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RidgePointe Homeowners Association South, Inc.

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Described in Exhibits A and B**

After recording mail to:
JENKINS BAGLEY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
RIDGEPOINTE
(A Community Hereafter Intended for and Managed For
Housing for Older Persons, 55 Years of Age or Older)**

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
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**AMENDED AND RESTATED COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
RIDGEPOINTE**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of RidgePointe, a Planned Unit Development, is made and executed this ___ day of _____, 20___, and amends and restates in its entirety and substitutes for the following:

- Declaration of Covenants, Conditions and Restrictions for Ridgepointe Manufactured Home Subdivision or Ridgepointe Estates, recorded with the Washington County Recorder on October 28, 1993, as Entry No. 00447884;
- Revised Declaration of Covenants, Conditions and Restrictions for Ridgepointe Subdivision or Ridgepointe Estates, recorded with the Washington County Recorder on December 7, 1994, as Entry No. 00486077;
- Revised Declaration of Covenants, Conditions and Restrictions for Ridgepointe Subdivision Phase II, recorded with the Washington County Recorder on July 3, 1996, as Entry No. 00537345;
- Revised Declaration of Covenants, Conditions and Restrictions for Ridgepointe Subdivision Phase III, recorded with the Washington County Recorder on August 26, 1998, as Entry No. 00615254;
- Declaration of Covenants, Conditions and Restrictions for Ridgepointe Subdivision Phase 4, recorded with the Washington County Recorder on July 25, 2000, as Entry No. 00691471;
- Amended Covenants, Conditions, and Restrictions of Ridgepointe, recorded with the Washington County Recorder on February 17, 2004, as Entry No. 00865233;
- Amended Covenants, Conditions, and Restrictions of Ridgepointe, recorded with the Washington County Recorder on February 17, 2004, as Entry No. 00865234;
- Amendment to the Declaration of the Covenants, Conditions and Restrictions of Ridgepointe Homeowners Association, recorded with the Washington County Recorder on February 15, 2007, as Doc. No. 20070008189;
- Amendments to the Declaration of the Covenants, Conditions and Restrictions of Ridge Pointe Homeowners Association, recorded with the Washington County Recorder on July 12, 2007, as Doc. No. 20070036037;
- Amendment to Declaration & Notice of Reinvestment Fee Covenant, recorded with the

Washington County Recorder on May 5, 2010, as Doc. No. 20100014600; and

- any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions of Ridgepointe, whether or not recorded with the Washington County Recorder.

The Community Association Act, Utah Code § 57-8a-101, et. seq. (the "Act"), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section. The remedies in the Act and this Declaration -- provided by law or in equity -- are cumulative and not mutually exclusive.

RECITALS

A. The Association and its individual Members own that certain real property located in Washington County, Utah, which is more particularly described in Exhibits A and B.

B. The Association has been formed to administer the terms of the Declaration. Owners of Lots within the property described are Members of the Association.

C. The Association may allow the annexation of additional land which may be subdivided into individual lots, the owners of which will become Members of Association and will be entitled and subject to all rights, powers, privileges, covenants, restrictions, easements, charges, and liens hereinafter set forth.

D. It is necessary to provide important housing opportunities for older persons, and to establish Association Property as Housing for Older Persons and to create a community intended and operated for occupancy by at least one (1) person of age 55 or older per unit as defined in the Act for Older Persons (as amended); therefore, the Association shall prohibit occupancy by persons under age 18, as well as all others falling within the defined term of familial status under federal law.

NOW THEREFORE, the Association hereby declares that this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Property shall provide as follows:

DECLARATION

The Association declares that all of the property described or which may be additionally acquired by Association in the future shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, assessments, charges, liens, and to the Official Plat Map previously recorded. This is for the purpose of protecting the value and desirability of said property and of maintaining said property as Housing for Older Persons pursuant to law. This Declaration and the Official Plat Map shall be construed as covenants of

Amended and Restated CC&Rs

RidgePointe

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equitable servitude which shall run with the land and shall be binding on all parties having any right, title, or interest in the described property, or any addition to or part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

The Properties are located in Washington County, Utah, and are more particularly described in Exhibits A and B.

The Association may acquire additional property in the future, which will be subject to this Declaration.

ARTICLE I DEFINITIONS

The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply. The following definitions control in this Declaration. Words and phrases not defined in this Article shall be given their ordinary meaning.

Section 1. "ACC" shall mean and refer to the Architectural Control Committee as defined in Article V, Section 1.

Section 2. "Act for Older Persons" shall mean and refer to the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, and further amended by the Housing for Older Persons Act of 1995 (as amended), 42 U.S.C. §§ 3601, et seq.

Section 3. "Articles and Bylaws" shall mean and refer to the Articles of incorporation and the Bylaws of the Association.

Section 4. "Association" means the RidgePointe Homeowners Association South, Inc., a Utah non-profit corporation, and its successors and assigns. The Association shall act by and through its Board of Directors.

Section 5. "Board of Directors" or "Board" shall mean and refer to the governing Board of RidgePointe Homeowners Association South.

Section 6. "Common Area" shall mean all real property (including the improvements thereto, if any) owned by the Association or hereafter acquired for the common use and enjoyment of the Members except for that dedicated for use by the general public. Specifically exempted from the Common Area are all Lots designated on the Plats, which are identified on the official Plats as recorded on the official records of the Washington County Recorder and as the same, may hereafter be modified, amended or supplemented in accordance with the provisions of this Declaration. Common Area shall also include all land which the Association has an easement right in, if any.

Section 7. “Constructed ‘Stick Built’ Dwelling” shall mean a permanent dwelling framed and built on site on blocks or some other type of foundation and having an approved exterior.

Section 8. “Conveyance” shall mean and refer to actual conveyance of fee title to any Lot to any owner by a warranty deed or other document of title and shall also mean the execution of an installment sales contract.

Section 9. “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions applicable to the Properties, and any amendments or supplements thereto, recorded in the office of the Recorder of Washington County, State of Utah.

Section 10. “Developer” shall mean Sunbird Development Inc., a Utah Corporation, and its successors and assigns who own the Property with the purpose of the development, investment and transfer of the Lots.

Section 11. “Familial Status” shall mean and refer to:

(a) One or more individuals who have not attained the age of 18 years being domiciled with:

- (1) A parent or another person having legal custody of the individual or individuals;
- (2) The designee of the parent or other person having custody, with the permission of the parent or other person;

(b) A parent or other person in the process of acquiring legal custody of one or more individuals who have not attained the age of 18 years; and

(c) A person who is pregnant.

Section 12. “Modular Home” or “Off-Site Built Home” shall mean any home that has part of the frame built offsite other than the roof trusses.

Section 13. “Lot” shall mean and refer to any plot of land shown upon any recorded Plat map of the Properties and specifically excepting Common Area and areas dedicated to the use of the general public.

Section 14. “Landscaping” shall mean improvements to Lots that are provided by individual Lot Owners, according to minimum standards and guidelines of this Declaration and as approved by the ACC.

Section 15. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 16. “Mortgagee” shall mean and refer to any person named as a first mortgagee or beneficiary, Owner or holder of a first deed of trust.

Section 17. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having an interest merely as security for the performance of an obligation. In the case of Lots in which the fee simple title is vested of record in a trust deed pursuant to Utah Revised Statutes, legal title shall be deemed to be in the trustor.

Section 18. **“Person”** shall mean and refer to one or more individuals, corporations, limited liability companies, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in cases under the United States Bankruptcy Code, receivers, and fiduciaries.

Section 19. **“Plat” or “Plat Map”** shall mean and refer to the Plats entitled "RidgePointe" for Phases I through IV as recorded with the Washington County Recorder, as the same and any additional plat created pursuant to Article IX may hereafter be modified, amended or supplemented in accordance with the provisions of this Declaration or supplements to this Declaration.

Section 20. **“Properties,” “Property,” “Project,” or “Subdivision”** shall mean that certain real property described in Exhibits A and B.

Section 21. **“Utilities”** shall mean public utilities, including, but not limited to, sewer, water, drainage, natural gas, telephone, electricity, and cable television.

ARTICLE II PROPERTY RIGHTS

Section 1. **Owners' Easements of Enjoyment.** Every Lot Owner shall have a right and easement of use and enjoyment in and to the Common Area and to any and all significant facilities and services specifically designed to meet the physical or social needs of older persons. This Easement is appurtenant to and passes with Title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area. Fees charged by the Association shall in no way affect its status as a non-profit corporation;
- (b) The right of the Association, in accordance with its Articles of Incorporation and Bylaws and with the approval of two-thirds of the membership to borrow money for the purpose of upgrading or improving the Common Area and in aid thereof to mortgage said property; the rights of such mortgage in said property to be subordinate to the rights of the Owners hereunder;
- (c) The right of the Association to suspend the voting rights of a Member and to deny said Member use of any recreational facility and Common Area for any period during which any assessment against his Lot remains unpaid; and for a period of not to exceed sixty days for any infraction of its published rules and regulations;
- (d) With the approval of a majority of the holders of first mortgage liens on Lots, and Owner approval as provided below, the right of the Association to sell, exchange, hypothecate, alienate, encumber, dedicate, release or transfer all or part of the Common

Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. The granting of easements for public utilities or other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale, or transfer and the legislative body of The City of Washington approves the Plat change that is necessitated by the dedication, sale, or transfer, at a public hearing held in accordance with Utah Code Ann. § 10-9a-601, et seq. (as amended);

(e) The right of the Association to seek to abandon, petition, subdivide, encumber, sale, or transfer the Common Areas owned, directly or indirectly, by the Association for the benefit of the Lots. The granting of an Easement for public utilities or other public services consistent with the intended use of the Common Area is not a transfer within the meaning of this clause. No such abandonment, petition, subdivision, encumbrance, sale, or transfer shall be effective unless (1) an instrument has been signed by two-thirds (2/3) of the Members and the legislative body of the City of Washington approves the Plat change necessitated by the abandonment, petition, subdivision, encumbrance, sale, or transfer at a public hearing held in accordance with Utah Code Ann. § 10-9a-601, et seq. (as amended) or (2) all Owners consent in writing to such abandonment, petition, subdivision, encumbrance, sale or transfer;

(f) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure;

(g) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area for the installation, maintenance, and inspection of lines and appurtenances for public or private utilities;

(h) The right of the Association to make, publish, and enforce reasonable rules pertaining to the regulation and use of all Common Areas by Owners, guests, invitees, and tenants of Owners, including limiting the total number of visitors that can use the recreational facilities to a maximum number determined by the Board;

(i) The terms of this Declaration;

(j) The right of the Association with approval of two-thirds (2/3) of the Owners to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar association in consideration for use of the common areas and facilities of the other association, or for cash consideration; and

(k) The right of the City of Washington and any other governmental entity or quasi-governmental body having jurisdiction over the property to access and to have the right of ingress and egress over open spaces and Common Areas contained within the Property for purposes of providing police and fire protection and providing any other governmental or municipal service.

