

WHEN RECORDED RETURN TO:
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AMENDED AND RESTATED
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

ELK RIDGE MEADOWS

This Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions completely amends, restates and terminates:

(1) Declaration of Easements, Covenants, Conditions and Restrictions for Elk Ridge Meadows, recorded in the Utah County Recorder's office on December 20, 2006, as Entry No: 172090:2006;

(2) Declaration of Annexation of Phase 1 of the Elk Ridge Meadows Subdivision within the Declaration of Easements, Covenants, Conditions, and Restrictions for Elk Ridge Meadows, a Residential Community in Elk Ridge, Utah, recorded in the Utah County Recorder's Office on June 13, 2007, as Entry No. 86199:2007;

(3) Bylaws of Elk Ridge Meadows Homeowner's Association recorded in the Utah County Recorder's Office on December 6, 2007, as Entry No. 169567:2007; and

(4) First Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions for Elk Ridge Meadows, A Residential Community in Elk Ridge, Utah, recorded in the Utah County Recorder's Office on February 26, 2010, as Entry No. 16653:2010.

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
ELK RIDGE MEADOWS**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELK RIDGE MEADOWS (this "**Declaration**") is executed as of this 29 day of November, 2012 (the "**Effective Date**") on behalf of all of the owners of lots (the "**Lot Owners**") within the Elk Ridge Meadows Subdivision ("**Elk Ridge**").

RECITALS

- A. Elk Ridge Managers, LLC, a Utah limited liability company, ("**ERM**"), as "**Declarant**" thereunder, recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions for Elk Meadows, a Residential Community in Elk Ridge, Utah, on December 20, 2006, as Entry No. 172090:2006, in the Utah County Recorder's Office (the "**Original Declaration**") affecting certain real property more particularly described therein (the "**Phase 2 Property**").
- B. ERM and Wentworth Development, L.L.C., a Utah limited liability company ("**Wentworth**") recorded that certain Declaration of Annexation of Phase 1 of the Elk Ridge Meadows Subdivision within the Declaration of Easements, Covenants, Conditions, and Restrictions for Elk Ridge Meadows, a Residential Community in Elk Ridge, Utah, on June 13, 2007, as Entry No. 86199:2007, in the Utah County Recorder's Office (the "**Annexation**"), annexing certain real property (the "**Phase 1 Property**") to the Original Declaration. The Phase 1 Property and the Phase 2 Property shall hereinafter collectively be referred to herein as the "**Property**" and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- C. ERM recorded those certain Bylaws of Elk Ridge Meadows Homeowners Association (the "**HOA**"), on December 6, 2007, as Entry No. 169567:2007, in the Utah County Recorder's Office (the "**Bylaws**").
- D. The HOA was involuntarily dissolved in April, 2009, when it failed to renew its filing with the State of Utah. There is no current Board of Directors, nor officers for the HOA.
- E. The Lot Owners recorded that certain First Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions for Elk Ridge Meadows, a Residential Community in Elk Ridge, Utah, on February 26, 2010, as Entry No. 16653:2010, in the Utah County Recorder's Office (the "**First Amendment**"),

which named a Board of Directors (the “**Board**”) to take the necessary actions to convey the open space common property (the “**Open Spaces**”) within Elk Ridge that is not contained within a Lot, to Elk Ridge City (the “**City**”), and other related actions, including the dissolution of the Elk Ridge Homeowners Association (the “**HOA**”).

