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12/10/2012 12:19:00 PM \$73.00  
Book - 10086 Pg - 157-166  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 10 P.

When Recorded return to:  
Echo Ridge LC  
210 North Preston Drive  
Alpine, Utah 84004

**First Restated**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR ALL PHASES OF ECHO RIDGE SUBDIVISION**  
**(These declarations completely supersede and replace all previous CC&R's)**  
This declaration is made November 5,, 2012  
By  
**Echo Ridge LC, and Ketchum Legacy, LC**  
Hereinafter referred to as "Declarants"

**RECITALS**

**Whereas**, Declarants are the owners of Echo Ridge Subdivision, located in West Jordan City, State of Utah, and

**Whereas**, Declarants deem that one common declaration of Covenants, Conditions and Restrictions is desirable for all phases of the Echo Ridge Subdivision, as shown on the recorded plats, and that Declarants may add additional phases to the Echo Ridge subdivision from time to time in the sole discretion of the Declarants, and

**Whereas**, Declarants intend that all lots in the Echo Ridge subdivision will be subject to the following Covenants, Conditions and Restrictions,

**Now Therefore**, Declarants declare, for the purpose of protecting the value and desirability of the subdivision, these Covenants, Conditions and Restrictions are binding on all parties having any right, title and or interest in any of the lots or part thereof and all subsequent grantees, their heirs, executors, administrators, successors, assigns, that Declarants, with the recording of document, hereby amends, hereby completely replaces and supersedes all previous declarations, conditions and restrictions as follows:

**Section I. Architectural Review Committee - Architectural Control**

- A. No home or other structure shall be erected, placed or altered on any lot until the construction plans and specifications, including exterior color schemes and materials along with a site plan showing the location of the proposed structure or improvements on the lot have been given written approval by the Architectural Review Committee (ARC). A minimum of thirty (30) business days must be provided for ARC review and approval of all plans. **SPECIAL NOTE:** In order to avoid overly bold and outlandish color schemes, which will not blend well in the overall community, the ARC reserves all rights to approve final color and material selections. The ARC shall have the authority to require that the plans conform with the color schemes and designs previously approved. Builders intending to build more than one home in the subdivision may obtain pre-approval of plans, elevation

options and exterior colors by submitting the plans, elevation options and color boards to the ARC in advance. Approval of individual homes is not required if Builder obtained such pre-approval and then constructs homes consistent with the approved plans, elevations and colors, as well as having met all West Jordan City architectural requirements. Home elevations, colors and in some cases plans, may not be repeated too frequently. The frequency of repetition must be submitted for approval by the ARC.

- B. The Architectural Review Committee shall initially consist of Darrel Back and James Ivins of Ketchum Legacy, LC and Joel Kester of Echo Ridge LC. If any member of the ARC shall cease to serve for any reason, the Declarants, or their successors or assigns may appoint a replacement from amongst the Owners in the Echo Ridge Subdivision. The ARC shall always consist of a minimum of two (2) of the Owners in the Echo Ridge Subdivision. In the event, a) Darrell Back, James Ivins and Joel Kester cease to serve as members of the ARC for any reason, and, b) in the event the Declarants fails to designate one or more successors, then a majority of the Owners (one vote per residential or non-residential lot) shall elect a successors. Once the Homeowners Association (HOA) is functioning as provided herein, members of the ARC shall notify the HOA in writing of, a) of the names and addresses of the members of the ARC, and b) concerning any resignation from the ARC.
- C. Approval from the ARC shall be obtained with respect to harmony of external design with existing structures, type and quality of proposed materials and methods of construction and with respect to location of the home or any other structures on the lot including the elevation in relation to the road on which the dwelling fronts, the elevation of other homes in the Echo Ridge Subdivision and the elevation of other unimproved lots in the Echo Ridge Subdivision. The structure must be constructed in accordance with such approval. The ARC has the right to examine the improvements as they are being constructed to make certain the construction takes place in accordance with the approved plans. All decisions by ARC are final. Any costs borne by the ARC and/or the Homeowners Owners Association to enforce these guidelines will be borne by the Owner and paid to the Homeowners Association (HOA).
- D. If the ARC fails to approve or disapprove any plans in writing within thirty (30) days after the plans have been submitted to it, such approval will not be required and the improvement will be deemed to be in compliance with this covenant.
- E. Neither the members of the ARC nor their designated representatives, if any, shall be entitled to any compensation for any of the services performed pursuant to this covenant, nor shall any of the purchasers of the lots or their successors in interest have any personal recourse against any members of the ARC or HOA as a result of their actions to enforce the terms of these restrictions or any alleged failure to enforce compliance with these restrictions.