Section 2. Delegation of Use. Any Member may designate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or his guests who reside on the property. In the event an Owner leases his Lot, the tenant and not the Owner shall retain the keys to the recreational facilities, and the Owner and his

family and guests shall only have access to said facilities if they are invitees of the tenant. All use and enjoyment of the Common Area and facilities by family members, tenants, guests or contract purchasers shall be subject to this Declaration, the Bylaws and the Rules and Regulations promulgated by the Board. Damage caused to the Common Area and facilities, including personal property owned by the Association, by a Member, or by a person who has been delegated the right to use and enjoy such Common Area and facilities by the Member, shall create a debt to the Association. Debts owed to the Association as a result of damage to the Common Area and facilities shall be an assessment charged to the Lot Owner as provided in Article IV.

Section 3. Title to the Common Area. The Association possesses fee simple title to the Common Area and covenants to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times and to operate the Common Area at its own expense in accordance with high quality standards.

Section 4. Rules. The Board may adopt, amend, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not inconsistent with this Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a limited Common Area, an Owner, a Lot or a dwelling, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if Member action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of the Act. B These rules of the Association shall be available for inspection and copying by the Members during reasonable hours.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Upon the recordation of a deed of any Lot in the Property from Developer to any Owner, the Owner shall automatically become, regardless of whether or not the Owner has completely paid for his Lot, a Member of the Association, and he shall remain a Member until such time as his ownership of the Lot ceases. The acceptance of a deed to any of the Lots in the Property, the mere acquisition or rental of any of the Lots in the Property or the use of the Common Area by any person shall signify that person accepts and consents to this Declaration and to the Association's Articles of Incorporation, Bylaws, and rules and regulations. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

When more than one (1) person owns an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. A vote cast at an Association meeting by any of such co-Owners, whether in person by proxy, or by ballot, shall be conclusively presumed to be both attributable to the Lot concerned unless written objection is made prior to said meeting, or verbal objection at said meeting by another co-Owner of the same Lot. In the event objection is

made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

Section 2. Administration. The administration of the Association shall be in accordance with this Declaration, the Articles of Incorporation, and the Bylaws of the Association. All Members shall comply with this Declaration and the Association's, Articles of Incorporation, Bylaws, and rules and regulations. The failure by any Owner of any Lot to comply with the same shall entitle the Association to pursue all available legal and equitable remedies.

Section 3. Voting. Each Member shall be entitled to one (1) vote in the Association for each Lot he owns, but in no event shall more than one (1) vote be cast for any (1) Lot. This voting right shall be exercised by the "Voting Owner" who shall be the Owner. Voting shall be exercised as provided in the Bylaws.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, whether or not it shall be so expressed in said Owner's Deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments, (b) special assessments, (c) insurance assessments, if any, (d) additional assessments, (e) individual assessments, (f) any other amount or assessment levied or charged by the Association or Board pursuant to this Declaration, and (g) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided; The assessments shall be a charge on the land and shall be a continuing lien on the Lot against which such assessment is made. Each such assessment shall also be the personal obligation of the person who is Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessment shall not pass to a Lot Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessment. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property and for maintenance of Association property as Housing for Older Persons. The use made by the Association of funds obtained from assessments may include payment of the cost of:

- (i) the actual or estimated cost of all repairs, replacement, maintenance, and cleaning of the private streets;
- (ii) the actual or estimated costs maintenance of the grass and sprinkling system on individual Owner's Lots;
- (iii) the actual or estimated costs of taxes and insurance on the Common Areas;
- (iv) the actual or estimated costs of management and supervision of the Common Areas;
- (v) the actual or estimated cost of operating and/or maintaining the Common Area, including but not limited to the swimming pool, therapeutic pool, exercise equipment, kitchen facilities, office, meeting rooms, storage areas, billiard rooms and equipment, card room, horse shoe and bocci ball courts, irrigation systems, etc.;

(vi) the actual or estimated cost of establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas;

(vii) the actual or estimated cost of public liability insurance, hazard insurance and fidelity bonds carried by the Association in amounts and with such coverage in such amounts and for such coverage as the Association shall establish from time to time; and

(viii) the actual or estimated cost of any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation or to perform or fulfill its obligations, functions or purposes in providing housing for older persons, 55 years of age or older, which includes any expenditure to provide significant facilities and services specifically designed to meet the physical or social needs of such older persons to the extent providing such facilities and services are necessary and practicable.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment may be increased by the Board each year by not more than five percent (5%) above the maximum assessment for the previous year except upon the vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken incident to a merger or consolidation which the Association is authorized to participate in under its Articles of Incorporation.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association with approval of two-thirds (2/3) of the Members may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement or significant facilities and services designed to meet the physical or social needs of older persons, upon the Common Areas, including fixtures and personal property related thereto and for such other purposes reasonably necessary to fulfill the intent of this Declaration as amended from time to time.

Section 5. Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring any damage or disruption to Common Areas that may occur.

Section 6. Individual Assessments. Each Owner of a Lot shall also be assessed from time to time for (i) all fines, penalties, and damages to which the Owner is subject as a result of a violation of the terms of this Declaration and rules and regulations prescribed by the Board for the use of the Common Areas; (ii) for damages caused to the Common Areas by the negligence or willful misconduct of such Owner; and (iii) for any other liability, indebtedness, or other obligation of the Owner to the Association arising under the provisions of this Declaration. Notice of all individual assessments shall be given by the Board or management of the Association to the Owner of each Lot assessed within fifteen (15) days of the adoption of the individual assessment. Amounts owed on each individual assessment shall be due and payable within ten (10) days immediately

following the date the Assessment is deposited in the United States Mail addressed to the Member at the address shown in the Association records. Any situation or condition that presents a threat to the life, health, or safety of any Owner, resident, or visitor within the Subdivision will be subject to an initial fine of One Hundred Dollars (\$100.00) with a seven (7) day notice to cure, with an additional fine of Two Hundred Dollars (\$200.00) every ten (10) days to a maximum of Five Hundred Dollars (\$500.00) per month until the violation is cured.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3, 4, and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4, or 5 shall be sent to all Members not less than thirty (30) days, but no more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person, by ballot, or by proxy entitled to cast sixty-seven percent (67%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Rate of Assessment. Annual, special, and capital assessments shall be fixed at uniform rates for all Lots and shall be collected on either a monthly, quarterly, or annual basis, or some combination thereof.

Section 9. Regular Assessments: Due Dates. The Board shall fix the amount of the annual assessment against each Lot prior to the annual meeting. Written notice of the annual assessment shall be provided to every Owner subject thereto. The due dates for payment of said assessment shall be established by the Board on either a monthly, quarterly, or annual basis, or some combination thereof.

A certificate or written statement of account signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid shall be provided to any requesting Lot Owner or any encumbrancer or potential encumbrancer of the Lot in question, and may also be provided to another requesting party if said party's request has previously been approved by the Board. Furthermore, a first mortgage holder, upon request, is entitled to a written certificate from the Association advising of any default by the Lot Owner of any obligation not cured within sixty (60) days. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessments: Remedies of the Association. Assessments are due the first (1st) day of the month and become delinquent on the tenth (10th) day of the month. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments become due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payments. Such personal liability shall not pass to the Owner's successors in

title unless expressly assumed by them. Amounts owed on each assessment shall be due and payable within ten (10) days immediately following the date the assessment is deposited in the United States Mail addressed to the Member at the address shown in the Association records. If the Assessment is not paid within the aforesaid ten (10) day period, the Member shall be in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lower rate as the Board shall determine appropriate) until paid. The Association shall have the remedies provided in the subsections below if payment is not made when due.

The Association and each Lot Owner hereby conveys and warrants pursuant to Sections 212 and 302 of the Act, and Utah Code § 57-1-20, to attorney Bruce C. Jenkins, or any other attorney that the Association engages to act on its behalf to substitute for Bruce C. Jenkins, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration. The Association shall have the right to collect assessments through a lawsuit, judicial foreclosure, non-judicial foreclosure or other means as provided in Sections 301 through 311 of the Act. Such remedies shall be cumulative and not exclusive.

(a) Remedies. For delinquent assessments the Association shall be entitled to (1) bring an action at law against the Owner, personally obligated to pay such delinquent assessment without waiving the lien or assessment or (2) foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of selling Deeds of Trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (3) withhold, interrupt, or terminate any or all services performed by the Association in behalf of the delinquent Member.

(b) Additional Remedies. In addition to the remedies stated above, Directors may assess a late fee for each delinquent installment, which fee shall be in an amount to be set by the Board.

(c) Costs and Attorneys' Fees. The costs and expenses of any judicial action, arbitration, sale or foreclosure, preparation of notice of lien, and any other costs and expenses directly or indirectly related to the delinquent payment, including reasonable attorneys' fees, shall be an assessment charged to the Lot Owner.

(d) Right to Bring Action. Each Lot Owner by his acceptance of a deed to a Lot expressly grants to the Association, its successors, assigns, or agents the right and power to lien the Lot and/or to bring any action(s) against such Owner personally for the collection of any assessment or amount due. Such assessment or amount due shall stand as a debt, and the Association shall have the right and power to pursue collection of said debt and to use all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as foreclosure of a mortgage or trust deed lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to submit a bid in any such foreclosure sale and to acquire and hold, lease, mortgage, sell, and convey any property interest obtained thereby.