- F. The Original Declaration, the Annexation, the Bylaws and the First Amendment shall collectively be referred to hereafter as the “**Old Declaration.**”
- G. ERM no longer owns any lots and therefore ERM’s Declarant control period has lapsed.
- H. The improvement of the Open Spaces in Phase 1 was never commenced and the improvements of the Open Spaces in Phase 2 were never completed and have since fallen in disrepair. Homes by Harmony, which owns several lots in the Phase 2 Property, and Rural Housing Development Corporation, which owns several building lots in the Phase 1 Property (each a “**Lot**”) have entered into separate development agreements with Elk Ridge City (the “**City**”) to improve / rehabilitate the Open Spaces at their own expense (without seeking reimbursement from the HOA or the other Lot Owners through HOA assessments or otherwise) and then to donate the Open Spaces to the City in exchange for the other Lot Owners agreeing to the terms of this Declaration.
- I. The Lot Owners now desire to be relieved of the obligation to (i) improve the Open Spaces and (ii) pay for the ongoing maintenance of the Open Spaces, and desire to (a) convey the Open Spaces or have the Open Spaces be conveyed to the City, (b) record this Declaration, and (c) have the other actions taken as set forth herein.
- J. The Lot Owners of all Lots affected by the Old Declaration were given notice of a member meeting that was held at the Salisbury model home, located at 98 Pheasant Glen, Elk Ridge, UT 84651 on Wednesday, October 24, 2012 at 8:00 pm. At the meeting, the Lot Owners elected, three (3) directors, Brad Bishop, Chris Sainsbury and Chris Salisbury (collectively, the “**Board**”) to sign this Declaration and the Lot Owners agreed to be bound hereby. At that time, a greater than two-thirds (2/3) majority of the Lot Owners voted in favor of recording this Declaration and authorizing the Board and the current owners of the Open Spaces to convey such property to the City, and the Board to take all other actions called for herein.

COVENANTS AND USE RESTRICTIONS

NOW, THEREFORE, for the reasons cited above, the Board acting on behalf of a legally sufficient super majority of the Lot Owners does hereby covenant, agree and declare that the Property shall be subject to the following covenants, conditions and restrictions, which restrictions may be enforced by the other Lot Owners.

1. Amendment, Restatement and Termination of the Old Declaration. The Old Declaration is hereby amended, restated and terminated, and is hereby replaced by this Declaration. Notwithstanding the foregoing, this Declaration shall relate back to December 20, 2006, the date of the recording of the Original Declaration.

2. Conveyance of the Open Spaces. The owners of the Open Spaces are hereby authorized and instructed to convey all Open Spaces to the City. The Board is authorized and instructed to sign such conveyance documents on behalf of the HOA.

3. Wind Up of HOA. The Board is hereby authorized to take all actions necessary to wind up and dissolve the HOA and to sign any and all documents necessary to effectuate the intent of this Declaration.

4. Architectural Restrictions. The Lots are subject to the following Architectural Restrictions, which shall govern the architecture of the dwellings permitted in the Elk Ridge subdivision:

4.1 Number of Dwellings. Only one single family residence (each a "***Dwelling***") may be constructed on any Lot. All Dwellings shall have an attached garage for at least two cars.

4.2 Guest Houses, Barns and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to City code and regulations.

4.3 Dwelling Size. Each Dwelling must meet the following requirements: Ramblers shall have a minimum of 1,478 square feet in the living area of the main floor. Two story dwellings shall have a minimum of 1,700 square feet of total living area above grade, with a minimum of 1,000 square feet of total living area on the main floor.

4.4 Dwelling Height and Width. No structure shall exceed two stories above the main floor or ground level for living space or be more than thirty-five feet above a point representing the average grade at the front setback line.

4.5 Dwelling Setback and Placement. No building shall be erected upon any Lot so that any part thereof, including eaves and overhangs, shall be:

(a) Closer than twenty (20) feet to the front boundary line of said premises which extends along a platted street in the subdivisions; and

(b) Closer than five (5) feet to any side boundary line. The total of both side setbacks shall be at least ten (10) feet in width; on side yards adjacent to a street requires

a twenty (20) foot setback with a total of both sides of at least twenty five (25) feet. The rear yard setback is thirty (30) feet.

4.6 Exterior Requirement. No structure shall be built with less than 100% of all the faces of the structure of either brick, stone or Pre-Cast Stone, Stucco, LP SmartSide and Cement Fiberboard. On at least 75% of the remaining homes to be built, the front of the home shall be built with at least 25% pre-cast stone or brick. All remaining homes to be built shall have a minimum of two of the listed substances. All other materials are not allowed. Use of Aluminum on the soffit and fascia is encouraged. Exposed cement foundation height on the front of any Dwelling shall reasonably meet not more than 18" above finished grade.

4.7 Roof Design. All roofs shall be pitched. The majority of roof pitches must be within a range of 6/12 to a 12/12 slope. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc. Metal roof accents are allowed. Mansard, fake mansard, A frame, gambrel, flat, curve-linear, and domed roof designs are prohibited. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum or galvanized metal painted to match the adjoining roof color.

