

**FIRST AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
THE EAGLE RIDGE SUBDIVISION PHASE A PLAT 1 LOCATED IN EAGLE  
MOUNTAIN, UTAH**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE EAGLE RIDGE SUBDIVISION PHASE A PLAT 1 (the "Declaration") is made and executed this 9th day of May, 2024 by Eagle Ridge Development, LLC, a Utah limited liability company (the "Declarant").

**RECITALS**

- A. Declarant is the developer of a residential subdivision known Eagle Ridge Subdivision Phase A Plat 1 (the "Subdivision"), which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.
- B. There are 8 Lots in the first Phase of the Subdivision.
- C. As of the date of this Amendment, Declarant owns 7 Lots in the Subdivision, (the "Property").
- D. As of the date of this Amendment, Developer, or its successor, has sold 1 Lots in the subdivision (the "Sold Lots")
- E. The Property is subject to the terms and conditions of the Declaration of Covenants, Conditions, Easements and Restrictions for The Eagle Ridge Subdivision Phase A Plat 1 recorded on March 13, 2024, as Entry No. 15963:2024 in the Official Records of Utah County Recorder's Office (the "Declaration").
- F. Pursuant to Section 12.5 of the Declaration, the Owners of 63% of the Lots of all Phases then incorporated into the Subdivision, including Declarant, may amend the provisions of the Declaration.
- G. Owners or prospective owners representing more than 63% of the Lots have approved this Amendment and desire to amend the provisions of the Declaration as set forth below.

**AMENDMENT**

NOW, THEREFORE, Declarant hereby declares and provides as follows:

1. Declaration Incorporated by Reference. The Declaration in its entirety is hereby incorporated by reference and made a part of this Amendment as though fully set forth herein.
2. Definitions. Unless the context clearly requires otherwise, all capitalized terms which are defined in the Declaration shall carry the same meaning when used in this

Amendment.

3. Section 2.1. Section 2.1 of the Declaration is amended only as follows: This Easement will have a wildlife or other type of fence installed on the boundary of the easement / lot.

4. Section 4.2 The first paragraph in Section 4.2 of the Declaration "Approval by Committee Required" of the Declaration is hereby amended only as follows:

Approval by Committee Required. No Large Improvements of any kind, including without limitation the construction of any Dwelling, garage, outbuilding, parking area, driveway, tennis court, sport court, swimming pools, outdoor hot tubs or spas, fences, walls, solar panels, or any other permanent structure may be constructed, erected, or installed in the Subdivision without the prior consent of the Architectural Committee. No excavation, grading, filling, draining, landscaping, or installation or removal of existing vegetation with an estimated cost of greater than \$10,000 shall be made without the advance written consent of the Architectural Committee. Although, if changes are made from an approved plan and the changes are consistent with the general design and goal of the original plan, such changes shall not be subject to further approval. Approval of the Architectural Committee will be sought in the following manner:

Subsections of Section 4.2 (a) through (e) will remain as written in the Declaration.

5. Section 4.8. Section 4.8 of the Declaration shall be amended only as follows: The deposit amount of \$3,000 is removed from this section of the Declaration and will not be required.

6. Section 5.4. Section 5.4 of the Declaration is hereby amended only as follows: No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City or at the direction of the Association, temporary signs warning of some immediate danger, or signs not in excess of twelve square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction.

7. Section 5.7. Section 5.7 of the Declaration "Animals" is hereby deleted in its entirety and replaced with the following:

Animals. Farm/Large animals such as horses, cows, donkeys, and sheep are permitted up to a maximum of 2 total Farm/Large animals per lot. Chickens, pheasants, or other small fowl are permitted. Goats and pigs/hogs are prohibited. Permitted animals must be in a fenced area (approved by the architecture committee) or in an enclosed outbuilding, separate from the primary dwelling. All smell, sounds, and waste from the animals, the appearance of the fence, enclosure, feed, or any other items pertaining to the care and or maintenance of the animals must be kept clean and not create a nuisance or unsightliness. A fine may be assessed as described in the "Violation Fine Schedule" of the Declaration for any item not in compliance with this section or any other section of the Declaration or this First Amendment. Ordinary household pets are permitted. Notwithstanding the foregoing, two (2) Farm/Large Animals may be maintained on

each Horse Lot in strict compliance with Article XIII of the Declaration.

8. Section 5.13. Section 5.13 of the Declaration “No Unsightliness” is hereby deleted in its entirety and replaced with the following:

No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any Dwelling or addition); (ii) open storage or parking of construction equipment, trucks larger than pick-up trucks or inoperable motor vehicles or farm equipment; (iii) accumulations of construction debris or waste; (iv) storage or maintenance of household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and (v) the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street. Failure to observe the restrictions of this Section 5.13 may result in the imposition of fines or other penalties under the Compliance Procedures. With exception, boats, trailers, motor homes and other recreational vehicles shall be parked on a concrete pad on the side or behind the primary structure and must be behind a 6' tall privacy fence.

