



ENT 16653:2010 PG 1 of 7  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Feb 26 4:54 pm FEE 153.00 BY SS  
RECORDED FOR PROVO LAND TITLE COMPANY

WHEN RECORDED, RETURN TO:  
Richard W. Jones, Esq.  
4605 Harrison Blvd, Third Floor  
Ogden, UT 84403

**FIRST AMENDMENT TO THE DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ELK RIDGE MEADOWS,  
A RESIDENTIAL COMMUNITY IN ELK RIDGE, UTAH**

This First Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions ("First Amended Declaration") is made this 8 day of December, 2009, by the owners of lots ("Owners") within the Elk Ridge Meadows Subdivision ("Elk Ridge").

**RECITALS**

A. A Declaration of Easements, Covenants, Conditions, and Restrictions for Elk Ridge Meadows, a Residential Community in Elk Ridge, Utah (the "CC&Rs") was recorded in the Office of the County Recorder for Utah County on December 20, 2006, as Entry No. 172090:2006, which CC&Rs serve as restrictive covenants for the real property located in Utah County, Utah, described in Exhibit "A", attached hereto. The Bylaws of Elk Ridge Meadows Homeowners's Association were recorded in the Office of the County Recorder for Utah County on December 6, 2007, as Entry No. 169567:2007 ("Bylaws"). The CC&Rs and Bylaws constitute a contract between all the Owners within the Elk Ridge Meadows Subdivision.

B. The Elk Ridge Meadows Owners Association, Inc. ("Association") was created on or about April 13, 2007, when articles of incorporation were filed with the Utah Department of Commerce in behalf of Elk Ridge Meadows Owners Association. The Elk Ridge Meadows Owners Association, Inc. was involuntarily dissolved when it failed to renew its filing with the State of Utah in April 2009. However, the Owners continue to be bound by the provisions of the CC&Rs and Bylaws. At the present time no board of directors or management committee has been elected to act in behalf of the Owners.

C. Pursuant to the terms of the CC&Rs, at any time the Owners of 75% of the Lots may amend the provisions of the CC&Rs, provided that so long as Declarant owns any portion of the Covered Property, as defined in the CCR's, Declarant's approval to any amendment shall be required.

D. Declarant no longer owns any portion of the Covered Property and therefore its approval of this First Amended Declaration is not required.

E. As a result of the existing difficult economic times, the Owners are desirous to dissolve the Association and convey all open space common property ("Open Space") within Elk Ridge that is not contained with a Lot to Elk Ridge City, and the City shall forever maintain the Open Space as a public park to be used by the Owners and residents of Elk Ridge City. Following the conveyance of the Open Space, Elk Ridge will no longer have any Open Space or common property to maintain and there will no longer be a need for an Association to collect assessments or to govern or maintain any property within Elk Ridge. The Owners have determined it is in their best interest to convey the Open Space to Elk Ridge City thus freeing the Owners of the obligation to pay maintenance fees or maintain the Open Space, while continuing to preserve the common area as open space and retaining the right of the Owners to use the Open Space as a park.

F. Owners wish to amend the CC&Rs by the recordation of this First Amended in the office of the Utah County Recorder as a binding instrument that shall run with the land.

G. All capitalized terms herein shall have the same meaning as those set forth in the CC&Rs unless otherwise stated herein.

NOW THEREFORE, the Owners hereby adopt this First Amended Declaration as follows:

#### AMENDMENT

1. The Owners, by voting to approve this First Amended Declaration, hereby elect a Board of Directors ("Board") consisting of three Owners, namely Centennial Bank, Inc., Proficio Bank, Inc., and Wentworth Development, LLC, which Board shall have the authority as stated herein to act in behalf of the Elk Ridge Owners.
2. The Board is authorized to execute this document upon the vote of 75 % of the Owners approving this First Amended Declaration.
3. The Board is authorized to take all actions necessary and to execute those documents needed to convey to Elk Ridge City the Open Space described in Exhibit "B".
4. Approval is hereby granted to Centennial Bank and Centennial Bank is authorized to amend the Elk Ridge Subdivision plat to vacate Open Space "C" & "D" and to subdivide Open Space "C" & "D" into three additional lots upon which homes can be built. (the legal description for Open Space "C" & "D" is set forth in Exhibit "C").
5. At such time as the Board has conveyed the Open Space to Elk Ridge City, the Board shall record a Notice of Dissolution against the property described in Exhibit "A", and upon the recording of the Notice of Dissolution, the Elk Ridge Meadows Owners Association shall

be permanently dissolved and the CC&Rs and Bylaws shall be rescinded and shall no longer serve as restrictive covenants against any of the Lots in the Elk Ridge Meadows Subdivision.

