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RUSSELL SHIRTS * WASHINGTON CO RECORDER
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FOR: RAINBOW RIDGE HOMEOWNERS ASSN

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
& RESTRICTIONS OF
RAINBOW RIDGE MOBILE HOME PARK
St. George, Utah**

WHEREAS, on the 31st day of March 1981, a Declaration of Protective Covenants, Conditions and Restrictions of Rainbow Ridge Mobile Home Park, St. George, Utah, was made by John B. Ewles and Lola M. Ewles as individuals and as Developer of Rainbow Ridge Mobile Home Park, and

WHEREAS, due to the passage of time and changes in law and Lot ownership in the Mobile Home Park, more than two thirds (2/3) of the members of Rainbow Ridge Homeowners Association, a non-profit Utah corporation, have determined it is necessary and would be advantageous to consolidate and amend the said Declaration of Protective Covenants, Conditions and Restrictions for the benefit of the Park and the residents therein, and

WHEREAS, a vote was taken as required by law and the bylaws of the Rainbow Ridge Homeowners Association to determine if a two thirds (2/3) majority of the membership agreed to and approved the amendments and changes made in this new amended and restated Declaration of Protective Covenants, Conditions and Restrictions of the Rainbow Ridge Mobile Home Park. A tabulation and verification was completed on May 7, 2001 to determine that there was a two thirds (2/3) majority of signed and dated votes giving approval to this new declaration. The original Declaration of Protective Covenants, Conditions and Restrictions, was duly recorded on May 11, 1981, as Entry No. 227280, in Book 289, pages 600-621, and Amendment duly recorded on September 16, 1986, as Entry No. 301290, in Book 425, pages 380-394; and Amendment duly recorded on December 28, 1988, as Entry No. 342169, in Book 507, pages 649-652; and Amendment duly recorded on June 19, 1996, as Entry No. 535875, in Book 1011, pages 406-408 have been consolidated into one comprehensive document.

WITNESSETH:

WHEREAS, Developer John B. Ewles and Lola M. Ewles has created a residential community with open spaces and common facilities for the benefit of the community.

WHEREAS, the members of Rainbow Ridge Home Owners Association desires to provide the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described in Article II, together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and care for the benefit of said property and each Owner thereof; and

WHEREAS, Developer had deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer had caused the Rainbow Ridge Homeowners Association to be incorporated under the laws of the State of Utah, as a non-profit corporation, RAINBOW RIDGE HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Members of the Rainbow Ridge Homeowners Association declare that the real property consisting of all of Lot 1 though 75 according to the Official Plat of the Rainbow Ridge Homeowners Association recorded on the records of the Washington County Recorder as Entry No. 227279 shall continue to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Senior adult" is an individual 55 years of age or more.
- (b) "Association" shall mean and refer to RAINBOW RIDGE HOMEOWNERS ASSOCIATION, its successors and assigns.
- (c) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.
- (d) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties devoted to the common use and enjoyment of the owners of The Properties.
- (e) "Lot" shall mean and refer to any plot of land containing not less than 4,600 square feet and upon which is located a living unit or which is intended for location of a living unit shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.



(f) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchased contract to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee had acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure in which event the mortgagee shall be considered an Owner only so long as the mortgagee continues its right to possession.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(i) "Mobile Home" shall be defined as a single story, double wide mobile home or manufactured home which meets the minimum/maximum size requirements as specified in Article VII, Section 4.

ARTICLE II

Section 1. Existing Property. The real property, including and living unit located upon any lot, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. George, Washington County, State of Utah and recorded as Entry No. 227279 in the Washington County Recorders Office.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner as defined in Article I, Section (g) of any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association provide that any such person or entity who hold such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voter who shall be Owners as defined in Section 1 and shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot(s) all such persons shall be members, and the vote for such Lot(s) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event such persons fail to agree then their vote shall be cast ratably among the respective interests.

ARTICLE IV

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Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Common Properties are held by the Rainbow Ridge Homeowners Association for the use of the Members and their guests.

Section 3. Alienation of Common Properties. The Common Properties may not be alienated without the approval of all holders of first mortgages upon any of the properties subject to assessment.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the rights of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to the purpose or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes the membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice or the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

(f) the right of the Association to require that any Member be responsible to pay for the cost of any damages that might occur to any common ground or facilities that the member, his or her family or his or her guests might have caused.