- F. Any and all approvals shall be a simple majority vote of the ARC or HOA.
- G. The names and contact information for James Ivins, Darrell Back and Joel Kester are as follows:

Echo Ridge LC, care of Joel Kester  
210 north Preston Drive  
Alpine, Utah. 84004  
801-756-7775

Ketchum Legacy, LC, care of Darrell Back and James Ivins  
64 East 6400 South  
Suite 100  
Salt Lake City, Utah 84107  
801-624-8888

Any changes in the membership of the ARC and/or contact information shall be reflected by written notice delivered to all homes/business addresses in Echo Ridge Subdivision. Any Owner may request in writing to the ARC that such notices be sent to them at an address different than the property address in Echo Ridge Subdivision.

## **Section II. Home Owners Association (HOA)**

All Owners of lots in Echo Ridge Subdivision will become members of the HOA and be subject to a monthly fee to pay for common area maintenance, detention basin maintenance and costs associated with the operation of the HOA. The initial assessment will be \$10.00 per month for each residential lot and \$35.00 per month for each industrial lot, payable yearly in advance, or as otherwise determined by the HOA. The Church Meetinghouse located within the subdivision will not incur any assessments or fees, except that the Church shall be required to pay its pro rata share of costs incurred to maintain the detention basin, with said charge to be calculated by both the area and effect of the water runoff created by the Church site and its parking lot. The Church shall also be responsible for the maintenance of its adjoining park strips and open space as required by the City. The Declarants may adjust the fees as may be reasonably required as a transfer fee or to maintain the open space and administer the ARC and HOA. Following the termination of management by the Declarants, the HOA may adjust this assessment from time to time by a vote consisting of sixty six (66) percent of members attending a properly noticed meeting of the HOA. All meetings of the HOA in which fees are adjusted must be noticed a minimum of 15 days prior to the meeting, said notice shall be in writing and posted conspicuously in all phases of the subdivision. The HOA has the right to lien any property, which does not keep current its obligation to the Association. The HOA shall meet regularly but not less than once per year. The HOA board and officers may meet more frequently as required to conduct the business of the HOA.

The initial HOA Officers shall consist of Darrel Back and James Ivins of Ketchum Legacy, LC and Joel Kester of Echo Ridge LC. The offices of the HOA are President, Vice President and Secretary/Treasurer.

The Declarants, or the HOA has the right to, a) assess a minimum transfer fee of \$100 or the reasonable cost of registering the transfer of the sale of any lot on the HOA records, whichever is greater, upon the sale or transfer of any lot, and b) levy a fine of up to \$100.00 per infraction/per month for violations to any of these CC&R's or the rules of the HOA. The HOA may lien the subject property if necessary to protect the other Owners and to secure the debt. Should the HOA require the services of Legal Counsel to hold any Owner accountable to these CC&R's, the offending party, if found to be in violation or out of compliance, shall be responsible for the costs and reasonable attorney's fees of the petitioner or plaintiff.

The Declarant shall have the authority to establish as one Legal Entity, the Home Owners Association and the Architectural Review Committee.

### **Section III. Planned Use and Building Type**

Improvements erected on any lot in the Echo Ridge Subdivision shall be used exclusively for residential single family dwellings, with the exception of, a) The area currently zoned light industrial and identified as lots -1-5, 44 and 42 as shown on the official plat recorded in the office of the County Recorder's office on the eastern edge of the subdivision and, b) A Church Meetinghouse site on the northern edge of the subdivision as shown on the official plat recorded in the office of the County Recorder's office.

The Declarants may rezone any part of the subdivision and or add phases should adjacent property be acquired, which may include higher density residential lots or other uses the Declarants may feel are warranted for the area. Any such areas added, modified or rezoned shall enjoy the same rights and benefits under these CC&R's as all other Owners.