9. Section 5.19. Section 5.19 of the Declaration “Vehicles Restricted to Roadways” is hereby deleted in its entirety and replaced with the following:

Vehicles Restricted to Roadways. No motor vehicle will be operated in the Subdivision except on improved roads and driveways. No off-road vehicles shall cause a nuisance for neighboring lot owners.

10. Section 6.2.2. Section 6.2.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

Two level structures shall contain a minimum of 3,850 square feet (excluding the garage area and basement), and the main floor shall contain a minimum of 2,000 square feet (excluding the garage area). If the main floor contains a minimum of 2,500 square feet (excluding the garage area), then there shall be no requirement for additional above-ground square feet. However, if there is a 4<sup>th</sup> car garage and a minimum 250 square feet porch then the minimum of 2,000 square feet for a main floor will suffice with no additional above-ground square feet requirements.

11. Section 6.5. Section 6.5 of the Declaration “Roof Design” is hereby deleted in its entirety and replaced with the following:

Roof Design. Eaves and roofs must overhang. All roofing shall consist of 30 year or heavier architectural grade asphalt shingles, concrete or clay tile, or metal. The Architectural Committee may, in its sole discretion, approve other roofing materials as new roofing material products are developed. Mansard, fake mansard, A-frame (except on entry ways or porches), gambrel, flat, and curvilinear roof designs are prohibited. All fascia boards must be at least 6 inches in width. All roof metal such as flashing, vent stacks, gutters and chimney caps will be made of anodized aluminum or galvanized metal painted to match the

adjoining roof color.

12. Section 6.6. Section 6.6 of the Declaration "Siding Materials" is hereby deleted in its entirety and replaced with the following:

Unless specifically approved by the Architectural Committee, only the following exterior wall surface materials are allowed: stone, brick and stucco without "tudor" wood breaks, hardi-board, lap/smart siding, or equivalent, or combinations of the above. The Architectural Committee may, in its sole discretion, approve other siding materials in addition to the siding materials specified in this paragraph. Textured plywood, vinyl, or similar manufactured siding materials are prohibited. Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone, whether in the natural color or patina of the weathered color of the wall surface itself or the color of the stain or other coating. Fascia and trim shall also remain in the earth tone spectrum.

13. Section 6.8. Section 6.8 of the Declaration "Chimneys. Vents." Is hereby deleted in its entirety and replaced with the following:

Chimneys. Vents. Chimneys must be enclosed in rock, brick, stucco or other approved material. All chimney tops must include a chimney cap. All chimneys on any individual Dwelling must be of identical design. Vent stacks can be combined to minimize the number of roof penetrations, and should generally not be visible from the street.

14. Section 6.11. Section 6.11 of the Declaration "Balconies and Decks" is hereby deleted in its entirety and replaced with the following:

Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All posts or pillars supporting any deck must be a minimum of ten inches in width, including vertical members in railings. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than five feet above grade must be finished with aluminum or vinyl soffit in matching colors or be waterproofed (i.e. painted or stained).

15. Section 6.13. Section 6.13 of the Declaration "Garage Doors" is hereby deleted in its entirety and replaced with the following:

Garage Doors. All garage doors shall be installed prior to occupancy and may maintain the likeness and appearance of wood or other materials approved by the Architectural Committee. All garage doors shall complement the exterior colors selected.

16. Section 6.15. Section 6.15 of the Declaration "Pools. Spas. Fountains. Game courts. Etc." is hereby deleted in its entirety and replaced with the following:

Pools. Spas. Fountains. Game courts. Etc. Pools, spas, fountains, game courts, etc. shall not be heavily restricted, but must be approved by the Architectural Committee and shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

17. Section 6.18. Section 6.18 of the Declaration "Metal Awnings" is hereby deleted in its entirety and replaced with the following:

Metal Awnings. Metal awnings, metal "lean-tos", or metal patio covers are permitted subject to the Architectural Committee Approval.

18. Section 7.11. Section 7.11 of the Declaration is hereby deleted in its entirety and replaced with the following:

Duration of Construction. No construction shall be undertaken without a Building Permit and all other necessary permits from the City, Utah County, and any other governmental or quasi-governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the Building Permit. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of a Dwelling or any other building shall be substantially complete within a period of one (1) year following commencement of construction. If any construction exceeds one (1) year the lot Owner may be subject to the Compliance Procedures and Fine Schedule.

19. Section 7.12. Section 7.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

Commencement of Construction. The Owner shall commence construction of a Dwelling within thirty-six (36) months from the date on which the Owner's Lot was conveyed by Declarant to a third- party or maintain the lot (i.e. keep it mowed and all weeds and appearance maintained and any growth not to be exceed the height of 12"). If the Owner fails to commence construction within such time period or violates the maintenance of the lot, the Owner will be subject to the Compliance Procedures and Fine Schedule. Declarant or HOA may place a lien on the Lot, and collection interest on the unpaid amount at a rate of eighteen (18%) per annum until paid.

20. Section 7.13. Section 7.13 of the Declaration "Subdivision Improvement Deposit" shall be deleted in its entirety and replaced with the following:

7.13 Subdivision Improvements Deposit. Concurrent with an Owner's submittal of construction drawings to the Architectural Committee and prior to the start date of construction of a Lot, Owner shall be required to deliver to Declarant a Subdivision Improvements deposit in the amount of \$2,500 (the "Subdivision Improvements Deposit"). Declarant may use the Subdivision Improvements Deposit to pay for any damage caused to the Subdivision Improvements or another

Lot in the construction of the Owner's Dwelling or other Improvements. Declarant shall release to the Owner the unused portion of the Subdivision Improvements Deposit upon completion of the warranty period for the Subdivision Improvements and the City's release of Declarant's warranty bond for such Subdivision Improvements.

21. Section 8.1. Section 8.1 of the Declaration "Landscaping Required" shall be deleted in its entirety and replaced with the following:

Landscaping Required. The front and side yards shall be landscaped within a period of six (12) months following completion or occupancy of a Dwelling. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Dry-scape is an appropriate method of landscaping, but shall be limited to 50% of the front yard landscaping. If the Owner fails to timely complete the landscaping, the Owner can be assessed a \$25 fee per day by the architectural committee after the City deadline and be will be subject to the Compliance Procedures of the Declaration.

22. Section 8.3. Section 8.3 of the Declaration "Fences" shall be amended as follows: Along the South, West, and North boundaries of the development, the City has installed a wildlife agriculture fence. This fence is permitted in those areas only.

23. Section 10.1. Section 10.1 of the Declaration "Berms / Swales" shall be amended to include the attached Exhibit B showing the locations of the Berms / Swales.

24. Section 12.5. Section 12.5 of the Declaration "Amendment" is hereby deleted in its entirety and replaced with the following:

12.5 Amendment. At any time while this Declaration is in effect, the Owners of 63% of the Lots of all Phases then incorporated into the Subdivision, including Declarant, may amend the provisions of this Declaration. Any amendment must be in writing and be approved by 63% of the Owners at the time of the amendment at a special meeting held for such a purpose. This percentage requirement is of total ownership, not just those that attend the meeting. Owners may vote for an amendment to this Declaration in person or by written proxy. No such amendment will be binding upon the holder of any mortgage or trust deed unless such holder joins in the amendment. Notwithstanding the foregoing, Declarant shall have the right to amend this Declaration to include future Phases in the Subdivision without the prior written consent of the Association or the Owners. For purposes of this provision, "Declarant" shall mean any record owner of future Phases at the time that such Phases are added to the Subdivision. The Owners shall not have the right to amend this Declaration to prohibit Declarant from including future Phases in the Subdivision, or preventing in any manner the Owners of Lots in future Phases from enjoying any rights as members of the Association or rights to utilize the Common Areas and Facilities, including, without limitation.

25. Section 13.1. Section 13.1 of the Declaration "Horse Lots" is hereby deleted in its entirety and replaced with the following:

Horse Lots. Declarant hereby designates Lot Numbers 101-108 in Phase 1, 201-209 in Phase 2 as Horse Lots. Each Horse Lot, and Owner of a Horse Lot, shall be subject to the following obligations relating to the maintenance of Farm/Large animals on a Horse Lot (the "Horse Lot Rules"):

Subsections of Section 13.1 (a) through (g) will remain as written in the Declaration.

26. Meeting Notice. The Association may provide notice of annual or special meetings by email to the Owners.

27. Effective Date. This Amendment shall be effective upon recording in the Utah County Recorder's Office. Except as herein expressly provided, the Declaration shall remain in all other respects unmodified and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date first above written.

Eagle Ridge Development, LLC

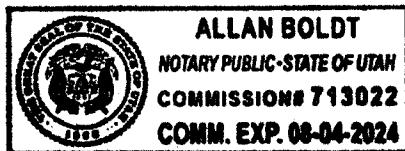
By:   
Kim Rindlisbacher  
Its: Manager

STATE OF UTAH                     )  
                                              : ss.  
COUNTY OF SALT LAKE        )

On the 10 day of May, 2024, personally appeared before me Kim Rindlisbacher, who being by me duly sworn did say that he is the Manager of Eagle Ridge Development, LLC, a Utah limited liability company, and that he executed the foregoing First Amendment to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions on behalf of said limited liability company, being duly authorized and empowered to do so by the Articles of Organization and Operating Agreement of said limited liability company for the uses and purposes stated therein.

My Commission Expires:  
8/4/2024

  
\_\_\_\_\_  
Notary Public  
Residing at: South Jordan



**EXHIBIT "A"**

Parcel A, Eagle Cove Private right of way, and Lots 101-108, Eagle Ridge Phase A, Plat 1 Subdivision, recorded as Entry No. 16503:2024 and Map Filing 19142 in Book 38 at Page 715 in the Utah County Recorder's Office, State of Utah.

Tax Parcel Nos. 38-715-0101, 38-715-0102, 38-715-0103, 38-715-0104, 38-715-0105, 38-715-0106, 38-715-0107, 38-715-0108, 38-715-0109, 38-715-0110

## EXHIBIT B

Approximate Location of Berms / Swales Highlighted in Blue Below