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common property and facilities to those who reside on the property whether the members of his family, his tenants, or contract purchasers.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

(1) regular assessments or charges; (2) special assessments for capital improvements, such as assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereon as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property (Lot) against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the Owners of such property (Lot) at the time when the assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by owners without regard to any rule of law concerning the election of remedies.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, esthetics and welfare of the residents in The Properties and in particular for the improvement, operation and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, perimeter subdivision fences, and at the option of the Association, or the homes situated upon the Properties and of Lots to the extent of the front yard laying between the living unit and the street; including, but not limited to, the replacement, and additions thereto, and for the cost of labor, equipment, materials, utilities, property taxes, management, and supervision thereof.

Section 3. Regular Assessment. The regular monthly assessments shall be 100% of the actual estimated monthly cost of maintenance and operations of Common Property and other facilities and may include a management fee together with amounts necessary to pay any carryover shortage from previous periods.

The Board of Directors of the Association may, after consideration of the current maintenance cost and future needs of the Association, provide for accumulation or reserves to meet projected needs.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements, including the necessary fixtures and personal property related thereto, provided that any such special assessment exceeding \$7,500 of improvement costs shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum For Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be continued subject to the notice requirement set forth in Section 4, and the required quorum at any such continued meeting shall be one-half of the required quorum at the proceeding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Assessment Period. The assessment period for regular assessments shall be one month. The assessment amount will be announced at the Annual Meeting. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors in accordance with Section 7 to reflect current estimated costs of maintenance and operations. All assessments must be fixed at a uniform rate for all Lots.

Section 7. Regular Assessment Due Dates. The regular assessments provided for herein shall commence on the date fixed by the Board of Directors for the Association to be the date of commencement.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep books of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable times.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 thereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in the title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgment shall include interest on assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I. Section 1 hereof.

Notwithstanding any provisions herein, not land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Perimeter Fences

Section 1. Subdivision Perimeter Fences. Any fence or wall which is built upon The Properties and placed on the boundary of the subdivision, shall be maintained and controlled by the Association and shall therefore be considered as common properties.

Section 2. Easement for Repair and Maintenance. All lots within The Properties shall be subject to an easement in favor of the Association to permit reasonable egress and ingress over areas not occupied by residential structures for all reasonable repair and maintenance purposes as provide herein.

ARTICLE VII

Prohibition and Controls

Section 1. Architectural Control. No building, fence, wall, driveway, carport, garage, accessory, ramada, steps, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration or improvements therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. References to Association in this Article shall mean the Board of Directors or its designated committee. In the event said Board, or its designated committee, fails to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; provided, however, the design, location, and the kind of materials and the buildings or structures to be built on said Lots shall be governed by all of the restrictions herein set forth and shall be in harmony with existing improvements in the immediate vicinity.

Section 2. The Board of Directors shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article in order to ensure that the proposed plans conform harmoniously with the requirements of Section 1 of this Article. The Architectural Control Committee shall follow and abide by such standards for the express purpose of enforcing the requirements, specifications and controls set forth in Section 1 of this Article and in the architectural standards promulgated by the Board.

Section 3. Landscaping Control. No lot leveling, planting, landscaping or construction shall be commenced until a plan thereof has been approved by the Association or the Architectural Committee.

Section 4. Minimum/Maximum Construction Requirements. No home may be placed on any Lot until approved in writing by the Association as to size, condition, and appearance. All mobile homes shall be new. All mobile homes shall have all axles removed and shall be attached to the foundation or otherwise permanently installed so as to become part of the realty. Each mobile home owner covenants that his home shall not be removed from the property without the prior written approval of the Association. All homes must have complete health facilities, and must be connected to sewage outlets in conformity with State health requirements and other municipal requirements.

No home having less than nine hundred sixty (960) square feet of living area, and not less than twenty-four (24) feet in width for at least forty (40) feet of its length, exclusive of ramadas, awnings, porches and carports, shall be permitted on any Lot.

No home shall be larger than one thousand six hundred and eighty (1680) square feet of living area, and not greater than twenty eight (28) feet in width and not greater than sixty (60) feet in length, exclusive of ramadas, awnings, porches and carports, shall be permitted on any Lot.

All mobile homes shall be single story structures.

All mobile homes must have removable hitches or tongues and any such hitches or tongues must be removed.

A patio awning and a carport are required with each mobile home and must be attached directly to the living unit. Materials used for the construction of said type appurtenances must be approved by the Association in accordance with Section of this Article.

All lot owners shall install a concrete driveway and a concrete patio slab within three (3) months after placing a home and other improvements on their lots in accordance with sizes and specifications provided by the Association.

Any exterior lighting erected on any lot shall be shaded so as to not create a nuisance to the owners of adjacent lots.

Section 5. Setback Control. No permanent structure or mobile home shall be permitted to be maintained or constructed closer than fifteen feet from the rear of the lot, nor closer than five feet from the side of any lot. The minimum setback shall be not less than ten feet.

Section 6. Use of Lots Single Family Mobile Home. No more than one (1) single family home shall be construed or permitted to be maintained upon any lot in said subdivision.

Camping trailers, boat trailers, travel trailers, boats, motor homes or pickup camper units may be parked on the street immediately in front of the owners lot for a period not to exceed forty eight (48) hours, exclusively for the purpose of loading and unloading and minor repairs. Visitor's RV units must be parked in an over-flow parking area. No camping trailer, boat trailer, travel trailer, boats or motor home or pickup camper unit may be stored overnight on any lot within Rainbow Ridge Mobile Home Park without prior permission of the Association.

Residents of the Rainbow Ridge Mobile Home Park who wish to store their camping trailer, travel trailers, boats, motor homes or pickup camper unit within the confines of the Rainbow Ridge Mobile Park must use the RV Storage Compound. The Board of Directors can assess a fee for a parking space if it is deemed appropriate.

No sign excepting a temporary "for sale" or "for rent" sign shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign and street entrance light may be permitted subject to the prior written approval of the Association.

There shall be no new or additional construction of buildings, fences or other structures, or modifications to existing buildings, fences or other structures without written approval of the Association.

It shall be the right of the Association to require that a deposit of \$300 or less as deemed appropriate be deposited with the Association before any new mobile home or for a significant modification to be made to a current living unit. The amount of the deposit will be determined by the Board of Directors. Depending upon the amount of damage that might occur to any common ground or fixtures, part or all of the deposit may be retained by the Association to cover the cost of damages. Those monies that are in excess of the damage costs will be refunded to the home owner.

Laundry may be dried in any location on the Lot, but must be screened from view from the front yard of said lot. All facilities for the hanging and/or drying of laundry, clothing, household linens and bedding must be approved by the Association.

All personal cars must be fully parked on the owner's lot and in the carport or on the driveway. No in-street and cull-de-sac parking will be permitted at any time except for approved deliveries, pick-ups or short-time visitors. Any exception to this rule must be approved by the Board prior to doing so.

No animals, fowl or reptiles shall be kept on the premises except household dog, cat or bird pets owned by the owner of the lot on which they are kept; no animal shall be allowed off the lot of the owner except on a leash; and no dog, cat or bird pet shall be kept on any lot by anyone if, in the discretion of the Association, that pet is or becomes a nuisance, threat or otherwise is objectionable to surrounding property owners.

No garage or accessory buildings shall be used as living quarters.

No elevated tanks of any kind shall be erected, or placed, or permitted on any lots.

No outdoor burning or trash or other debris shall be permitted. This shall not prohibit the use of normal residential barbecue or other similar outside grill.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community. No lot shall be used in whole or in part for the storage of rubbish, trash, used or new building materials (except during construction), used or new metal, trucks, automobiles or machinery in whole or in parts. Bicycles, toys and other similar items shall be placed out of sight within a storage building or other area. No personal property, substance, thing or material shall be kept on any lot or part thereof that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property owners, or will cause the lot or part thereof to appear in unclean or untidy condition.

Section 7. Maintenance of Lots. It shall be the responsibility of the owners to keep their lot neat and clean, lawn, mowed, and landscaped in types of landscaping deemed reasonable and compatible to the surrounding lots by the Association, and the improvements on their lot in a state of repair in such a way as not to destroy or impair the aesthetic qualities of Rainbow Ridge Estates. The Association shall have the right, either itself or through any other person, to furnish the labor and/or materials necessary to bring said lot or parcel up to the standard approved by the Association, and to maintain them according to such a standard. In such event, the owner of such lot shall pay to the Association an amount equal to all direct and indirect cost and expenses incurred by the Association in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel, and shall be payable within ten (10) days after the charge is made. The Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of Mechanic's and Materialmen's liens in the State of Utah. This paragraph shall constitute a request by each lot or parcel owner under the conditions stated herein for the Association to furnish any labor and/or materials which are furnished hereunder. No claim against the Association shall constitute a defense nor offset in any action by the Association for non-payment of any amount which may be assessed hereunder.

No storage of any kind will be permitted around the mobile home or within the lot boundaries except in utility building(s) approved by the Association as to design in writing or in accordance with the approval of the Association.

All garbage and trash shall be put in a container meeting the specifications of the Association. Garbage and trash will be placed in front of lot only at those times designated by the Association for garbage and trash pick up and shall be located in a storage area or other area whereby said garbage and trash will not be visible from the street. Other disposable material must be placed next to the trash container on the day of the pickup.

Section 8. Maintenance of buildings: It shall be the responsibility of the homeowner to keep their mobile home, attached structures and out-buildings in a good state of repair at all times. All structures must be repainted when ever the paint becomes faded or pealed. To comply with architectural standards, the shade of paint must be approved by the Architectural Committee before any paint is applied to structures.

Section 9. Adult Area. General areas shall be designated as adult. One resident of 80% of the living units in existence at Rainbow Ridge Mobile Home Park on September 13, 1988, was of the minimum age of 55 years and, after September 13, 1988 one resident of 80% of said living units shall be of the minimum age of 55 years.

No person occupying a lot within the adult area shall allow any child under the age of 18 years to live upon said lot except for a short-term visits not to exceed 30 days in any one calendar year. The only exception to this 30-day rule shall occur in case of an emergency in the family occupying said lot where the Board of Directors has been requested and may extend the 30-day limitation period for an additional 30 days during said calendar year.

In the event that any individual within the adult area should receive any child under the age of 18 as a permanent or long-term resident subsequent to its occupation of any lot, it shall be the responsibility of the Owner to use reasonable and necessary efforts to sell the lot and Living Unit or otherwise comply with the intent of this provision. In the event non-compliance continues in excess of 90 days, then the Association shall have the right to acquire said lot and dwelling at a purchase price not to exceed the original purchase price of the lot and Living Unit, plus the purchase price of any permanent improvements which can reasonably be substantiated. This provision shall not be interpreted to restrict the Association from seeking any other legal or equitable remedy that is allowable by law.

Section 10. Miscellaneous Prohibitions.

(a) **Repairing Cars.** No major repairing or overhauling of cars is permitted on the streets, driveways, or parking lots.

(b) **Additional Prohibitions.** Such other actions deemed from time to time by the Association to constitute a nuisance.

Section 11. Professional Management. The Association shall have the right to contract for services or to transfer to any corporation, manager, person, partnership or independent contractor, all of its rights and obligations hereunder, but upon such transfer and the assumption of such obligations by the transferees, the enforcement of covenants and obligations under this agreement shall remain the sole responsibility of the Association.

Section 12. Leasing Rainbow Ridge Properties. In the case where an owner wishes to rent a property, the rental must be accomplished by a lease. The minimum term of said lease will be six (6) months, and renewable only for a like or longer period. Subletting of property is not allowed. A photo copy of the signed lease document must be provided to the Board of Directors or to an Officer of the Association.

The lessee must fulfil the age requirements of the Association, and the lessor or his agent will obtain from the lessee, or prospective lessee, a copy of proof of the lessees's age, showing he or she to be 55 years of age or older. The age requirement is found in Article VII, Section 9 of this document, which designates Rainbow Ridge as an adult (senior) area.

The owner of the leased property will retain the right to vote, and the lessee will be allowed the privileges and rights to use of the common areas, said use to comply with the rules of the Association.

Prior to the lessee occupying the property, the lessor or his agent shall furnish to the lessee a copy of the Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs) of Rainbow Ridge Mobile Home Park and the Bylaws of Rainbow Ridge Homeowners Association. He shall review with the lessee the provisions of those documents. A certification stating that the lessee has read, understands and will comply with same, is to be signed by the lessee. The certification will then be provided to an Officer of the Association who will file it with the Associations copy of the lease.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot and subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration was duly recorded on May 11, 1981 as Entry No. 227280, in Book 289, pages 600-621 which was after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed the then Owners of two-thirds of the Lots has been recorded, agreeing to change or rescind said covenants and restrictions in whole or part.

Section 2. Amendment. Amendment of these covenants and restriction shall require the assent of the members entitled to cast two thirds (2/3) of the votes of the membership excepting the following: (a) any amendment recommended or required by FHA or VA may be enacted by a two-thirds (2/3) vote of the Directors without the approval of the owners, or (b) any amendment recommended or required by any institutional lender as condition to any construction, permanent or other loan may be enacted by a two-thirds (2/3) vote of Directors without the approval of the Owners. In no event may an amendment which changes the ratio of assessments against owners be allowed with out the prior written approval of all mortgages of any of the properties subject to assessment.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Such notices will be mailed thirty (30) days prior to the date that action will be taken.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event the Association or Owner recovers judgment against any person for a violation of any of the covenants herein, the Association or Owner shall also be entitled to recover from such person reasonable attorney's fees. The failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise effect any other provision which shall remain in full force and effect.

ARTICLE IX

Amended and superseded Declarations of Protective Covenants, Conditions and Restrictions.

This Article records and catalogs all amended and superseded Declarations of Protective Covenants, Conditions and Restrictions including subsequent amendments that have been recorded in the Washington County Recorder's Office.

- Item 1 All of the statements contained on pages 600 and 601 under the heading of "WITNESSETH" of Document No. 227280, Book 289, recorded on May 11, 1981 has been amended in this document.
- Item 2 ARTICLE I, Section 1, paragraph (a), Document No. 227280, Book 289, page 601, recorded on May 11, 1981 has been amended in this document.
- Item 3 ARTICLE I, Section 1, paragraph (e) has been added to this document to incorporate changes made in Document No. 301290, Book 425, Amendment 1, page 380, recorded on September 16, 1986.
- Item 4 ARTICLE I, Section 1, paragraph (g), Document No. 227280, Book 289, page 602, recorded on May 11, 1981 has been amended.
- Item 5 ARTICLE I, Section 1, paragraph (i) has been added to this document.

- Item 6 ARTICLE II, Section 1 and Section 2 under the heading of "Membership and Voting Rights in the Association," Document No. 227280, Book 289, page 603, recorded on May 11, 1981 has been amended and now is identified as ARTICLE III in this document. Further, the Amendment 2 and 3 of Document No. 301290, Book 425, on pages 380 and 381, recorded September 16, 1986 has not been incorporated into this document.
- Item 7 ARTICLE II, Section 2, of Document No. 227280, Book 289, Page 603, recorded on May 11, 1981 has been deleted from this document.
- Item 8 ARTICLE IV, Section 2, of Document No. 227280, Book 289, page 604, recorded on May 11, 1981, has been amended in this document.
- Item 9 ARTICLE IV, Section 4, paragraph (a), Document No. 227280, Book 289, page 605, recorded on May 11, 1981 has been amended in this document.
- Item 10 ARTICLE IV, Section 4, paragraph (e), Document No. 227280, Book 289, page 606, recorded on May 11, 1981 has been amended in this document.
- Item 11 ARTICLE IV, Section 4, paragraph (f), has been added to this document.
- Item 12 ARTICLE V, Section 1, Document No. 227280, Book 289, page 606, recorded on May 11, 1981 has been amended in this document.
- Item 13 ARTICLE V, Section 3, Document No. 227280, Book 289, page 607, recorded on May 11, 1981 has been deleted from this document.
- Item 14 ARTICLE V, Section 4, Document No. 227280, Book 289, page 607, recorded on May 11, 1981 is Section 3 in this document.
- Item 15 ARTICLE V, Section 5, Document No. 227280, Book 289, page 608, recorded on May 11, 1981 is Section 4 and has been amended in this document.
- Item 16 ARTICLE V, Section 6, Document No. 227280, Book 289, page 608, recorded on May 11, 1981 is Section 5 and has been amended in this document.
- Item 17 ARTICLE V, Section 7, Document No. 227280, Book 289, page 609, recorded on May 11, 1981 is Section 6 and has been amended in this document.

- Item 18 ARTICLE V, Section 8, Document No. 227280, Book 289, page 609, recorded on May 11, 1981 is Section 7 and has been amended in this document.
- Item 19 ARTICLE V, Section 9, Document No. 227280, Book 289, page 609, recorded May 11, 1981 is Section 8 in this document.
- Item 20 ARTICLE V, Section 10, Document No. 227280, Book 289, page 610, recorded on May 11, 1981 is Section 9 in this document.
- Item 21 ARTICLE V, Section 11, Document No. 227290, Book 289, page 611, recorded on May 11, 1981 is Section 10 in this document.
- Item 22 ARTICLE V, Section 12, Document No. 227280, Book 289, page 611, recorded on May 11, 1981 is Section 11 in this document.
- Item 23 ARTICLE VII, Section 1, Document No. 227280, Book 289, page 612, recorded on May 11, 1981 has been amended in this document.
- Item 24 ARTICLE VII, Section 2, has been added to this document.
- Item 25 ARTICLE VII, Section 2, Document No. 227280, Book 289, page 612, recorded on May, 11, 1981 is Section 3 in this document.
- Item 26 ARTICLE VII, Section 3, Document No. 227280, Book 289, page 613, recorded on May 11, 1981 is Section 4 has been amended in this document... Further, Amendment 4, Document 301290, Book 425, page 381, recorded on September 16, 1986 has been incorporated into Section 4 of this document.
- Item 27 ARTICLE VII, Section 4, Document No. 227280, Book 425, page 614, recorded on May 11, 1981 is Section 5 in this document.
- Item 28 ARTICLE VII, Section 5, Document No. 227280, Book 289, page 614, recorded on May 11, 1981 is now Section 6 and has been amended in this document. Further, Amendment 1 and Amendment 5 in Document 301290, Book 425, pages 380 and 381, recorded on September 16, 1986 has been incorporated into Section 6 of this document.
- Item 29 ARTICLE VII, Section 6, Document No. 227280, Book 289, page 616, recorded on May 11, 1981 is Section 7 and has been amended in this document.



Item 30 ARTICLE VII, Section 7, Document No. 227280, Book 289, page 617, recorded on May 11, 1981 is Section 9 which incorporated the Amendment in Document No. 342169, Book 507, page 650, recorded on December 28, 1988.

Item 31 ARTICLE VII, Section 8, has been added to this document.

Item 32 ARTICLE VII, Section 8, Document No. 227280, Book 289, page 618, recorded May 11, 1981, is now Section 10 in this document.

Item 33 ARTICLE VII, Section 9, Document No. 227280, Book 289, page 618, recorded on May 11, 1981 is Section 11 and has been amended in this document.

Item 34 ARTICLE VII, Section 10, of the Amendment in Document No. 535875, Book 1011, page 406, recorded June 19, 1996 is Section 12 in this document.

Item 35 ARTICLE VIII, Section 1, Document No. 227280, Book 289, page 618, recorded on May 11, 1981 has been amended in this document.

Item 36 ARTICLE VIII, Section 2, Document No. 227280, Book 289, page 619, recorded on May 11, 1981 has been amended in this document.

Item 37 ARTICLE VIII, Section 3, Document No. 227280, Book 289, page 619, recorded on May 11, 1981 has been amended in this document.

WHEREAS, a notice and poll was conducted by mail, of all members of the Rainbow Ridge Homeowners Association during the period of April 1 - Sept 4, 2001, and ballots were returned by 79% of said members; and whereas results were tabulated showing a yes vote of 79% of the membership, to amended and restated said Declaration of Protective Covenants, Conditions & Restrictions of Rainbow Ridge Mobile Home Park, and since two thirds or more of the membership of said Association voted yes, this amended and restated Declaration of Protective Covenants, Conditions & Restrictions was thereby agreed to and adopted.

NOW THEREFORE, the Declaration of Protective Covenants, Conditions & Restrictions of Rainbow Ridge Mobile Home Park, St. George, Utah is amended and restated as of the date hereof as stated.

The undersigned, being the duly elected and acting President of Rainbow Ridge Homeowners Association, certify that the above Amended and Restated Declaration of Protective Covenants, Conditions & Restrictions of Rainbow Ridge Mobile Home Park were adopted by polling the members by mail. This document shall become effective upon recording in the records of the County Recorder for Washington County, State of Utah.

RAINBOW RIDGE HOMEOWNERS ASSOCIATION:

By:

Beverly K. Guest
Beverly K. Guest, President

Virginia Omach
Virginia Omach, Secretary

STATE OF UTAH

ss.

COUNTY OF WASHINGTON)

On this 6 day of Sept, 2001, *Virginia Omach and Kay Guest* personally appeared before me *Kay Guest* who acknowledged to me that the executed the same for the purposes therein set forth.

Diane McDaniel

NOTARY PUBLIC
Residing at St. George, Utah

SEAL

My Commission Expires:
Feb 15, 2005