### **Section IV. Dwelling Quality and Size**

- A. Construction of homes shall meet the requirements for the zone in which the subject construction is proposed, be single-family type, not exceed two stories in height and have a minimum two (2) car garage.
- B. The exterior walls of each home shall be of masonry construction, which is defined as stucco, cultured stone, stone or brick, cement siding or combinations thereof and meet the City standard for the appropriate subzone. In addition, the front elevation of the home must vary through the creative use of Brick, Stone, Cement Siding, Stucco, Pop outs, Bay windows, Shutters, Decorative Venting, etc., to insure an attractive exterior appearance. The ARC reserves the right to require additional use of these elements to insure an attractive exterior of the home.
- C. Roofing material must be an architectural grade type asphalt shingle. Accent roof materials may be approved in copper and or metal standing metal seam type roof material. All roofing must be of blended color shingles, unless approved otherwise by the ARC. All roof vents must be of similar color to the roofing. Soffit and fascia may be metal or wood to match the architectural of the home. The rooflines of the homes must be varied through the creative use of Hip roofs, Dormers, Gables and sub Gables,

Chimneys, Eave treatments, etc. The ARC reserves the right to require additional use of these elements to insure an attractive exterior of the home.

- D. Each home shall have a private attached garage or an architecturally compatible detached garage. The garage shall have space for not less than two cars and shall be constructed at the same time the dwelling is constructed. The garage shall use the same exterior materials as the home and the roofline of the garage shall match the roofline of the home.
- E. Owners of all vacant lots must keep lots clear of weeds and debris. No weeds or grasses in un-landscaped areas may exceed six (6) inches in height. If lots are not maintained in a slightly manner in the opinion of the ARC or HOA, then the HOA may, but is not required to, impose a fine of \$100.00 per month and place a lien upon the lot in non-compliance and take further action as provided by law. The ARC upon a simple majority vote of the Members may waive the requirement of this section.

#### **Section V. Building Location and Landscaping**

Except for the Declarants, and or assigns, Owners of a lot in the Subdivision must commence construction of a home or commercial building on the lot within twelve (12) months of purchase of the lot from the Declarants or assigns, and the construction must be completed within twelve (12) months after its commencement. This requirement of timely building may be waived by the ARC upon submittal of a valid reason for their consideration and a unanimous vote granting such extension from the ARC.

- A. No lot may be re-graded or the topography of the lot altered in such a manner so as adversely affect the natural drainage of the lots. All surface water must be controlled on each individual lot and directed to the subdivisions storm sewer management system. A drainage plan, as part of the site plan must accompany the plan approval from the ARC.
- B. No fence over 36 inches in height may be erected or maintained on any lot or lots in the area between the front plane of the home on the lot and the front property line of the lot. No lot on which a home has not been constructed may be fenced unless the lot is adjacent to a lot or lots owned by the same Owner/s on which there is a home constructed. In this case and with ARC approval, these additional lots may be fenced so long as no fence over 36 inches in height is located in front of the front plane of the home. All other fences must be six (6) feet in height. No fence may be over six (6) feet in height. All rear yard fencing adjoining streets must be of similar material to the property border fence for Echo Ridge Subdivision. The ARC must approve all types of fencing materials and colors in writing. White vinyl and chain link fencing is not permitted.
- C. All residences shall be single-family in nature in accordance with the R-1-8 and R-1-10 zoning districts applied at the time of recording the Echo Ridge plats.
- D. Any excess soil or other debris on a lot must be removed from the Echo Ridge Subdivision at the homeowner's expense one (1) month after completion of construction of the home on the lot. No trees, boulders, debris or building materials

are to be placed, stored, or staged on any lot other than the individual lot currently being built upon.

- E. All lots with a home and adjoining lots owned by the same Owner, whether or not a home is constructed on the adjacent lot, must be fully landscaped and regularly maintained. Twenty percent (20%) of front yard landscaping shall consist of trees, rock, bushes and shrubs. All City standards must be met. All front, rear, and side yards shall be maintained in a neat and uncluttered manner at all times. Front and side yards must be landscaped at the completion of the residence (weather permitting or bonded) and the rear yards within one (1) year of completion.
- F. No detached accessory buildings may be erected and maintained on any lot unless they are constructed of the same material and of the same type of architectural design as the home. Storage sheds and detached accessory buildings smaller than 150 square feet must meet City requirements as to size and setbacks and at a minimum be the same colors as the residence.
- G. All driveways must be constructed out of concrete or paver system as approved by the ARC.