Section 11. Non-use and Abandonment. No Owner may waive or escape personal liability for the assessments provided for herein, nor release the Lot owned by him from the liens

and charges hereof, by non-use of any Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien created hereunder upon any Lot shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first mortgage (meaning a mortgage with first priority over other mortgages) or equivalent security interest on any Lot, made in good faith and for value, recorded prior to the date any such assessment becomes due. Any holder of a first mortgage lien or equivalent security interest on a Lot who comes into possession by virtue of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take said Lot and the improvements appurtenant thereto free of any claims for unpaid assessment charges against said Lot which accrue prior to the time such holder comes into possession of the Lot, except for the claims for a share of such expenses or charge resulting from a reallocation of such assessment or charges to all Lots including the mortgaged Lot. Any first Mortgagee, who obtains title to a Lot in the development pursuant to the remedies in the mortgage/deed of trust or through foreclosure of the mortgage/deed of trust or any other security instrument, shall not be liable for more than six (6) months of the Lot's unpaid dues or charges which have accrued before the acquisition of title to the Lot by the Mortgagee through foreclosure. However, no such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All Properties dedicated to and accepted by any local public authority; and
- (b) The Common Areas.

Section 14. Delinquent Owners. As used in this section, "Delinquent Owner" means a Lot Owner who fails to pay an assessment when due.

- (a) The Board may terminate a Delinquent Owner's right:
 - (1) to receive a utility service for which the Owner pays as a common expense; or
 - (2) of access to and use of recreational facilities.
- (b) (1) Before terminating a utility service or right of access to and use of recreational facilities under Subsection (a) the Manager or Board shall give the Delinquent Owner notice. Such notice shall state:
 - (i) that the Association will terminate the Owner's utility service or right of access to and use of recreational facilities, or both, if the Association does not receive payment of the assessment within fourteen (14) calendar days;
 - (ii) the amount of the assessment due, including any interest or late payment fee; and
 - (iii) the Owner's right to request a hearing under Subsection 3.
- (2) A notice under Subsection (b)(1) may include the estimated cost to reinstate a utility service if service is terminated.
- (c) (1) The Delinquent Owner may submit a written request to the Board for an informal hearing to dispute the assessment.
- (2) A request under Subsection 3(a) shall be submitted within fourteen (14) days after the date the Delinquent Owner receives the notice under Subsection

(b)(1).

(d) The Board shall conduct an informal hearing requested under Subsection (c)(1) in accordance with the hearing procedures of the Association.

(e) If the Delinquent Owner requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board:

- (1) conducts the hearing; and
- (2) enters a final decision.

(f) If the Association terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Owner's payment of the assessment, including any interest and late payment fee.

(g) The Association may:

- (1) levy an assessment against the Delinquent Owner for the cost associated with reinstating a utility service that the Association terminates as provided in this section; and
- (2) demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in a notice under Subsection (b)(2).

Section 15. Tenant Payment of Assessments.

(a) The Board may require a tenant under a lease with a Lot Owner to pay the Association all future lease payments due to the Lot Owner if the Lot Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and until the Association is paid the amount owing. Before requiring a tenant to pay lease payments to the Association, the Association's manager or Board shall give the Lot Owner notice, which notice shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Lot Owner's tenant if the Lot Owner does not pay the amount owing within fifteen (15) days.

(b) If a Lot Owner fails to pay the amount owing within fifteen (15) days after the Association's manager or Board gives the Lot Owner notice, the Association's manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice to the tenant shall state that: (i) due to the Lot Owner's failure to pay an assessment within the required time, the Board has notified the Lot Owner of the Board's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Lot Owner. The manager or Board shall mail a copy of this notice to the Lot Owner.

(c) A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Lot Owner: (i) beginning with the next monthly or

other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (1) that the amount owing is paid. A Lot Owner shall credit each payment that the tenant makes to the Association under this section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an Association as required under this section.

(d) Within five (5) business days after the amount owing is paid, the Association's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Board shall mail a copy of this notification to the Lot Owner. The Association shall deposit money paid to the Association under this section in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed Twenty-Five Dollars (\$25.00), is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Lot Owner any remaining balance.

Section 16. Reinvestment Fee Assessment. In addition to all other assessments and upon the Conveyance of a Lot there shall be one (1) Reinvestment Fee charged to the buyer or seller, as the buyer and seller may determine, comprised of the following charges:

(a) an assessment determined pursuant to resolution of the Board and charged for Association expenses as provided for in Utah Code § 57-1-46(1)(a).

(b) No reinvestment assessment shall exceed one-half percent (0.5%) of the fair market value of the Lot, plus all improvements. When the seller is a financial institution, the reinvestment assessment shall be limited to the costs directly related to the transfer, not to exceed Two Hundred and Fifty Dollars (\$250.00). The Association may assign the charges in this Section 16(b) directly to the Association's manager.

(c) A reinvestment fee covenant recorded on or after March 16, 2010, may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

ARTICLE V ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Architectural Control Committee. The ACC shall consist of three (3) members that include one (1) appointed member of the Board and two (2) additional members to be appointed, and approved, by the Board. These appointed members may be either Members of the Association or their partners, but both a Member and the Member's partner shall not serve concurrently. The function of the ACC shall be to ensure that all exteriors of homes and Landscaping within the Property harmonize with existing surroundings and structures. The ACC shall be composed of Owners. Notwithstanding this, or any other provision of this Declaration, the Developer shall be the ACC for those Lots owned by the Developer. If such a committee is not appointed as described above, the Board itself shall perform the duties required of the committee.

The ACC, whether appointed or being the Developer as set forth below, shall require compliance with this Article. As to those Lots owned by the Developer, Developer shall be the sole ACC.

(a) **Submission to ACC.** No home, accessory or addition to a home, Landscaping, or other improvement of a Lot shall be constructed, maintained, or accomplished, and no alteration of the exterior of any home shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the ACC.

(b) **Meetings of ACC.** The ACC shall meet from time to time as may be necessary to perform its duties hereunder. Any action taken by the ACC shall require the written approval of a majority of its members.

(c) **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to ensure that all improvements, construction, Landscaping, and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures. The Board may formulate general guidelines and procedures. The adopted guidelines and procedures shall be incorporated into the rules and regulations adopted by the Board and the ACC, or the Board, as the case may be, shall act in accordance with such guidelines and procedures.

(d) **Approval Procedure.** Plans shall be submitted using an ACC Request for Architectural/Landscape Change form. Any work done prior to receipt of written ACC approval will be subject to a fine and/or removal of non-conforming improvements not approved by the ACC and any desired deviation from the requirements stated in the Declaration herein must be submitted by the applicant and approved in writing by the ACC prior to work beginning. Any plans and specifications submitted to the ACC shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the ACC fails to take any action within such period, it shall be deemed not to have approved the material submitted.

(e) **Construction.** Once begun, any improvements, construction, Landscaping, or alterations approved by the ACC shall be diligently pursued to completion. Approvals are only valid for sixty (60) days, and if work has not started within the sixty (60) days, the applicant will need to re-submit for approval. If reasonably necessary to enable such improvement, construction, Landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Area in the vicinity of the activity.

(f) **Disclaimer of Liability.** Neither the ACC, nor any member thereof acting in good faith, shall be liable to the Association or any Owner for any damage, loss, or prejudice suffered or claimed on account of:

- (1) The approval or rejection of, or the failure to approve or reject, any plans, drawings or specifications;
- (2) The development or manner of development of any of the Property; or
- (3) Any engineering or other defect in approved plans and specifications.

(g) **Non-Waiver.** The approval of the ACC of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the ACC to disapprove any similar plans and specifications subsequently submitted.

(h) **Limit on Fee for Approval of Plans.** The Association may charge a plan fee that is equivalent to the cost of reviewing and approving the plans. As used in this section, "plans"

mean any plans for the construction or improvement of a Lot which are required to be approved by the Association before the construction or improvement may occur.

Section 2. **Home Requirements.** No home may be built on any Lot until it is approved in writing by the ACC as to size, condition, and appearance. Said home must have complete sanitary facilities, including among other things a lavatory, toilet, wash basin, tub or shower, and kitchen sink. The home must be connected to water and sewer lines in conformity with State and Washington County health requirements. The ACC must approve the placement of each home. When the Owner is prepared to place the home on the Lot, he must give the ACC twenty (20) days advance notice and specify the dimensions of the home. At that time the ACC will determine whether the home is acceptable and, if so, the ACC will designate the exact placement of the home on the Lot. Under no circumstances shall any home built after February 17, 2004 be less than nine hundred and fifty (950) square feet for phases I, II, III, and V. Under no circumstances shall any home built after the adoption of this Declaration be less than one thousand two hundred (1,200) square feet for phase IV. In no circumstances shall a modular or off-site built home be permitted.

A flat Lot is defined as a Lot whose level does not vary more than five (5) feet in height on any two (2) points. No fill, earth or other material can be added or rearranged on the Lot to vary from this definition. Except for Lots 85, 86, 114, 145, 152, 153, and 154, no second level or split-level home shall be built on a flat Lot. With respect to Lots that are not flat, and with respect to those Lots excepted above, a second level or tri-level home can be built provided that the total height of the structure, from top to bottom, shall not exceed two (2) stories, and the roof height (from the curb to the roof peak) is approved by the ACC.

Section 3. **Home Siding and Doors.** The exterior of all homes shall be stucco with up to fifteen percent (15%) decorative rock, brick, or tile as approved by the ACC. The color of the stucco, trim, front door, door frames, and garage door is limited to pre-approved colors as provided by the ACC. Exterior doors are allowed with no restriction as to design, however, the frame color must be consistent with the home's exterior wall and trim colors approved by the ACC. Colored doors are permitted subject to ACC approval prior to painting.

Section 4. **Roof and Coloring Requirements.** All homes placed in the subdivision shall have tile shingles with a color, shape, and material matching the existing homes. All roofs must be at least a three-twelfths (3/12) pitch. Primary roof forms shall consist of gables and/or hips. Flat roofs are not permitted. Facias may be either stucco or aluminum; wood soffits and facias are not permitted.

Section 5. **Other Structures.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) home, a deck, patio or porch, storage room, and garage or carport.

Section 6. **Rain Gutters.** All roofs must have full length rain gutters, where practical, and downspouts. All rain gutters must be piped to the front of the house so that water flows to the street gutters (see Section 12 for drainage requirements). Gutters and downspouts must be white

or match the pre-approved color of the exterior walls.

Section 7. Carpports or Garages. All homes must have a covered carport or garage for not less than one (1) car. The carport or garage must be compatible with the home's appearance and be no smaller than eleven by fifteen (11 x 15) feet. A complete drawing of the carport with specifications must be submitted to the ACC at the time the drawings for the home's location are submitted, and must be approved by the ACC prior to placement of the home on the Lot.

