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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ECHO RIDGE LC  
210 NORTH PRESTON DRIVE  
ALPINE UTAH 84004  
BY: SAM, DEPUTY - WI 9 P.

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

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR ALL PHASES OF ECHO RIDGE SUBDIVISION**

This declaration is made May 10, 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 deems 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 from time to time in the sole discretion of the Declarants, and

**Whereas**, Declarants intend that all lots to 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 and assigns, shall be restricted in accordance with the following:

**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 structure on the lot has 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 colors, 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, including but not limited to the right to require that "earth tone" colors be required on all homes and buildings.

- B. 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 committee 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. Homes 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.
- C. 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 shall cease to serve for any reason, the Declarants, its 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 or Joel Kester cease to serve as members of the ARC for any reason, and, b) in the event the Declarants fails to designate a successor/s, then a majority of the Owners (one vote per residential or non-residential lot) shall elect a successor/s.
- D. 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 constructed to make certain the construction takes place in accordance with the plans. All decisions by ARC are final. Any costs borne by the ARC and Homeowners Owners Association to enforce these guidelines will be borne by the negligent Owner and paid to the Homeowners Association (HOA).
- E. If the ARC fails to approve or disapprove such plans 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.
- F. Neither the members of the committee nor their designated representatives 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 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.

G. Any and all approvals shall be a simple majority vote of the ARC or HOA.

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 committee members 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**

All Owners of lots in Echo Ridge Subdivision will become members of the Echo Ridge HOA and be subject to a monthly fee to pay for common area maintenance, detention basin maintenance and associated costs with the operation of the Owners Association. 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 Owners Association. The Church Meetinghouse will not incur any assessments or fees, except they shall be required to pay a pro rata share of costs incurred to maintain the debris basin, with said charge to be calculated by both the area and affect of the water runoff created by the Church site and its parking lot. The Owners of the Church shall also be responsible for the maintenance of its adjoining park strips and open space agreed to with 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 the form of a written notice 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 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. If any shall cease to serve for any reason, the remaining member/s may appoint a replacement from amongst the owners in the Echo Ridge Subdivision. The Owners Association shall always consist of at least two (2) of the lot Owners from the Echo Ridge Subdivision. In the event Darrell Back, James Ivins

or Joel Kester cease to serve as Officers of the Owners Association for any reason, and in the event the remaining member fails to designate a successor, a majority of the Owners (one vote per lot) shall elect a successor. The contact information of Darrell Back, James Ivins and Joel Kester are as follows:

Ketchum Legacy, LC, care of Darrell Back and James Ivins  
64 East 6400 south, Suite 100  
Salt Lake City, UT 84107

801-264-8888

Echo Ridge LC, care of Joel Kester  
210 North Preston Drive

Alpine, Utah 84004

801-756-7775

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. 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.
- 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. No solid color of white or black is permitted. 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.
- 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 Architectural Review Committee.

- 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 activity shall be carried on 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 omit 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 restriction, 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 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.

In Witness whereof, the undersigned, being the Declarants herein has hereunto set its hand the 10<sup>th</sup> day of May 2012.

Declarants:

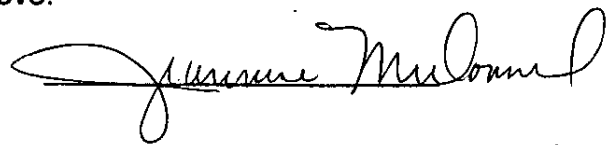
Echo Ridge LC

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

  
\_\_\_\_\_  
Sharon Kearns, Manager for Ketchum Legacy, LC

STATE OF UTAH            )  
                                          ) ss  
County of SALT LAKE    )

On the 20<sup>th</sup> July, 2012 personally appeared before me the Declarants as represented by Joel Kester, Manager of Echo Ridge LC and Sharon Kearns, Manager of Ketchum Legacy, LC. who did provide me with sufficient documentation that they are authorized to act for the Declarants and they executed the above.



**Notary Public**

**My Commission Expires:** 3/24/2014

**Residing at:** Salt Lake City  
Utah

