

RESTRICTIVE COVENANTS
OF
ECHO CREEK RANCHES OWNERS ASSOCIATION
A Utah Nonprofit Corporation & Special Service District of Summit County

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the owners.

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ALAN SPRIGGS, SUMMIT CO RECORDER
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REQUEST: ECHO CREEK RANCHES

DEFINITIONS

When used in this RESTRICTIVE COVENANTS document the following
have the meaning indicated.

- Declaration shall mean and refer to the Declaration Concerning Access At The Echo Creek Ranches Subdivision.
- Property or Properties shall mean and refer to the real property and interests therein referred to in the Articles of Incorporation and such additions thereto as may heretofore be brought within jurisdiction of the Association.
- Plat shall mean and refer to the Subdivision Plat of Echo Creek Ranches. (Lots 1 through 208 of the ECHO CREEK RANCHES SUBDIVISION as set forth in the Subdivision Plat of Echo Creek Ranches filed on July 28, 1977 in the office of the Recorder of Summit County, Utah as entry No. 139278.)
- Lot shall mean and refer to one of the 208 separately numbered and individually described plots of land, which is covered by and included in the Plat.
- Subdivision shall mean and refer to the entire development, which is created and covered by the Plat.
- Owner shall mean and refer to the person who holds the controlling interest and who is the owner of record (in the office of the County Recorder of Summit County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner", shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- Road Strips shall, at any point in time, mean, refer to, and consist of the rights-of-way set forth and referred to on the Plat, any other easements or rights for the purpose of providing access on the Property which have been granted or may be granted by the Association, together with any and all improvements thereon.

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- U.P. Right-of-Way shall, at any point in time, mean, refer to; and consist of the easements or other interests, rights, duties and obligations which was acquired from Union Pacific Railroad Company (as described in the Declaration Article I Sec. 1.8) with respect to the real property located immediately adjacent to the Subdivision between the Subdivision and U.S. Highway 30 South.
 - Owners Association or Association shall mean and refer to Echo Creek Ranches Owners Association, the Utah nonprofit corporation, a Special Service District of Summit County.
 - Member shall mean and refer to every person who holds membership in the Owners Association.
 - Mortgage shall mean and include both a first mortgage on any Lot and a first deed of trust on any Lot.
 - Mortgagee shall, mean and include both a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.
 - Restrictive Covenants shall mean and refer to the Declaration of Restrictive Covenants and Management policies applicable to the properties recorded in the Office of the Summit County Recorder.
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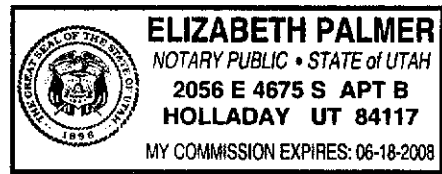
1. USE OF LAND: Each and every Lot described above shall be known and is hereby designated as a residential Lot. None of said Lots shall be improved, used or occupied for other than a private single family residence, with having no more than one (1) Ranch House and one (1) Bunk house allowed. All building materials shall blend favorably with nature's decor and beauty and shall be made of fire retardant materials. A structure of a temporary nature shall not be used as a residence.
2. LOT IDENTIFICATION: Each Lot shall have an identification marker visible from Road Strips.
3. RIGHT of ACCESS: Access shall be limited to Road Strips, U.P. Right-of-Way and Property of Ownership. (The Association has no common ground).
4. GATE KEYS: Maximum number of keys to Association Gates shall be limited to a quantity of ten (10) per Owner (owner as defined above) for any and all Lots owned. Two (2) keys will be issued with out charge, keys three-ten (3-10) may be exchanged for old keys or may be purchased for \$25.00 each or as established by a majority vote of the members at the annual meeting in November of each year. Damaged keys that are turned in to the association will be replaced. Lost keys will not be replaced. Buyer's purchasing lots are responsible for getting the keys from the previous owner.
5. LOCK BOXES: Will not be permitted on any gate from September 1st – January 31st.