Section 8. Landscaping and Irrigation. The front and rear yards of the home must be landscaped in a manner acceptable to the ACC and consistent with Landscaping throughout the Subdivision. Before the commencement of any planting, Landscaping, or major changes to existing Landscaping, written plans for such shall be submitted to the ACC for approval and any Landscaping approved by the ACC must be completed, weather permitting, within ninety (90) days of the home installation. An automatic sprinkling or irrigation system must be installed by each Owner so Landscaping may be maintained on a year around basis. The tree and irrigation system shall be installed immediately after the home has been placed on a Lot and all garages, carports, porches and driveways have been constructed. All Landscaping irrigation systems must be installed and functioning within ninety (90) days of a certificate of occupancy being issued for the home. A deposit of Five Hundred Dollars (\$500.00) shall be placed with the Association prior to the construction of any home. When Landscaping is completed this deposit shall be returned to the Owner, contingent on ACC final approval, and deductions from the deposit to correct any violations.

Section 9. Storage Rooms. Storage rooms must be constructed of materials compatible with the home's appearance, i.e. stucco with tile roof.

Section 10. Air Conditioning Systems. Air conditioning units must be placed at the rear or side of the home at ground level and must be adequately screened from view. Roof mounted evaporative coolers are allowed but must be the "low-profile" type with a thirty-four (34) inch maxim height. No duct work shall be allowed on roofs. Portable, or window-mounted air conditioners or evaporative coolers are not permitted.

Section 11. Adjustments. The ACC may allow reasonable variances in and adjustments to these restrictions if such are necessary to overcome practical difficulties and prevent unnecessary hardships; provided, however, that such variances or adjustments are granted in conformity with the intent and purposes hereof and provided that in every instance such variance or adjustment will not be materially detrimental or injurious to other property in the Subdivision.

Section 12. Regrading and Drainage. No Lot surface or tract in the Subdivision shall be regraded without the prior consent of the ACC. No Owner shall in any way interfere with, destroy, or alter any drainage or flood control ditches or devices located on his Lot. It shall be the individual Owner's responsibility to maintain and protect drainage and flood control ditches or devices located on his Lot. Under no circumstances may any Owner divert water from his Lot on to another Lot or on to any Common Area except for the street gutters, as explained in Section 13. Owners

are responsible for all drainage from their Lots.

Section 13. Street Gutters. Street gutters are considered part of the Common Area and it is important to keep water in the gutters in order to keep water (1) directed to drains, and (2) off of the asphalt street, which can cause asphalt to deteriorate. Owners may not install any form including concrete, rubber or any other 'filler' material that fills the gutter, either partially or completely, and that may cause normal water flow to be redirected out of the gutter. Iron/Steel plates used as a ramp that bridge over the gutter on the driveway are permitted, so long as they are no wider than the width of the driveway, and no longer than required to span only the concrete gutter and have ACC approval prior to installation. While these iron/steel plates are permitted, the Owner is responsible for keeping the gutter under the plates clear of debris in order to permit water to flow in the gutter.

Gutter fillers that were in place prior to January 1, 2017, may remain in place so long as they remain in good repair and any pipe or openings intended to carry water through the filler are kept free of debris so that water may flow through it fully. If openings are not kept clear, causing water to be redirected onto the asphalt, the ACC may request the Owner to remove the entire gutter filler and pay for any damage to the Common Area. Any existing gutter fillers that need to be replaced or repaired will not be approved by the ACC and must be removed.

Section 14. Landscaping Design. The extent of Landscaping provided by the Owner shall include all portions of Lot not covered by other improvements and shall conform with landscape improvements of Common Area. Lawns are discouraged, except as approved by ACC and reviewed by project Landscape Architect to ensure against excessive wetting of expansive soils. Some artificial lawns (green only) are permitted, subject to prior written ACC approval. Drought resistant or xeriscape plant materials are to be used, particularly in areas where drainage of irrigation water will impact soil stability. A minimum of seventy-five percent (75%) of landscaped area shall be improved with plants from an approved list of plant types as approved by landscape architect and ACC. If an approved list is not maintained by the ACC, then plants must be consistent with existing Landscaping within the Subdivision.

Section 15. Type of Occupancy. Occupancy is limited to a single-family residence, plus their relatives and needed caretakers. Total occupancy of a home shall not exceed two (2) persons per bedroom, and is further restricted to at least one (1) occupant per Lot of age 55 or older in eighty percent (80%) of the dwellings as further described in Article XII below. An individual that occupies or otherwise resides in the dwelling for more than sixty (60) days per quarter shall be considered an 'occupant' and not a 'guest' for purposes of this Section.

Section 16. Property Line & Setbacks. In general, the Owner's property begins on the inside edge of the front curb, as typically denoted by the presence of steel pins in the curb. The curb is part of the Common Area and may not be encroached, except as specifically designated in Article V, Section 13 above which permits the use of iron/steel plates as ramps. Setbacks must be ten (10) feet from the inside edge of the front curb, five (5) feet on each side of the house and seven and one-half (7½) feet from the rear property edge.

Section 17. Solar Window Screens. Frames for solar window screens must be constructed of aluminum. Allowable screen fabric colors are beige, tan, and gray/black. Installation by a professional is required.

Section 18. Windows. Lo-E Glass is encouraged, and Solar Window Tinting is permitted so long as the reflective value is not below 20.

Section 19. Exterior Lighting. Down lighting is required to light the driveway from dusk to dawn using a dusk-to-dawn sensor. A minimum of two (2) lights, either recessed under the eave above the garage door, or one coach-style light on each side of the garage door, are required and must remain in good working order and remain on from dusk to dawn.

Section 20. Driveways and Walkways. All new and/or changes or additions to all existing driveways or walkways must be the natural color of poured concrete or a color that matches the color or trim of the home, conform to the Subdivision's general architecture and include relocating any inhibited lawn sprinklers. Work must be performed by a licensed, insured contractor. Concrete color coating is not permitted.

Section 21. Fence, Wall, and Hedge Requirements. No fence, wall, or hedge shall be constructed without prior approval of the ACC. All fences shall be consistent with the Subdivision. No fence, wall, or hedge shall be constructed or maintained higher than six (6) feet on any Lot, except in the case of a retaining wall, per ACC approval. Examples of acceptable fencing are: block masonry, rock, wrought iron, and vinyl. Wood and chain link fences are not permitted. Fences/Walls on an Owner's property line are the responsibility of the Owner to maintain. As an example, the red masonry block wall running parallel with Telegraph, and also separating RidgePointe from Winter Haven, is located on the property lines of each Owner that backs up to the wall, and is the Owner's responsibility to maintain. Fences/Walls constructed between two (2) neighboring Lots must have written consent of the adjoining Owners prior to submission of the request for ACC approval and installation. The adjoining Owners must share maintenance.

Section 22. Swimming Pools/Hot Tubs. Swimming pools and hot tubs are allowed in enclosed rear yards, provided said installation has received prior ACC written approval via an ACC Request form. Full construction plans must be submitted for review prior to obtaining permits. If approved, the ACC Request will include a stipulation noting that the ACC is approving only the conceptual design of the installation. Compliance with any and all city, county, and state regulations are the sole responsibility of the applicant. It will also state that liability for the installation, maintenance, care, and safety of the pool or hot tub will rest solely with the applicant.

ARTICLE VI OPERATION AND MAINTENANCE

Section 1. Maintenance of Common Areas and Significant Facilities. The Common Areas shall be maintained by the Association so as not to detract from the appearance of the Property and so as not to adversely affect the value or use of any Lot. The Association shall also

be responsible to maintain the grass for each Lot, as well as the irrigation watering schedule for each Lot that has an accessible timer. This means that the Board will employ a landscaping service to mow and edge the lawns and adjust sprinkler timers, valves, and heads to maximize coverage and will bill the Owner for the maintenance costs. Correcting of malfunctioning, inadequate, or damaged sprinkler systems is the responsibility of the Owner. Sprinkler systems that are damaged by the landscaping service will be repaired by the landscaping service at their expense. The Association shall also be responsible to provide and maintain any significant facilities and services specifically designed to meet the physical or social needs of older persons, to the extent such facilities and services are necessary and practicable.

Section 2. Maintenance by Owner. Homes and yards are to be kept in good condition, including, but not limited to, paint, trim, replacement of broken/missing materials, weeding, tree trimming, removal of dead plant material, etc. Each Owner shall be solely responsible for maintenance of the trees, shrubs, and plants on his Lot and the exterior of his home, and for ensuring that trees, shrubs, and plants planted on the Owner's Lot do not encroach on neighboring Lots nor the Common Area. In the event any Owner shall fail to perform this maintenance in a manner consistent with the terms of this Declaration, the Association shall have the right to enter upon such Lot in order to perform any necessary maintenance. The cost of such additional maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Utilities. The Association, by decision of the Board, retains the right to assume responsibility for paying all or a portion of the utilities assessed to each individual Lot, and to thereafter include as a part of each Lot Owner's regular assessment a payment for that particular utility service. Each Lot Owner shall independently pay for all utility services or portions of a utility service which are not expressly assumed by the Association. Such utilities may include, but are not limited to: cable TV service, sewer, garbage pick-up, water, electricity, telephone, and gas.

Section 4. Access at Reasonable Hours. The Board, or its authorized representative, after giving not less than twenty-four (24) hours advance notice posted to the Lot, may access a Lot, including the dwelling unit, from time to time during reasonable hours, as necessary for maintenance, repair, or replacement of any of the Common Areas. If repair to a Lot, dwelling unit or Common Area -- that if not made in a timely manner -- will likely result in immediate and substantial damage to a Common Area or another Lot or dwelling unit, then the Board may enter the Lot or the dwelling unit to make the emergency repair upon such notice as is reasonable under the circumstances.

Section 5. Duties of Manager. The Association may carry out through a manager any of its functions which are properly the subject of delegation. Any manager so engaged may be an independent contractor or an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. The manager may contract with independent contractors or managing agents to perform all or any part

of the duties and responsibilities of the Association in relation to the Common Areas and all general maintenance and repairs within the Project. Any such contract with independent contractors or managing agents shall be limited to a duration of one (1) year, provided, however, that contracts may be renewable for successive one (1) year periods with the approval of the majority of the Board.

Section 6. Terms of Management Agreement. Any agreement for professional management of the Development may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

ARTICLE VII EASEMENTS

Section 1. Reservation of Easements. Developer expressly reserves for the use and benefit of itself, its heirs and assigns, all public utilities serving the Property and the Association an easement and right-of-way within the area of each of the private streets and within the areas of the public utility easements shown on the Plat for the purpose of constructing and placing within and thereon wires, conduits, transformers, and related and necessary items of equipment for the underground transmission of gas and electricity and for the construction, installation, operation and maintenance of water lines, sewer lines, drains, water pipes, telephone, television cable, or conduits under the surface of said streets and easements for any lawful purpose whatsoever.

