

Est. at Ephraim Crossings, I

DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS
OF

CENTRAL UTAH TITLE THE ESTATES AT EPHRAIM CROSSING
ORDER NO. 29030-SA

THIS DECLARATION is made and adopted on April 10, 2021, by EC New Homes, LLC, a Nevada Limited Liability Company (hereinafter referred to as "Declarant) and becomes effective when recorded with the Sanpete County Recorder's Office.

BACKGROUND:

1. Declarant is the owner of certain real property (the "Property") located in Sanpete County, Utah, described in Exhibit A.
2. Declarant has or will be purchasing the Property, which is divided into 44 lots numbered 100 to 144, which are collectively named The Estates at Ephraim Crossing, and intends to build and sell residences on each Lot.
3. Declarant wants to establish a general plan for the use of the Property and establish covenants, conditions, and restrictions to maintain and enhance the value and livability of the Property under this Declaration. Declarant believes that this Declaration will enhance the value of the Property subject to the Declaration.
4. The Project is not a cooperative and no portions of the Project are condominiums governed by the Utah Condominium Ownership Act, Title 57, Chapter 8.
5. It is necessary to create a nonprofit corporation to oversee implementation of the development and improvement of the Lots, to ensure Lot Owners abide by the terms of this Declaration so that all Lot Owners can possess, use, and enjoy their respective property and the community in general; and to otherwise undertake the duties and responsibilities described in this Declaration.
6. It is not intended that this Declaration be read in conjunction with any deed or real estate purchase contract to create privity of contract between the Declarant and the Association.
7. Declarant explicitly reserves for itself the option in the future to expand the Property. This Declaration shall apply to such additional real property as may be hereafter annexed into the Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Declarant hereby declares that each Lot shall be owned, held, used, transferred, sold, conveyed, leased, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, and liens hereinafter set forth. All parts of this Declaration are conditions that run with the land and are benefits and burdens to all Lot Owners and

others with an interest in the Property or in any portion of the Property.

1. DEFINITIONS

As used herein, the following terms have the indicated meanings:

- a. "Act" shall mean the Utah Community Association Act, codified beginning at Utah Code §57-8a-101 et seq., as the same may be amended from time to time.
- b. "Additional Land" shall mean, without limitation, any parcel of land that is annexed into the Project or Property.
"Articles" shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.
- c. "Assessments" shall mean any charge imposed or levied by the Association against Owners including, without limitation, annual assessments, special assessments, individual assessments, and late fees and fines, all as provided in the Declaration.
- d. "Association" means The Estates at Ephraim Crossing Homeowners Association, an entity that shall be incorporated by Declarant as a Utah nonprofit corporation.
- e. "Board" shall mean the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles and Bylaws. The Board is the governing body of the Association.
- f. "Board Member" shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.
- g. "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time. The initial Bylaws of the Association are attached to this Declaration as Exhibit B.
- h. "Common Areas" shall mean any land or improvements identified on the Plat as Common Area, Association or Project signs or monuments, or any other property within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion.
- i. "Common Expenses" shall mean (a) all sums lawfully assessed against Lot Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas or other components which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; (f) expenses incurred by the Association or the Board in carrying out their authorized obligations and responsibilities; (g) expenses for the use and maintenance of any easement areas that may be shared with an adjoining property (if any); and (h) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.
- j. "Declarant" shall mean EC New Homes, LLC, a Nevada limited liability company, and any successor in interest.

- k. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for The Estates at Ephraim Crossing, as the same may be amended from time to time.
- l. "Governing Documents" shall mean collectively the Declaration, Plat, Articles, Bylaws, and any Rules of the Association.
- m. "Lot Owner" or "Owner" shall mean and refer to the fee simple title holders of a Lot within The Estates at Ephraim Crossing.
- n. "Lot" shall mean the parcels of land numbered 101 to 144 as shown on and included in the Plat of Ephraim South Subdivision. Lot shall also include any amendments or additions to the Plat.
- o. "Period of Administrative Control" shall mean and refer to the period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (1) the passage of 10 years from the recording of this Declaration, (2) 60 days after the date when Declarant has conveyed all Lots to unrelated parties (for purposes of this provision, an unrelated party means an individual or entity not owned or affiliated with Declarant or its principals), including Lots that may be included within the Additional Land, or (3) when Declarant otherwise relinquishes its control rights in a recorded document.
- p. "Plat" shall mean the official subdivision plat(s) of The Estates at Ephraim Crossing, as recorded in the Official Record of the Sanpete County Recorder, as the same may be amended from time to time.
- q. "Proceeding" shall mean a lawsuit, arbitration, mediation, or an administrative or governmental proceeding.
- r. "Project" shall mean and refer to The Estates at Ephraim Crossing development and shall include the Property, together with the residences, improvements, and other permanent fixtures located thereon, and all easements and rights appurtenant thereto.
- s. "Rules" shall mean the rules, regulations, policies, architectural guidelines, resolutions, etc. adopted by the Board on behalf of the Association.

2. APPLICABILITY

- a. Declarant is recording this Declaration to establish a plan for the construction and future use and enjoyment of the Property described with Plat. This Declaration applies to the real property described in the Plat, including each Lot, and the covenants, conditions, and restrictions contained in this Declaration shall run with the land. Each Lot is subject to this Declaration and all grantees or others who obtain legal title to any Lot by any means are subject to this Declaration. All parties that secure an interest in any Lot are subject to the provisions of this Declaration notwithstanding any contrary provisions in any agreement between such secured parties and Lot Owners. The Property is hereby submitted to the Act.

3. ASSOCIATION

- a. The Association shall serve as the governing body for all Lot Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of

**CVG - ESTATE LOTS AT EPHRAIM CROSSING,
LLC**

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Entity Number: 12074479-0161

Company Type: LLC - Foreign

Address: 2831 St Rose Parkway Ste 257 Henderson, NV 89014

State of Origin: NV

Registered Agent: Jared Peterson

Registered Agent Address:

635 N. Main

Richfield, UT 84701

[View Management Team](#)

Status: Delinquent

[Purchase Certificate of Existence](#)

Status: Delinquent *as of 01/12/2022*

Status Description: Failure to File Renewal

Employment Verification: Not Registered with Verify Utah

[History](#)

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Registration Date: 12/16/2020

Last Renewed: N/A

[Additional Information](#)

NAICS Code: 2361 **NAICS Title:** 2361-Residential Building Construction

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Business Name:

EC NEW HOMES, LLC

[Update this Business](#)

Entity Number: 12072440-0161

Company Type: LLC - Foreign

Address: 8689 W. Charleston Blvd. Suite 109 Las Vegas, NV 89117

State of Origin: NV

Registered Agent: Jared Peterson

Registered Agent Address:

635 N. Main Suite 677

Richfield, UT 84701

[View Management Team](#)

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Business Name: