



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

This First Amendment to AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS OF RAINBOW RIDGE MOBILE HOME PARK as duly recorded as Document #20110014597 on May 11, 2011 in the office of the Recorder of Washington County, Utah (hereinafter "Restated Declaration") is made this _____ day of _____, 2016;

RECITALS:

WHEREAS, the members of the Rainbow Ridge Mobile Home Park desire to provide the continued preservation, values and amenities in said community and to clarify and amend the same by way of this First Amendment to Amended and Restated Declaration of Protective Covenants, Conditions & Restrictions of Rainbow Ridge Mobile Home Park and to this end more than 67% majority of the members of Rainbow Ridge Homeowners Association, a Utah non-profit corporation, have determined it is necessary and would be advantageous to amend the Restated Declaration; and

WHEREAS, a vote was taken as required by law and the bylaws of the Rainbow Ridge Homeowners Association to determine if 67% majority of the membership agreed to and approved this amendment and the changes made in this First Amendment to the Restated Declaration. A tabulation and verification of the ballots submitted by the members were tabulated showing an affirmative vote for approval of this First Amendment dated 28 November 2016. The tally determined that 76 percent of members voted to approve this First Amendment to the duly recorded Restated Declaration.

NOW THEREFORE, for the foregoing purposes, the Members of the Rainbow Ridge Homeowners Association hereby amend the Restated Declaration as follows:

ARTICLE VII, Section 9 Adult Area, of the Restated Declaration is hereby amended and restated in its entirety and shall hereafter read as follows:

ARTICLE VII

Prohibition and Controls

Section 9. Adult Area. Rainbow Ridge Mobile Home Park shall be designated as an adult area and each resident of all units located in Rainbow Ridge Mobile Home Park must be at least 55 years of age or older. This means that 100% of all units located in Rainbow Ridge Mobile Home Park shall be occupied by residents 55 years of age or older. The only exceptions to the requirement of residents being age 55 years of age or older are as follows:

1. The spouse of a resident that is 55 years of age or older.
2. The widow or widower of a deceased member who met the requirement as an adult 55 years of age or older in the above paragraph in this Section 9, may continue to reside in that unit regardless of age after the death of their spouse. This privilege for the widow or widower is not transferable or assignable in any way to any person.
3. A person under the age of 55 who is the caregiver for a resident (who meets the requirement as an adult 55 years of age or older) and who is a direct relative of the resident either by blood or by a legal decree of adoption may continue to reside in the unit of the resident after said resident is deceased. This privilege for the caregiver of the deceased resident is not transferrable or assignable in any way to any person and may only be available to the caregiver who has provided a written statement from the primary care physician of the resident that they are required for the resident's daily care and functions.

No person occupying a lot within the adult area, including the exceptions listed above, shall allow any child or person under the age of 55 years to live upon said lot, except for a short-term visit not to exceed 30 days in any one calendar year. The only exception to this 30-day rule shall occur in the case of an emergency in the family occupying said lot where the Board of Directors of the Association has given prior written approval to extend the 30-day limitation period for an additional 30 days during said calendar year.

In the event of any violation of this Section 9, the Association shall provide written notice to the violating lot Owner and it shall be the responsibility of the violating lot 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 reasonable by ascertained and substantiated. This provision shall not be interpreted to restrict the Association from seeking any other legal or equitable remedy that is allowably by law.

Except as amended and restated hereinabove, all other terms, covenants, conditions, and restrictions set forth in the Restated Declaration shall remain in full force and effect. The real

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3. A person under the age of 55 who is the caregiver for a resident prior to passage of this amendment and who is a direct relative of the resident either by blood or by a legal decree of adoption may continue to reside in the unit of the resident after said resident is deceased. This privilege for the caregiver of the deceased resident is not transferrable or assignable in any way to any person and may only be available to the caregiver who has provided a written statement from the primary care physician of the resident that they are required for the resident's daily care and functions.

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Exhibit A
Legal Descriptions of
the Rainbow Ridge Mobile Home Park

All of Lots 1 through 75, according to the Official Plat of the Rainbow Ridge Homeowners Association recorded on the records of the recorder of Washington County, State of Utah, as Entry No. 00227279