Section 2. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are as shown on the Plat. Within the easements, no structures shall be placed or permitted nor shall anything be done that may change or alter the direction or flow of drainage in the easements or which may obstruct or retard the flow of surface water through drainage channels or easements. All surface water shall be directed into these channels.

ARTICLE VIII INSURANCE

Section 1. INSURANCE ON LOTS AND HOMES. THE ASSOCIATION SHALL HAVE NO DUTY OR RESPONSIBILITY TO PROCURE OR MAINTAIN ANY FIRE, LIABILITY, FLOOD, EARTHQUAKE OR SIMILAR CASUALTY COVERAGE FOR A LOT OR HOME, OR FOR THE CONTENTS OF ANY HOME. THE ASSOCIATION ALSO SHALL HAVE NO DUTY TO INSURE AGAINST ANY NEGLIGENT ACTS OR EVENTS OCCURRING AT- OR ON A LOT OR IN THE HOME.

Section 2. Assessments. Funds for insurance to be maintained by the Association shall be provided for from assessments as allowed by Article IV.

Section 3. Required Insurance. The Association shall secure and at all times maintain

the following insurance coverage:

(a) **Multi-peril Coverage.** A multi-peril type policy covering the Common Areas and facilities. Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, fire, earthquake, hailstorm, water drainage, and such other risks as customarily are covered with respect to projects similar to this Project in its construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent.

(b) **Broad-form Public Liability Coverage.** A comprehensive policy insuring the Owners, the Association, its Directors, officers, agents and employees against all damage or injury caused by their negligence to the public, invitees, tenants, or Owners on the Common Areas. Limits of the liability under such coverage shall not be less than One Million Dollars (\$1,000,000.00) for all claims for personal injury or property damage, or both, arising out of a single occurrence. Such policy or policies shall be issued on a comprehensive liability basis, shall provide that cross-insurers as between themselves are not prejudiced, and shall contain a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the development because of negligent acts of the Association or others.

(c) **Fidelity Coverage.** A fidelity policy or policies to protect against dishonest acts on the part of a Director(s), officer(s), manager, employee(s) of the Association and all others, including volunteers, who handle or are responsible for handling funds of the Association. The fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than one hundred percent (100%) of the reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of employee or similar expression. Said policy shall also provide that it may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days prior written notice to all first Mortgagees of Lots.

Section 4. Additional Provisions. The following additional provisions shall apply with respect to insurance:

(a) **Approval of Policies.** All policies shall be written by a reputable company approved by the Board.

(b) **Contribution.** Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.

(c) **Flood Insurance.** In the event that some part of the Project is now or may in the future be classified by the United States Department of Housing and Urban Development

as an area having special flood hazards, a blanket policy of flood insurance on the flood areas shall be maintained in an amount customarily required in projects of this type to insure against flood damage.

(d) Premiums Maintained in the Name of the Association as Trustee. Premiums for all insurance coverage obtained by the Association shall be written in the name of the Association as trustee for each of the Owners.

(e) Review of Insurance Policies. The Board shall periodically, and whenever demand is made by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and actions to any Mortgagee or any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owners.

(f) Rebuilding After Damage or Destruction. In the event of damage or destruction by fire or other casualty to any properties covered by insurance written in the name of the Association as trustee for the Owners, the Board shall, upon receipt of insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the Properties to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, whose accounts are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by the signatures of at least two (2) members of the Board. The Board and/or the Association treasurer shall advertise for sealed bids with any licensed contractors. The contractors shall be required to provide a full performance and payment bond for the repair, construction, or rebuilding of destroyed property. In the event the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, or both, to the same condition as formerly, the Board shall levy a special assessment against all Owners in such proportions as the Board deems fair and equitable in light of the damage sustained.

ARTICLE IX ADDITIONAL PROPERTIES

Notwithstanding anything stated herein to the contrary, the Property as defined in Exhibits A and B shall not be added to or expanded.

ARTICLE X USE & OCCUPANCY RESTRICTIONS

Section 1. Housing for Older Persons. A minimum of eighty percent (80%) of the Association dwellings must be occupied by at least one (1) person age 55 or older, as more fully described in Article XII below.

Section 2. Pets. No household pets, or other animals or poultry may be kept on any Lot, except indoor pets as approved by the Board; provided, however, that such pets are not raised, bred, or kept for commercial purposes. No more than two (2) pets are permitted per Lot. Pets must be controlled on a leash and directly supervised when outside the confines of the home or fenced yard. All pet waste must be picked up immediately. The Association has the right to restrict the

size and number of pets and to revoke permission to keep pets which annoy or disturb the peace and quiet or cause injury to persons or property.

Section 3. Activities. 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 Association or any adjoining or neighboring Lot Owner.

Section 4. Signs. All signs, excepting "Home For Sale" or "Home For Rent" signs, may be displayed in said subdivision only with the Association's prior approval. Only one (1) "Home for Rent" or "Home for Sale" sign is permitted per Lot. Signs, objects of unsightly appearance, or nuisance are not permitted. A single political sign, no larger than eighteen by twenty-four (18 x 24), may be displayed in an Owners yard as early as thirty (30) days prior to election day and must be removed the day after.

Section 5. Laundry. Drying clothes, etc. outside of the home is not allowed.

Section 6. Garbage and Trash. All garbage and trash shall be placed in properly covered containers. At no time shall there be piles of refuse and junk on any Lot. Garbage and trash cans may be placed on the street the night before trash pick-up day and are to be removed from the street the day of pick up and stored on the side or back of the home. Garbage and trash cans shall not be stored in front of any home.

Non-patio furniture, trash, clutter, etc., are not to be kept or stored on any Lot. Porches, patios, balconies, and areas between Lots are to be clean/free from unsightly objects.

Section 7. Antennas, Including Satellite TV Dishes and Solar. No television or radio antennas, towers or discs may be erected on the Property without specific approval of the ACC. All solar collectors must be non-reflective and approved, prior to installation, by the ACC.

- (a) Satellite TV Dishes must be permitted, per federal law. The ACC may control their placement on the home, as long as its requirements do not inhibit reception quality. Dishes for satellite providers may be installed on the side or back of the home but not on the front of the house facing the street. They should be attached on the eaves but not on the roof or exterior walls.
- (b) TV antennas, while permitted under the same federal laws that exist for satellite TV dishes, have access to very few stations in the Subdivision and are discouraged.
- (c) Solar Collector Panels must be non-reflective and approved by the ACC. Solar panels must be black-on-black and rated Tier 1 industry level quality by a Tier 1 manufacturer. Plans must be approved by the ACC prior to obtaining permits. Solar panels must lay flush to the surface of the roof and meet all fire codes for the space required between the edges of the panels and the top, bottom, and side edges of the roof. Typically, a minimum border of three (3) feet will be required. All mechanical equipment (batteries, inverters, power lock box, power connections) and other devices, including conduit, must be hidden from view or attached to the wall next to the home's electrical panel. Fencing to hide the equipment may be required. A licensed, insured contractor is required. The above are

subject to rules applying to solar energy systems in a homeowners association, as stated in Utah Code § 57-8a-701.

Section 8. Recreational Vehicles and Vehicle Maintenance. Recreational vehicles such as RVs, boats, trailers, or similar vehicles, will be allowed on Lots only if they can be parked off the street. The recreational vehicle may be parked on the street in front of the Owner's Lot, the clubhouse parking lot, or other lot that is designated for permit parking, for a maximum of three (3) consecutive days for the purpose of loading or unloading the vehicle as long as it is not blocking another Owner's Lot. Major repairs or maintenance shall not be done within the Association on any vehicle. Major repairs, for the purpose of this Section, is defined as any repair requiring more than one (1) day to complete.

Section 9. Wood Storage. All firewood or other wood stored on a Lot shall be neatly stacked and stored in such manner as to be least visible from adjacent Lots and Common Area.

Section 10. Failure to Maintain Lot. In the event any Lot is not maintained and kept clean as herein provided or as provided in the Association's rules and regulations, the Association may send the Owner written notice that his Lot is not being adequately maintained. If the Owner fails to take substantive steps toward adequately maintaining his Lot within fifteen (15) days of his receipt of the aforementioned written notice, the Association shall have the right to furnish the labor and/or materials necessary to bring the Lot, including improvements and Landscaping thereon, to a standard which meets with the Association approval, in its sole discretion, and then to maintain the Lot according to such standards. In such event, the Owner shall pay the Association an amount equal to all direct and indirect costs and expenses incurred by the Developer or ACC in furnishing such labor and/or materials; the amount that the Owner is obligated to pay hereunder shall constitute a lien on such Lot and shall be payable within ten (10) days after the Owner is notified of the amount due and payable. In the event the Owner fails to pay the Association the amount owed pursuant to this Section, the Association shall have the remedies set forth in Article IV, Section 10 herein.

Section 11. Use of Common Area. The Common Area shall be maintained and used so as not to constitute a nuisance to nearby Owners. All usage of the Common Area shall be in compliance with the applicable provisions of the rules and regulations of the Association.

Section 12. Single Family Adult Purpose. The Property is hereby established as a senior, adult, community. All Lots within the Association shall be used exclusively for single family residential home purposes. For eighty percent (80%) of the residences, at least one (1) occupant or Owner shall be an adult of fifty-five (55) years of age or more. The Board shall have the authority to establish separate rules concerning the maintenance of the Properties as a "55 and over" community, including without limitation establishing the maximum period during any calendar year during which (a) visitors 18 years of age and under, and (b) visitors over age 18 may visit on the Property. A person under age 18 may visit for short periods of time, as may any 'guests', for a maximum of fourteen (14) consecutive days and no more than twenty-one (21) total days in any quarter. The restrictions contained in this Section 12 of Article X are solely for the

benefit of the Owners and occupants of the Property and are not meant to discriminate against younger people, but rather to protect the rights and interest of senior adult Owners and occupants in maintaining their community.

Section 13. No Further Subdivision. No Lot shall be re-subdivided smaller than shown or delineated on the Plat.

Section 14. Leasing/Rental Policy.