6. **OPEN GATES**: Any person leaving a gate open will cause the Lot owner to be subjected to a \$50.00 assessment fee for doing so.
7. **SETBACK OF RESIDENCE**: No residence shall be erected on any of said Lots nearer than fifty feet to the road or fifty feet to any property line.
8. **NO BUSINESS OF TRADE PERMITTED**: No trade or business of any kind or nature shall be permitted to be carried out upon any Lot described above with the exception of Real Estate.
9. **NUISANCE**: Nor shall anything be done thereon which may be or become an annoyance or nuisance to other property owners.
10. **RESTRICTIONS OF ANIMALS AND FOWL**: No animals or fowl shall be kept, housed or permitted to be kept or housed on any Lot or Lots except those which shall be kept together, leashed, fenced, and/or restricted to the owner's own Lot.
11. **PERPETUAL MAINTENANCE**: The expenses required to maintain Roads Strips, U.P. Right-of Way, Gates, Signage and other interests of the Association will be shared by each Lot owner equally with the maximum yearly assessment being one hundred twenty five dollars (\$125.00), or as established by a majority vote of the members at the annual meeting in November of each year.
12. **LOT SIZE**: No Lot shall be divided in any manor and must remain per original plat registered with Summit County, Utah as follows. Lots 1 through 208 of the ECHO CREEK RANCHES SUBDIVISION as set forth in the Subdivision Plat of Echo Creek Ranches filed on July 28, 1977 in the office of the Recorder of Summit County, Utah as entry No. 139278.
13. **HUNTING**: ECHO CREEK RANCHES SUBDIVISION will be closed to hunting except during the legal hunting seasons of the state of Utah. Echo Creek Ranches Subdivision will be closed to hunting during all legal hunting seasons to all persons except the Lot owners of Echo Creek Ranches Subdivision and their limited personal guests. No right of access for hunting may be sold. No commercial hunting is permitted at any time.
14. **RESTRICTIONS AS TO CABIN SIZE**: No new dwelling shall be permitted on any Lot in which the floor area of the structure, exclusive of open porches and garages; is less than three hundred and fifty square feet.
15. **TRASH AND FIRES**: No trash, ashes or any other refuse may be thrown or dumped on any Lot herein before described or any portion thereof. Furthermore, no fires shall be started or kept for the burning of any type of material except within enclosed fireplaces, within the dwellings on the Lots before described, or adequately constructed fireplaces, barbecues or pit areas wherein ample protection is provided against the spread of any fires so started.

16. **ABANDONED VEHICLES:** Abandoned vehicles and trailers are deemed a health hazard and a fire hazard by the Fire Department of Summit County, and a severe fire hazard to the Association. Therefore abandoned vehicles or trailers must be removed within 30 days after receiving notice from the Association or it will be removed at the Owner's expense and be applied to the Owners Lot assessment.
17. **EASEMENTS:** An easement is hereby reserved over, on and through Echo Creek Ranches Owners Association for the construction, installation and continued maintenance, repair, reconstruction, replacement of Road Strips and any other interests that may become an asset of the Association. It may be necessary or desirable to make them appropriately usable by the Owners and to keep them functional and generally in good condition and repair. As described in the Plat description recorded in the Summit County Recorder's Office, Entry No. 139278, Summit County, Utah.
18. **SEWAGE AND DRAINAGE:** Sewage disposal may be by septic tank. All plans must be approved by the Summit County Health Department. It will also be permissible to build an outdoor pit type toilet this must be constructed to the approved plan of the Summit County Health Department.
19. **RIGHT OF ENFORCEMENT:** These Covenants are binding on all landowners and can only be changed by a vote of the majority of owners Of Echo Creek Ranches Owners Association as stated in Article 13.3 of the Declaration Concerning Access at the Echo Creek Ranches Subdivision. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said ECHO CREEK RANCHES OWNERS ASSOCIATION to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, either to prevent him or them from doing or to recover damages or other dues for such violation.
20. **INVALIDATION:** Invalidation of any one of the covenants or restrictions herein set forth by judgement or court order shall in no way affect the validity of any other provisions here of which shall remain in full force and effect as herein provided.

IN WITNESS WHEREOF, we, being the Trustees of the Echo Creek Ranches Owners Association, have hereunto set our hands this 21st DAY OF JULY 2005.

Sam Fleming *Sam Fleming*
 Tony Jacketta *Tony Jacketta*
 Grant Johnson *Grant Johnson*



My Commission Expires: 6-18-08 *Elizabeth Palmer*
 Notary Public