4.8 Windows. All windows must be at least double glazed. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom either horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used.

4.9 Chimney, Vents. Chimneys must be enclosed in an approved material. No exposed metal flues are permitted. Vent stacks must be combined to the extent possible to minimize the number of roof penetrations, and should generally not be visible from the street in front of the Dwelling.

4.10 Antennas and Solar Panels. All antennas must be enclosed within the Dwelling. Satellite dishes shall not exceed three feet in height and should be located and screened in a manner so that they are not directly visible from the street. No satellite dishes shall be located in front or visible side yards. Solar panels will be permitted only if they lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. No antenna of any sort which is visible from the front of neighboring properties shall be allowed.

4.11 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed. Notwithstanding the foregoing, construction trailers or mobile offices may be parked on a Lot (or on the public right of way immediately adjacent to a Lot) during a period of active construction of a Dwelling on that Lot so long as the trailer or mobile office is not placed on (or in front of) any given Lot for a period in excess of six (6) months.

4.12 Balconies and Decks. Any balcony or deck installed on any Lot must conform to City code and regulations.

5. Landscape Standards. The Lots are subject to the following Landscape Standards, which shall govern the architecture of the dwellings permitted in the Elk Ridge subdivision:

5.1 Lawn and Landscaping Required. Front yard landscaping will be required on all interior lots. Front yard landscaping to consist of hydro seed or sod to the front corner of the home. Shrubs are to be used approximately every 2' along the edge of the hydro seed or sod to obscure the view from the front of the home to the side and back yard. Corner lots will have hydro seed or sod along the side yard facing a public street to back of property.

5.2 Placement of Trees and Shrubs. Planter strips along each street corridor will be planted with the same street tree type as called for in Elk Ridge City Code.

5.3 Sprinkler System. All front and side yard landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

5.4 Fences. Fencing shall be permitted for the Lots only in accordance with applicable City ordinances and must be decorative in nature. Barb wire and field fence on posts are prohibited. No chain link or wood is permitted as cross-fencing or in back and side yards where it is visible from roads.

5.5 Fires. All exterior fires and fire pits must be constructed and used in accordance with City code and regulations.

5.6 Compaction. Each Owner shall be responsible to ensure a compaction of soil and fill materials under all footings, structural, and flat concrete areas to a minimum compaction required by City code and regulations.

6. Exemption for Lot Owners with Completed Dwellings as of the Effective Date. As of the Effective Date, certain Lot Owners had completed Dwellings on their Lots (the "**Grandfathered Lots**"). The Grandfathered Lots are listed on Exhibit 6, which is attached hereto and made a part hereof. Except for the obligation to install landscaping as set forth in Paragraph 5, the Grandfathered Lots are hereby deemed to comply with the Architectural Restrictions and the Landscape Standards set forth herein.

7. No Assessments. The HOA has been dissolved and, since no common areas or Open Spaces are to be governed by the HOA, no assessments are required to be paid to the HOA by the Lot Owners. The Lot Owners acknowledge and thank Homes by Harmony and Rural Housing Development Corporation for their assistance in improving and assisting in the dedication of the Open Spaces to the City.

8. Indemnification. If at any time in the future this Declaration is deemed to be defective in any way, and any claim or action is brought against any of the following: Homes by

Harmony, Rural Housing Development Corporation, or any of their employees or officers or board members, or any member of the Board (collectively and individually, the “***Indemnified Parties***”) in connection with any matter related to this Declaration or in winding up the affairs of the HOA, then the Lot Owners and the HOA collectively and individually agree to indemnify and defend the Indemnified Parties (with counsel satisfactory to the Indemnified Parties) against any and all claims whatsoever.

9. Interpretation. The captions, which precede the Articles and Sections of this Declaration, are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both of the genders. The invalidity or non-enforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Lot Owners, and all parties who hereafter acquire any interest in a lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

11. Execution by Counterparts. This Declaration may be executed and acknowledged in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument, and all executed counterparts shall be deemed to be part of the Declaration.