(a) No Owner shall lease or rent less than his or her entire living unit. A renter or lessee may not sublet or allow a third party to occupy the unit. No dormitory type rentals are permitted. Any lease or rental agreement shall be in writing and must be presented to the Board. All lease or rental agreements must be for a minimum period of twelve (12) months and there shall be no rentals for commercial, hotel, transient, or vacation purposes. (b) Units in the Association that are currently being leased or rented are units 2, 22, and 98. Each of the listed units shall be granted a grandfather status until the unit is transferred or becomes Owner-Occupied. An Owner that is currently leasing in compliance with the Declaration may continue to lease the Owner's Lot even if the lessees change or the Lot remains unoccupied in between lease terms. As each unit with grandfather status is transferred, no further units will be allowed to be leased or rented, except

- (i) if Lot Owner qualifies an exemption as provided below;
- (ii) the Owner of a grandfathered Lot passes the Lot to the heirs of such Owner by intestacy or testamentary instrument, may continue to be leased until the heirs sell the Lot or it becomes Owner-Occupied; or
- (iii) if an Owner transfers the Owner's Lot at a time when a lease is in effect with respect to that Lot, the lease shall continue to its termination. However, the purchaser of the Lot shall not have the right to lease the Lot after such purchaser takes title to the Lot, except for the remainder of the term of the lease in place at the time of transfer.

(c) For purposes hereof, a Lot shall be deemed "Owner-Occupied" if:

- (i) Except as provided for in (e)(ii) below, the Owner or any member of Owner's immediate or extended family occupies the Lot for a period of seven (7) days or more in any ten (10) consecutive day period; or
- (ii) An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot;

(d) For purposes of this Section 14, a transfer occurs when one (1) or more of the following occur:

- (i) the Conveyance, sale, or other transfer of a Lot by deed;
- (ii) the granting of a life estate in the Lot; or
- (iii) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than seventy-five percent (75%) of the business entity's share, stock, membership interest, or partnership interest in a twelve (12) -month period.

(e) If an Owner believes that a hardship is being endured pursuant to which such Owner needs to lease the Owner's Lot, the Owner may apply to the Board for a hardship exemption from

the leasing restrictions contained in this Section 14. If an Owner decides to apply for a hardship exemption, such Owner must take the following steps:

(i) **Application.** The Owner must submit a request in writing to the Board requesting a hardship exemption setting forth in detail the reasons for the request.

(ii) **Approved Exemptions.** The following five (5) hardship exemptions shall be deemed expressly approved, provided the Owner provides proof of engagement in one (1) or more of the following for each application or extension:

(A) a Lot Owner in the military for the period of the Lot Owner's deployment;

(B) a Lot occupied by a Lot Owner's parent, child, or sibling;

(C) a Lot Owner whose employer has relocated the Lot Owner for two (2) years or less;

(D) a Lot owned by an entity that is occupied by an individual who:

(1) has voting rights under the entity's organizing documents; and

(2) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity; and

(E) a Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:

(1) the estate of a current resident of the Lot; or

(2) the parent, child, or sibling of the current resident of the Lot.

(iii) **Conditional Exemptions.** In addition to the approved exemptions, if based on the information supplied to the Board by the Owner, the Board finds, in its sole discretion, that a reasonable hardship exists, the Board may grant a waiver of lease restrictions up to a maximum of one (1) year.

(A) **Conditional Hardship Factors.** The types of hardships that the Board may consider under Subsection (iii) above, shall include, but not be limited to, (i) a death in the family; (ii) medical treatments for an Owner, or a person residing with the Owner; (iii) a circumstance that requires the Owner to be away from the Owner's Lot for a good faith reason; (iv) religious, humanitarian, or civic service; or (v) any other reason the Board, in its sole discretion, determines constitutes a hardship.

(B) **Application for Extension of Conditional Exemptions.** In the event an Owner has been granted a conditional hardship exemption, such Owner must reapply within thirty (30) days of the expiration of such hardship exemption, if such Owner wishes to request an extension thereof. The Board, in its sole discretion, may decide if an extension for such conditional hardship exemption shall be granted. However, in no event shall the hardship be extended beyond a period of two (2) years.

(f) The Board shall have the right to lease any Association owned Lots or any Lot which the Association has possession of, pursuant to any court order or foreclosure (judicial or non-judicial) and said Lots shall not be subject to this Section 14.

(g) Except as provided in this Subsection (g), the Association may not require a Lot Owner who owns a rental Lot to:

(i) obtain the Association's approval of a prospective renter;

(ii) give the Association:

(A) a copy of a rental application;

- (B) a copy of a renter's or prospective renter's credit information or credit report;
 - (C) a copy of a renter's or prospective renter's background check; or
 - (D) documentation to verify the renter's age; or
 - (E) pay an additional assessment, fine, or fee because the Lot is a rental Lot.
- (iii) a Lot Owner who owns a rental Lot shall give an Association the documents described in Subsection (g) if the Lot Owner is required to provide the documents by court order or as part of discovery under the Utah Rules of Civil Procedure.
- (iv) to the extent the Declaration lawfully prohibits or restricts occupancy of the Lots by a certain class of individuals, the Association may require a Lot Owner who owns a rental Lot to give the Association the information described in this Subsection (g), if:
- (A) the information helps the Association determine whether the renter's occupancy of the Lot complies with the Declaration; and
 - (B) the Association uses the information to determine whether the renter's occupancy of the Lot complies with the Declaration.
- (h) No unit may be leased/rented except as a single-family unit which is described as follows: A single family unit when used in this Declaration shall mean a group of not more than four (4) persons in a two (2) bedroom unit or up to six (6) persons in a three (3) bedroom unit or larger, who are directly related either as spouses or significant others, parent and child, grandparent or grandchild, niece, nephew or as siblings.
- (i) Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. In the event the Owner fails to remedy the default under their lease agreement, the Association is hereby appointed agent of the Owner and may initiate eviction proceedings against Tenant.
- (j) The Association must be notified, through its President or other Director, forty-eight (48) hours prior to any move-in or move-out.

Section 15. Vehicles and Parking. Only street legal vehicles, duly licensed and insured are permitted (excludes golf carts). Commercial vehicles, and vehicles that are unlicensed, leak fluids, are inoperable or in disrepair are not permitted on streets or in driveways.

Owners and residents shall park their vehicles inside their garage or on their cement driveway. Owners and residents shall not park vehicles more than one (1) night on the street. Guest vehicles may be parked up to seven (7) days on the street in front of the visited home. Owners must obtain a parking permit from the Management Office if guests need more than seven (7) days, or if they wish to park a vehicle in the Clubhouse parking lot or other parking lot designated for permit parking. Vehicles may not be parked on any landscaped areas.

No semi-trailers or tractors will be parked on the Property at any time except current contractors working on a project.

Section 16. Display of the Flag. The Association may not prohibit an Owner from displaying the United States flag inside a dwelling or on the Owner's Lot or Limited Common

Area appurtenant to the Owner's Lot if the display complies with United States Code, Title 4, Chapter 1. The Association may, by rule of the Board, restrict the display of a United States flag on the Common Area.

Section 17. Speed Limit. All Owners, residents, and guests must obey the posted speed limits at all times.

Section 18. Use of Swimming Pool. Guests, and persons under 18, must always be accompanied by an adult resident. Residents may not lend, nor leave, the Pool Pass (and key) to/with guests or non-residents. The pool key must remain attached to the Pool Pass at all times.

Section 19. Garage Sales. Garage Sales are to be confined to the Owner's Lot only.

Section 20. Commercial Activity. No commercial activity shall be conducted from any home, nor on any portion of the Subdivision, that increases traffic on the Subdivision streets by inviting, encouraging, or allowing anyone to come to the Subdivision for the purpose of conducting any commercial activity, business, or enterprise.

Section 21. Quiet Enjoyment. This is a 55 and older community and Owners have a right to occupy their homes in relative peace without chronic disruptions or disturbances by neighbors. Owners, occupants, and guests shall be courteous and respectful to others and shall not become an annoyance or nuisance to others that could deny their right to the quiet enjoyment of their property and the Subdivision. It is each Owner's responsibility to proactively attempt to resolve disputes through courteous and respectful interaction with others. Owners, occupants, and guests shall not engage in excessive, harassing, or abusive behavior, whether verbal, written or physical, nor any form of intimidation or aggression directed at others.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner or first Mortgagee, shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws or the Articles of Incorporation. Specifically, the aggrieved party may seek to recover damages and for injunctive relief. Failure by the Association to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any covenant, condition, or restriction included herein is inconsistent or in conflict with restrictions set forth in the subdivision, building, zoning or other ordinances of the City of Washington, the ordinances shall govern so long as the restrictions contained in the ordinances are more restrictive than the terms of this Declaration. However, where the terms of this Declaration are more restrictive than those contained in the ordinances of the City of Washington, Owners shall be subject to the enforcement of the terms of this Declaration.

Concerns or violations must be reported to the Association in writing in care of the

management company.

Section 2. Severability, Construction and Validity of Restrictions. All of said conditions, covenants and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or restriction, or any part thereof, shall be thereby affected or impaired; and the Association and Lot Owners, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause, and phrase of this Declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause, or phrase be declared invalid or inoperative or for any reason become unenforceable.

Section 3. Interpretation. The singular wherever used in this Declaration shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Terms used in this Declaration shall be construed according to their fair meaning.

Section 4. Conflicts. In case of any conflict between this Declaration, as the same may be amended from time to time, the Articles of Incorporation, and the Bylaws of the Association, as they may be amended from time to time, the provisions of this Declaration shall be controlling.

Section 5. Condemnation. If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used promptly by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Association which are proceeds for the taking of any portion of the Common Areas provided, however, that in the event of a taking in which any Lot is eliminated, the Association shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Lot to such Owner and any first Mortgagee of such Lot, as their interests shall appear, after deducting the proportionate share of said Lot from the cost of debris removal.

Section 6. Right of First Mortgagee to Examine Association Records. Any first Mortgagee shall have the right to examine the books, records, and financial statements of the Association upon reasonable notice.

Section 7. Nonmeritorious Litigation. In accordance with Utah Code Ann. § 78-27-56, the Association shall be entitled to an award of reasonable attorney fees if a court of competent jurisdiction determines that an action brought against the Association was without merit and was not brought or asserted in good faith. The Association shall also be entitled to all related costs and fees resulting from such an action.