#### **Section VI. Residential Area Covenants**

- A. No noxious or offensive condition or activity shall be carried on or allowed upon any lot, nor shall anything be done on the lot, which may be or may become an annoyance or nuisance to any resident of the Echo Ridge Subdivision. This includes but is not limited to the outside storage of materials of various types, RV's, trailers and other items.
- B. Any boats, motor homes, and vehicle trailers stored on the premises shall be maintained in an enclosed garage, or, in the alternative, shall be maintained as closely as possible alongside a garage or the home, and behind a fence which is no further forward than the front plane of the home. The storage of vehicles outside of an enclosed structure, which are un-licensed or un-drivable is not allowed.
- C. All exterior lighting shall be placed so as to not shine into the windows or yards of adjoining lots.
- D. No signs shall be erected or permitted to remain on any lot or upon any structure on the lot except a sign not exceeding three (3) feet wide and two (2) feet high displayed in connection with the rental, lease or sale of the premises. No sign shall be permitted to be displayed more than ninety (90) days consecutively. Any home business **MUST** conform to all City ordinances and be accompanied by a valid City business license. No sign shall be allowed noting a home business. Builders may erect signage on any lot they are constructing a home, which may be larger than the requirements defined herein.
- E. Pets are permitted per City ordinance, no pet enclosures or houses shall be erected on any lot, except at the rear of the home and in such a manner that they shall not be viewable from the public street and must comply with all City ordinances. All pets must

be kept on the owner's property and meet City leash laws. Any owner not abiding these rules must remove the pet from the premises.

- F. No rubbish, garbage, or debris shall be allowed to remain on any lot. Trash, garbage, or other debris shall be kept in sanitary, enclosed containers. No rubbish, garbage, or debris shall be burned.
- G. The City is not responsible for insuring the validity and/or enforcement of the CC&R's.
- H. The City is not liable for anything that happens on common properties.

The City is not responsible for damage done to common areas and/or fencing/walls.

### **Section VII. Industrial Area Covenants**

- A. No open storage of vehicles or equipment is allowed, except behind fencing/screening, which blocks them from view of any public street and is approved by the ARC.
- B. Any and all operations of any business must be conducted within the building and not outdoors.
- C. No objectionable businesses as determined by the HOA and ARC may be located on the commercial or industrial lots. No business shall be allowed which creates sound above levels conducive to a residential neighborhood, in the sole judgment of the ARC. No business may emit any significant odors through the course of their operations.

### **Section VIII. General Provisions**

- A. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which the covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a minimum of eighty five (85) percent of the owners of lots has been recorded agreeing to change the covenants in whole or in part.
- B. Notwithstanding anything to the contrary contained in these restrictions, the Declarants and or assigns shall have the right, at any time, without the approval or consent of any party or entity, to amend these restrictions by an instrument in writing, duly signed, acknowledged and filed for record in the Salt Lake County Recorders office. This right is reserved for a period of seven (7) years or until ninety (90) percent of the lots have been sold in Phases I through IV, whichever is longer. After ninety (90) percent of the lots are sold in Phases I through IV, the HOA shall assume all rights of amendment under the CC&R's. If any covenant is adjudged to be invalid or void by judgment or order of a court of record, all other covenants contained I this declaration shall remain in full force and effect.

- C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, cause the removal of violating structures or improvements or to recover damages and costs. The offending party or parties, if found to be in violation or out of compliance, shall be responsible for all costs and reasonable attorney's fees of the petitioner or plaintiff. The HOA and ARC shall not be liable for damages of any kind, including legal expense, caused by any action taken in good faith.
- D. Purchasers of the lots affected by these restrictions and their successors in interest will have no recourse against Echo Ridge LC, any of its members or against any members of the ARC, The HOA, its agents and representatives or their successors in interest as a result of any failure to enforce compliance with these restrictions.
- E. No temporary structures such as a trailer, shack, garage or other similar outbuilding may be used as a residence.
- F. Each lot Owner and or their Contractor is responsible for any and all damage to subdivision improvements, including but not limited to sidewalks, curb, gutter and asphalt. Mud, dirt and other materials must be removed promptly from the street in accordance with all City standards. Any fine imposed by the City or other Government Agency is the responsibility of the lot Owner and its Contractor.
- G. The areas maintained by the HOA include the twenty (20) foot buffer strip and the detention basin. The landscaping shall be maintained in accordance with the standards of the City. The City is not responsible for any such maintenance or other associated costs.
- H. The initial fees for HOA provided maintenance will increase over time as the costs to provide the maintenance rise.
- I. Owners may not erect or maintain a permanent structure on any common area. The landscaping may not be altered in any way. These areas may only be used for recreational purposes. See exhibit "A" for map of common areas.
- J. All improvements shall be made by lot Owners or the Agents of lot owners and all activities on any lot shall be undertaken in conformity with the laws and statutes of the City of West Jordan and the State of Utah, as well as any Covenants, Conditions and Restrictions for this subdivision, which may apply.