- 6. Following the Notice of Dissolution referred to herein, the Lots shall be subject only to the restrictive covenants set forth in Exhibit "D". The restrictive covenants set forth in Exhibit "D" shall be recorded against all the Lots described in Exhibit "A", and all other covenants, bylaws and encumbrances recorded by the Declarant or his successors shall no longer be of any force or effect against the Lots.

It is hereby certified that the Owners of more than seventy-five percent (75%) of the lots in the Elk Ridge Meadows Subdivision have voted to approve this First Amended Declaration.

Dated: December 8, 2009

ELK RIDGE MEADOWS SUBDIVISION OWNERS

By: [Signature]  
 Its: Senior Vice President

By: [Signature]  
 Its: Manager

By: [Signature]  
 Its: V.P.

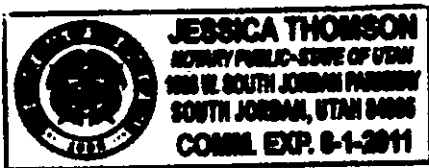
OWNERS ACKNOWLEDGMENT

STATE OF UTAH )

:ss.

COUNTY OF UTAH )

On the 8<sup>th</sup> day of December, 2009, personally appeared before me Centennial Bank, through its officer, Alan Thomson, and Wentworth Development, LLC through its manager, Thomas Henriod, who being by me duly sworn did say that they are members of the duly elected and authorized board of Elk Ridge Meadows Owners Association, and that the within and foregoing instrument was signed on behalf of said Association, and duly acknowledged to me that said Association executed the same.



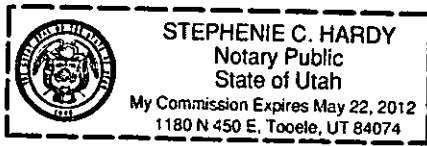
[Signature]  
 Notary Public

STATE OF UTAH )

:SS.

COUNTY OF Salt Lake

On the 20<sup>th</sup> day of December, 2009, personally appeared before me Proficio Bank, through its officer, Keith Bremser, who being by me duly sworn did say that he is a member of the duly elected and authorized board of Elk Ridge Meadows Owners Association, and that the within and foregoing instrument was signed on behalf of said Association and duly acknowledged to me that said Association executed the same.



*Stephenie C. Hardy*  
Notary Public

Exhibit "A"

Legal Description of Real Property  
in Elk Ridge Meadows  
subject to the CC&Rs and First Amended Declaration

LOTS 1 through 50, ELK RIDGE MEADOWS PHASE 1 SUBDV., ACCORDING TO THE  
OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE UTAH COUNTY  
RECORDERS

LOTS 1 through 82, ELK RIDGE MEADOWS PHASE 2 SUBDV., ACCORDING TO THE  
OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE UTAH COUNTY  
RECORDERS

**Exhibit "B"**

**Legal Descriptions of Open Space**

Open Space "A", Open Space "B", and Open Space "C", Elk Ridge Meadows Phase 1, a planned community development, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Open Space "A", Open Space "B", Elk Ridge Meadows Phase 2, a planned community development, according to the official plat thereof as recorded in the office of the Utah County Recorder.

**Exhibit "C"**

**Legal Descriptions of Open Space**

Open Space "C", Open Space "D", Elk Ridge Meadows Phase 2, a planned community development, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Exhibit "D"

Permanent Restrictive Covenants binding on all Lots described in Exhibit "A"

**Elk Ridge Meadows Restrictive Covenants**

The lots described in Exhibit "A" above are hereby subject to the following restrictive covenants:

1. All homes are to be built with staggered front yard set backs between 20' and 30' from the road right of way, 9 feet from the top back of curb.
2. Identical front elevations will not be built on neighboring lots or across the street from each other. Owners agree to take all necessary steps to ensure that a variety of home plans will be used to create a diverse neighborhood.
3. Acceptable exterior wall materials shall include: Brick, Stone or Pre-Cast Stone, Stucco, LP SmartSide and Cement Fiberboard. All other materials are not allowed. Use of Aluminum on the soffit and fascia is acceptable.
4. Front yard landscaping will be required on all interior lots. Front yard landscaping to consist of hydroseed or sod to the front corner of the home. Shrubs are to be used approximately every 2' along the edge of the hydroseed or sod to obscure the view from the front of the home to the side and back yard. Corner lots will have hydroseed or sod along the side yard facing a public street to back of property.
5. Planter strips along each street corridor will be planted with the same street tree type as called for in Elk Ridge City Code.
6. Tan vinyl fence shall be the only allowed fencing material. No fencing shall be allowed past the front corner of any home.
7. Any Owner of a Lot in Elk Ridge Meadows may enforce the provisions of these Restrictive Covenants by filing an action in the district court and shall be entitled to collect reasonable attorney fees and costs of court from any the Owner of any Lot in Elk Ridge Meadows that violates the provisions of these restrictive covenants.
8. These restrictive covenants may be amended by the affirmative vote of at least 67% of the lot owners, which vote may be taken with or without a meeting of the owners.