Section 8. Notices. When notice is required under this Declaration, notice shall be given as provided in the Bylaws. The Association shall give to any first Mortgagee requesting the same, notice of all meetings of the Association, and the first Mortgagee shall thereafter be entitled to have a representative attend all such meetings. The Association shall also give to any first Mortgagee requesting the same, notice of the following: (a) any default by the Owner of the Lot subject to the first mortgage in the performance of said Owner's obligations under this Declaration, the Articles of Incorporation, Bylaws, or rules of the Association, which default has not been cured within thirty (30) days; (b) any substantial damage to any Lot or the Common Areas the repair of which will cost more than Five Thousand Dollars (\$5,000.00); (c) any proposed condemnation proceedings against any Lot or the Common Areas; and (d) any proposal by the Association to either abandon the Project established by this Declaration, or to pass any material amendment to this Declaration, the Articles of Incorporation, or the Bylaws.

Section 9. Waiver. The failure by any Owner or the Association to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Association, Owner, or Developer. No waiver of a breach shall be construed to be a waiver of any other breach of the same or other provision nor shall the failure to enforce any one of the provisions hereof be construed as a waiver of any other provision.

Section 10. Assessment for Sewers. Purchasers of Lots in phase I, II, III, and IV RidgePointe Subdivision are subject to an assessment from Washington City for maintenance of the sewer lift station.

Section 11. Future Instruments. All instruments conveying or assigning any interest in all or part of the Property shall refer to this instrument and shall be subject to the covenants, restrictions, reservations, conditions and servitude herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms regardless whether express reference is made to this instrument.

Section 12. Amendment. This Declaration may be amended only by an instrument executed by at least two-thirds (2/3) of the Owners; such an amendment shall not be effective until it is recorded. Notwithstanding the right of the Owners to amend this Declaration, the Board shall have the right, upon advice of legal counsel and without Owner approval, to amend the Declaration to conform to any local, state, or federal laws which mandate changes to this Declaration or which laws would render one or more covenants obsolete or contrary to law.

Section 13. Expansion. Developer reserves the right to expand the project through the comparable development of adjacent land and incorporate said expansion land within this Declaration by specified reference thereto. Any such expansion shall be subject to all the terms and conditions of this Declaration.

Section 14. Gender. As used herein, the masculine shall include the feminine and neuter.

Section 15. Vacant Lots. All buyers of Lots shall have up to three (3) years to build or otherwise have an approved home installed on their Lot. Owners who fail to begin construction within three (3) years may be subject to (1) fines up to Five Hundred Dollars (\$500.00) per month and (2) a lien being placed against the Lot, until the fines and lien are satisfied prior to construction of the new home beginning or transfer of ownership is complete. Owners may not exercise a 'controlled transfer of ownership' to family members, nor any entity over which the Owner has full or partial control or influence, in order to avoid fines associated with this requirement.

Section 16. Action of the Association. Except as limited in this Declaration or the Association Bylaws, the Board acts in all instances on behalf of the Association.

Section 17. Rules Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Association. If for any reason this Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

Section 18. Fines. The Association, through its Board, shall have the power to levy fines for violations of the Association's governing documents and fines may only be levied for violations of the governing documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code § 57-8a-218(2)(b), a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the governing documents by the tenant. The Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines.

Section 19. Reserve Fund. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the governing documents, or, if the governing documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent. Unless a majority of the Association Owners vote to approve the use of reserve fund money for that purpose, the Board may not use money in a reserve fund: (i) for daily maintenance expenses; or (ii) for any purpose other than the purpose for which the reserve fund was established. A Board shall maintain a reserve fund separate from other Association funds.

Section 20. Budget. At least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the Members. A budget presented by the Board is only disapproved if Member action to disapprove the budget is taken in accordance with the limitations under Section 215 of the Act.

ARTICLE XII HOUSING FOR OLDER PERSONS

Section 1. Familial Status Discrimination. The Act prohibits discrimination on the basis of, among other things, Familial Status, except in the case of Housing for Older Persons. This Declaration and the policies, procedures, and rules provided for hereunder, demonstrate: (1) that this Property is intended and operated for occupancy by persons 55 years of age or older; (2) that not less than eighty percent (80%) of the occupied units are to be occupied by at least one (1) person who is 55 years of age and older as required by the Act for Older Persons; (3) that the Association will maintain a policy, except as provided in (A) the Association's policies, procedures, and rules and (B) Section 3 below, that each and every home shall be occupied by at least one (1) person 55 years of age or older; (4) no person under the age of 18 is permitted to be an occupant; and (5) that the Association shall publish and adhere to policies, procedures, and rules that demonstrate the intent required under the Act for Older Persons in order to be exempted from the prohibition against discriminating on the basis of Familial Status and that the Association will comply with any and all policies and procedures promulgated by the Secretary of the United States Department of Housing and Urban Development in relation to Housing for Older Persons.

Section 2. Policies, Procedures, and Rules. The Association shall have the right and authority to publish policies, procedures, and rules governing this Property as Housing for Older Persons, 55 years of age or older. These original RidgePointe Policies, Procedures, and Rules in Respect to Housing for Older Persons was adopted by the Members on or about February 13, 2004 (the "55 and Over Policies"). The Board can modify, amend, add to, or supersede the 55 and Over Policies in any manner to conform with this Declaration and such policies and procedures for Housing for Older Persons promulgated from time to time by the Secretary of the United States Department of Housing and Urban Development. In order to maintain the Association's status as Housing for Older Persons, Owners and occupants of homes are required to complete and submit an application verifying their age as required by the Board. A copy of the 55 and Older Policies (Amended October 2019) are attached hereto as Exhibit D. If the Board hereafter amends, modifies, or supersedes the 55 and Over Policies, in whole or in part, said amendments shall be recorded against the Properties within the Washington County Recorder.

Section 3. Applicability. The provisions of this Article shall not apply to prohibit the occupancy of any person occupying a home on the Property before February 17, 2004, or to prohibit the occupancy by a child born to such occupant while that occupant is a resident on the Property, or to prohibit the ownership or occupancy of a dwelling by an heir or other person due to the departure from the property of a qualifying Member over the age of 55 due to that Member's death, divorce, separation, or disability, so long as eighty percent (80%) of the homes are occupied by at least one person age 55 or older. However, any sale or rental of a home by such an heir,

occupant or Owner must be in accordance with the provisions of these amendments and the policies, procedures and rules provided for herein, and the Association reserves the right to enforce the age-related restrictions defined in this Article XII regardless of how ownership or occupancy of the property is obtained.

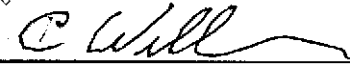
Execution of Amendments.

This Amendment and Restated Declaration of Covenants, Conditions, and Restrictions of RidgePointe shall not be recorded until (i) at least sixty-seven percent (67%) of the Owners shall consent to this Declaration in writing, and (ii) the President of the Association shall have caused to be conducted a survey of the occupants of the homes in Association property whereby he will execute a Verification that at least eighty percent (80%) of the dwelling units of the Association are occupied by at least one (1) person 55 years of age or older. This Declaration shall then be effective upon recording.

[SIGNATURE ON FOLLOWING PAGE]

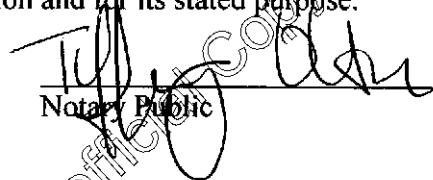
IN WITNESS WHEREOF, the President of the Association certifies the following: (i) sixty-seven percent (67%) of the Mortgagees of the individual Lots have previously approved this Declaration; and (ii) that Exhibit C contains the signatures, or attached written proxies, of at least sixty-seven percent (67%) or more of the Lot Owners of the Association, signifying their approval of this Declaration.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION
SOUTH, INC., a Utah nonprofit corporation**


By: Craig Williamson
Its: President

STATE OF UTAH)
)
 :ss.
 County of Washington.)

On this 4 day of December, 2019, personally appeared before me Craig Williamson, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of the RidgePointe Homeowners Association South, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he acknowledged before me that he executed the document on behalf of the Association and for its stated purpose.


Notary Public

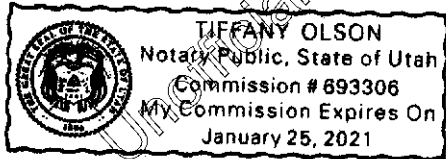


Exhibit A
(Legal Description)

This Amended and Restated Declaration Covenants, Conditions, and Restrictions of RidgePointe affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 15, Lot 16-A, Lots 18 through 24, Lots 25-A through 29-A, Lot 30, and Lots 201 through 203, together with all Common Area, Ridgepointe 1 Amd (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-RP-1-1 through W-RP-1-15

PARCEL: W-RP-1-16-A

PARCEL: W-RP-1-18 through W-RP-1-24

PARCEL: W-RP-1-25-A through W-RP-1-29-A

PARCEL: W-RP-1-30

PARCEL: W-RP-1-201 through W-RP-1-203

All of Lots 31 through 49, Lot 50-A-1, Lot 51-A through 53-A, Lots 54 through 58, Lot 102, and Lot 105-A-1-A, together with all Common Area, Ridgepointe 2 (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-RP-2-31 through W-RP-2-49

PARCEL: W-RP-2-50-A-1

PARCEL: W-RP-2-51-A through W-RP-2-53-A

PARCEL: W-RP-2-54 through W-RP-2-58

PARCEL: W-RP-2-102

PARCEL: W-RP-2-105-A-1-A

All of Lots 59 through 63, Lots 85 through 101, Lots 103 through 104, Lot 106-A-1-A, Lot 107-A-1, and Lots 108-A through 110-A, together with all Common Area, Ridgepointe 3 (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-RP-3-59 through W-RP-3-63

PARCEL: W-RP-3-85 through W-RP-3-101

PARCEL: W-RP-3-103 through W-RP-3-104

PARCEL: W-RP-3-106-A-1-A

PARCEL: W-RP-3-107-A-1

PARCEL: W-RP-3-108-A through W-RP-3-110-A

All of Lots 111 through 120, Lots 121-A through 122-A, Lots 123 through 140, Lots 141-A through 143-A, and Lots 144 through 154, together with all Common Area, Ridgepointe 4 (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-RP-4-111 through W-RP-4-120
PARCEL: W-RP-4-121-A through W-RP-4-122-A
PARCEL: W-RP-4-123 through W-RP-4-140
PARCEL: W-RP-4-141-A through W-RP-4-143-A
PARCEL: W-RP-4-144 through W-RP-4-154