The undersigned Board, on behalf of the Lot Owners, does sign and record this Declaration on the day and year first above written.

Brad Bishop
Brad Bishop, Board Member

Chris Sainsbury
Chris Sainsbury, Board Member

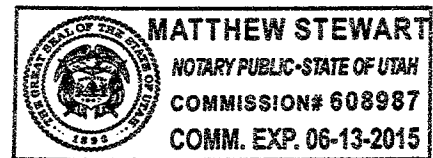
Chris Salisbury
Chris Salisbury, Board Member

STATE OF UTAH)
) :SS
COUNTY OF Utah)

On this 29 day of November, 2012, personally appeared before me Brad Bishop, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument as a Board member and on behalf of said nonprofit corporation, and that said nonprofit corporation executed the same.

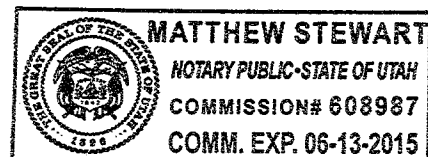
Matthew Stewart
Notary Public

STATE OF UTAH)
) :SS
COUNTY OF Utah)



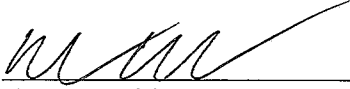
On this 29 day of November, 2012, personally appeared before me Chris Sainsbury, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument as a Board member and on behalf of said nonprofit corporation, and that said nonprofit corporation executed the same.

Matthew Stewart
Notary Public



STATE OF UTAH)
 :SS
COUNTY OF Utah)

On this 29 day of November, 2012, personally appeared before me Chris Salisbury, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she signed the foregoing instrument as a Board member and on behalf of said nonprofit corporation, and that said nonprofit corporation executed the same.



Notary Public

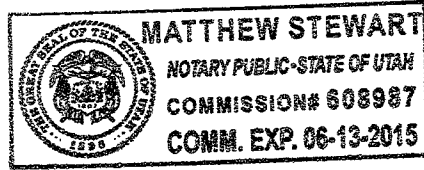


EXHIBIT A

Real property located in Utah County, State of Utah, and more particularly described as follows:

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

384070001	384070002	384070003	384070004	384070005
384070006	384070007	384070008	384070009	384070010
384070011	384070012	384070013	384070014	384070015
384070016	384070017	384070018	384070019	384070020
384070021	384070022	384070023	384070024	384070025
384070026	384070027	384070028	384070029	384070030
384070031	384070032	384070033	384070034	384070035
384070036	384070037	384070038	384070039	384070040
384070041	384070042	384070043	384070044	384070045
384070046	384070047	384070048	384070049	384070050
384070051*	384070052*	384070053*	384070054*	

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

384010001	384010002	384010003	384010004	384010005
384010006	384010007	384010008	384010009	384010010
384010011	384010012	384010013	384010014	384010015
384010016	384010017	384010018	384010019	384010020
384010021	384010022	384010023	384010024	384010025
384010026	384010027	384010028	384010029	384010030
384010031	384010032	384010033	384010034	384010035
384010036	384010037	384010038	384010039	384010040
384010041	384010042	384010043	384010044	384010045
384010046	384010047	384010048	384010049	384010050
384010051	384010052	384010053	384010054	384010055
384010056	384010057	384010058	384010059	384010060
384010061	384010062	384010063	384010064	384010065
384010066	384010067	384010068	384010069	384010070
384010071	384010072	384010073	384010074	384010075
384010076	384010077	384010078	384010079	384010080
384010081	384010082	384010083*	384010084*	384010085*
384010086*	384010087*			

* This Declaration is being indexed against the lots with an asterisk solely to clarify that the Old Declaration is hereby terminated. Otherwise, this Declaration shall have no effect and shall not encumber the lots with an asterisk.

EXHIBIT 6

Grandfathered Lots

Phase 1 – Elk Ridge Meadows Subdivision, Lots:

15, 16, 17, 21, 23, 24, 26, and 35.

Phase 2 – Elk Ridge Meadows Subdivision, Lots:

1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, 17, 18, 19, 20, 22, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 56, 57, 60, 61, 62, 66, 68, 70, 71, 73, 74, 75, 76, 78, 79, and 82.