaining lot owner(s).

5. **Enforcement.** Each and all other restrictions, covenants, and conditions contained in this document are for the benefit of the Developer/GDC and the owner(s) of the lots within Zion View Estates. Each restrictive covenant and condition shall inure to the benefit of, shall pass with the sale of each and every lot and manufactured home, shall apply to and be binding upon each and every successor in interest.

The restrictions, covenants, and conditions are covenants of equitable servitude. The actual or threatened breach, or the continuance of any such breach may be enjoined, abated, or remedied

by appropriate proceedings at law or in equity by the Developer/GDC or lot owner(s) affected by the actual or threatened breach. However, no such breach shall effect or impair the lien of a bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said lot and manufactured home shall be bound and obligated by the restrictions, covenants and conditions, whether such ownership is obtained by foreclosure at a trustee's sale, bankruptcy proceeding, or otherwise.

6. **Right to Enforce Declaration of Covenants, Conditions, and Restrictions.** The provisions contained in this Declaration shall bind and enure to the benefit of and be enforceable by the Developer/GDC and/or by the lot owner(s) of the affected lots and manufactured homes, or their legal representatives, heirs, successors, or assigns. In addition the city of LaVerkin may enforce the terms of this Declaration rather than the terms of the applicable building and zoning ordinances. Should any covenant, condition, or restriction for Zion View Estates be deemed to be inconsistent or in conflict with restrictions set forth in the LaVerkin building and zoning ordinances, the ordinances shall govern so long as the ordinances are more restrictive than the Declaration. Where the covenants, conditions, and restrictions are more restrictive than the ordinances, the conflicting Declaration shall govern.

7. **Amendments.** Developer/GDC reserves the right to amend this Declaration of Conditions, Covenants, and Restrictions as it determines necessary during the Development Phase of Zion View Estates for the purpose of bringing this Declaration into compliance with the rules and regulations of any lending institution or governmental agency created for the purpose of making, underwriting, purchasing, or guaranteeing the repayment of loans for the purchase of manufactured housing within Zion View Estates.

Developer/GDC's right to amend shall not require the vote or approval of any lot owner and shall be independent of all other rights granted to or reserved by the Developer/GDC in this Declaration and shall continue until all lots, in all phases of Zion View Estates have been conveyed.

All lot owners shall be given a copy of the current Declaration in place at the time they purchase their lot within Zion View Estates. Upon completion of the Declaration Phase, Developer/GDC shall provide all lot owners with a final copy of the recorded Declaration for their records and future use.

8. **Amendment Subsequent to Development Phase.** Upon completion of the Development Phase of Zion View Estates, this Declaration may be amended by an instrument signed by not less than two-thirds of the owners of all lots within Zion View Estates which amendment shall be effective upon recordation in the office of the Washington County Recorder, St. George, Utah. Prior to any material amendment(s) to this Declaration, written notice of the