#### Section IX. Exclusions to Declaration

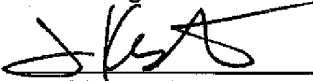
Lot 6, Echo Ridge Subdivision Plat Phase 1, according to the official plat thereof on file in the Office of the Salt Lake County Recorder shall bear the burden of maintaining according to City requirements all park strips and open areas abutting said Lot 6, and excepting that obligation is otherwise: (i) hereby removed from the purview of the Declaration, and all obligations, and liabilities associated therewith, (ii) removed from the Home Owners Association of the Echo Ridge Subdivision



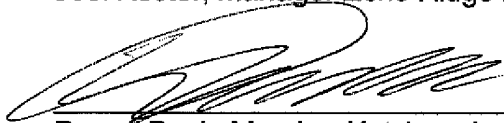
(the "HOA"), and (iii) made exempt from any and all fees and covenants associated with the HOA and the Declaration.

**In Witness whereof**, the undersigned, being the Declarants herein have hereunto set their hands the 10<sup>th</sup> day of May 2012.

Declarants:  
Echo Ridge LC



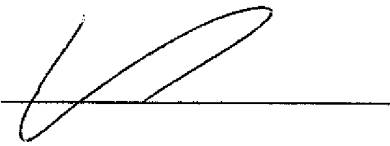
\_\_\_\_\_  
Joel Kester, Manager Echo Ridge LC



\_\_\_\_\_  
Darrell Back, Member Ketchum Legacy, LC

STATE OF UTAH            )  
                                          ) ss  
County of SALT LAKE    )

On the 10<sup>th</sup> day of May 2012 personally appeared before me the Declarants, Joel Kester, of the within instrument, who duly acknowledged to me that they executed the same as Joel Kester, Manager of Echo Ridge LC a Utah limited liability company, with Darrell Back, signing as the member of Ketchum Legacy, LC, a Utah limited liability company,



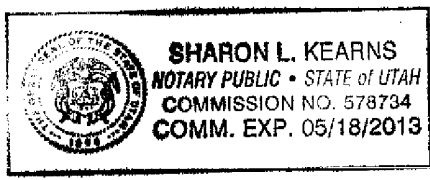
**Notary Public**

**My Commission Expires:**

5/18/13

**Residing at:**

SLC



## Exhibit "A"

Parcel 1:

Lots 1 through 21, inclusive, Parcel A and Parcel B, ECHO RIDGE SUBDIVISION PLAT PHASE 1, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcel 2:

Lots 22 through 46, inclusive, and Parcel C, ECHO RIDGE SUBDIVISION PLAT PHASE 1, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

26-10-227-001	26-10-228-004	26-10-228-019
26-10-227-002	26-10-228-003	26-10-230-006
26-10-227-003	26-10-228-002	26-10-230-007
26-10-227-004	26-10-228-001	26-10-230-008
26-10-227-005	26-10-229-007	26-10-230-009
26-10-226-008	26-10-230-002	26-10-230-010
26-10-229-001	26-10-228-009	26-10-230-005
26-10-229-002	26-10-228-010	26-10-230-004
26-10-229-003	26-10-228-011	26-10-230-003
26-10-229-004	26-10-228-012	26-10-227-006
26-10-229-005	26-10-228-013	26-10-227-007
26-10-229-006	26-10-228-014	26-10-231-003
26-10-230-001	26-10-228-015	26-10-231-002
26-10-228-008	26-10-228-016	26-10-231-001
26-10-228-007	26-10-228-017	26-10-230-011
26-10-228-006	26-10-228-018	
26-10-228-005	26-10-228-020	