Exhibit B
(Legal Description of Annexable Property)

PARCEL 1:

Beginning North 0°12' West 555.41 feet from the South Quarter corner Section 13, Township 42 South, Range 15 West, thence South 89°48' West 1279.49 feet; thence North 0°55'16" West 40 feet; thence North 89°48' East 466.50; thence North 68°10'14" East 476.54 feet; thence North 0°55'16" West 215.44 feet thence North 05°23'23" West 801.90 feet; thence North 84°19' East 447.80 feet to East Line Southwest Quarter Section 13; thence South 0°12' East along East line Southwest Quarter 1272.46 feet to point of beginning. Less: Beginning South 89°48' West 370.51 feet and North 0°12' West 771.06 feet from the South Quarter being also South 0°55'16" East 21.41 feet from the Southeast corner of the WORLDWIDE SUN RESORT PHASE 2 UNIT 2 SUBDIVISION thence North 0°55'16" West 215.44 feet to and along East Line Subdivision to angle point in East Line Subdivision; thence South 05°23'23" East 209.82 feet; thence South 68°10'14" West 17.49 feet to point of beginning. Less: LAND IN RIDGEPOINTE 1 SUBDIVISION AMENDED AND RIDGEPOINTE PHASES 2 AND 3 SUBDIVISION

PARCEL 2:

Beginning at the South Quarter corner said Section 13, Township 42 South, Range 15 West Salt Lake Base and Meridian and running thence South 89°48' West along the South Line of said Section 13, 1272.50 feet; thence North 0°55'16" West 555.45 feet, thence North 89°48' East 1279.49 feet to the East Line Southwest Quarter said Section 13, thence South 0°12' East along said line 555.41 feet to point of beginning. Less: South 272 feet of East 800.74 feet. Less: land in Ridgepoite Phase 3 Subdivision.

PARCEL 3:

Beginning at the South Quarter corner Section 13, Township 42 South, Range 15 West Salt Lake Base and Meridian and running thence North 0°02'03" East 272 feet along the center section line thence South 89°06'40" West 800.74 feet; thence South 0°02'03" West 272 feet to the South line said Section 13; thence along said South line North 89°06'40" East 800.74 feet to point of beginning. Less: Beginning at a point South 89°06'40" West 240 feet along the section line from the South Quarter Corner Section 13, and running North 0°02'03" East 272 feet; thence South 89°06'40" West 160 feet; thence South 0°02'03" West 272 feet to said Section Line; thence along said line North 89°06'40" East 160 feet to point of beginning.

PARCEL 4:

Beginning at a point South 89°06'40" West 240 feet along the Section line from the South Quarter Corner of Section 13, Township 42 South, Range 15 West Salt Lake Base and Meridian and running thence North 0°02'03" East 272 feet; thence South 89°06'40" West 160 feet; thence South 0°02'03" West 272 feet to said Section Line; thence along said line North 89°06'40" East 160 feet to the point of beginning.

PARCEL 5:

Beginning at a point South 89°48'00" West 1272.59 feet from South Quarter Corner Section 13,

Township 42 South, Range 15 West Salt Lake Base and Meridian; thence North 00°55'16" West 1904.49 feet +/- to South line TELEGRAPH street; thence South 84°19'00" West along South line TELEGRAPH STREET 66 FEET; thence South 00°55'16" East 1895 feet +/- to the Southwest Corner of Southeast Quarter of Southwest Quarter of Section 13, thence North 89°48'00" East 66 feet along South line to point of beginning.

WHICH PROPERTIES are also known collectively as all of RidgePointe Phase V.

Exhibit C
 (Signed Instrument)

By signing this Exhibit C, you are approving and indicating your assent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of RidgePointe Homeowners Association. In the event 67% of the members assent to the Amended and Restated Declaration and Bylaws, it will be recorded in the Washington County Recorder's Office, along with a copy of your signature on Exhibit C. Exhibit C to the Amended and Restated Declaration may be executed in counterparts, all of which together shall constitute one and the same instrument. Photocopies and facsimiles may be used as originals and shall have the same force and effect.

Printed Name	Signature of assenting member	Unit #	Date
Carol Adams		19	10/28/19
Beverly Arnold		19	10/29/19
Boyd H. Brown		46	10-29-19
Elna Jones		38	10/29/19
Leland L. Thompson		130	11/1/19
Matthew Good		131	11/5/19
KUZ TALOMA		153	11/9/19
Sharon Jenks		#43	11/11/19
Mark Radich		111	11/11/19
Paul Petersen		#16	11/14/19
MARK WALLACE		#10	11/16/19
Bernadette Sweetser		103	11-18-19
Sharon Peterson		58	11/19/19
RUTH ROJE		95	11/22/19
Elaine Byron		151	11/30/19
Sarah Giddlen		54	12/1/19
Boadd Symmes		43	12/1/19

Exhibit C
 (Signed Instrument)

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Printed Name	Signature of assenting member	Unit #	Date
CRAIG WILLIAMSON		96	10/20/19
Paul Jensen		132	10/22/19
Robin Erickson		125	10/22/19
Mark Bergmann		50	10/24/19
Lester C Cheshire		123	10/22/19
GEORGE FALLIOTTI		36	10/23/19
PAUL BRECKEN		157	10/25/19
LARRY SHADLOW		128	11/05/19
Deborah Hill		129	11/18/2019
Charles Rich		143	10-22-2019
MARLYN MOORE		87	10-23-2019
TRAY BELLUSTAN		146	10-23-2019
CLINT STAPLES		35	10-23-2019
Dale Raley		55	10-23-2019
Janey Aryle		139	10-23-2019
Winget Berridge		22	10/30/19
Norbert H Lyte		135	10/23/19

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 (Signed Instrument)

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Printed Name	Signature of assenting member	Unit #	Date
Dordell RAINERY	Dordell Rainey	136	10-23-19
DALE G OVERBY	Dale G Overby	88	10-23-19
Michelle Deebach	Michelle Deebach	144	10-24-19
Greg T. Flynn	Greg T. Flynn	85	10-24-19
Bobbi E. Roeh	Bobbi E. Roeh Sr.	86	10-24-19
DAVID F. BELDENIX	David F. Beldenix	126	10-24-19
Teresa Beck	Teresa Beck	116	10-24-19
Marlys Dirksen	Marlys Dirksen	118	10-24-19
JAMES W. CLACK	James W. Clack	121	10-24-19
Judy Dana	Judy Dana	122	10-24-19
Lawrence Lynn Eldredge	Lawrence Lynn Eldredge	120	10-24-19
Carrie White	Carrie White	37	10-24-19
MARSHA HOSKINS	Marsha Hoskins	49	10-24-19
L. P. Jones	L. P. Jones	48	10-24-19
Yvonne Miller	Yvonne Miller	57	10-24-19
Dixie Sly	Dixie Sly	90	10-24-19
Alan King	Alan King	112	10-24-2019

Exhibit C
 (Signed Instrument)

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Printed Name	Signature of assenting member	Unit #	Date
ORAY STRICKLAND	<i>[Signature]</i>	109	10-24-19
ANNE R. FRICKSON	<i>[Signature]</i>	97	10-25-19
Patsy Haynes	<i>[Signature]</i>	102	10-25-19
Sherry K. Rasmussen	<i>[Signature]</i>	108	10-25-19
RONALD E. NIELSEN	<i>[Signature]</i>	61	10-25-19
Sharol W. Wall	<i>[Signature]</i>	71	10-25-19
Van Mays	<i>[Signature]</i>	154	10/25/2019
Paul Rehbehn	<i>[Signature]</i>	152	10/25/2019
H. ANNE SUKOWSKI	<i>[Signature]</i>	147	10/25/19
Wesley Wellman	<i>[Signature]</i>	60	10/20/19
David Graf	<i>[Signature]</i>	51	10/26/19
LARRY & JEAN BYBEE	<i>[Signature]</i>	94	10/26/19
Elna Rae Pyre	<i>[Signature]</i>	49	10/26/19
Bruce Olsen	<i>[Signature]</i>	150	10/26/19
TOM DARRINGTON	<i>[Signature]</i>	26	10-26-19
RICHARD NIMMS	<i>[Signature]</i>	45	10/26/19
William Pray	<i>[Signature]</i>	32	10-28-19



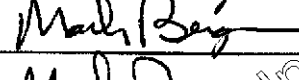
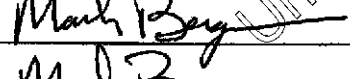



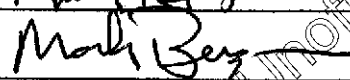



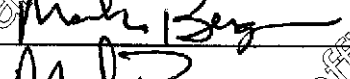

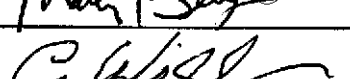

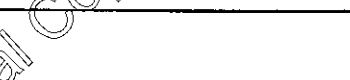
Exhibit C
 (Signed Instrument)

By signing this Exhibit C, you are approving and indicating your assent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of RidgePointe Homeowners Association. In the event 67% of the members assent to the Amended and Restated Declaration and Bylaws, it will be recorded in the Washington County Recorder's Office, along with a copy of your signature on Exhibit C. Exhibit C to the Amended and Restated Declaration may be executed in counterparts, all of which together shall constitute one and the same instrument. Photocopies and facsimiles may be used as originals and shall have the same force and effect.

Printed Name	Signature of assenting member	Unit #	Date
Mark Bergmann	Mark Berg	5	12-3-19
Mark Bergmann	Mark Berg	9	12-3-19
Mark Bergmann	Mark Berg	12	12-3-19
Mark Bergmann	Mark Berg	15	12-3-19
Mark Bergmann	Mark Berg	33	12-3-19
Mark Bergmann	Mark Berg	41	12-3-19
Mark Bergmann	Mark Berg	42	12-3-19
Mark Bergmann	Mark Berg	52	12-3-19
Mark Bergmann	Mark Berg	53	12-3-19
Mark Bergmann	Mark Berg	56	12-3-19
Mark Bergmann	Mark Berg	59	12-3-19
Mark Bergmann	Mark Berg	89	12-3-19
Mark Bergmann	Mark Berg	92	12-3-19
Mark Bergmann	Mark Berg	93	12-3-19
Mark Bergmann	Mark Berg	100	12-3-19
Mark Bergmann	Mark Berg	101	12-3-19
Mark Bergmann	Mark Berg	105	12-3-19

**Exhibit C
 (Signed Instrument)**

By signing this Exhibit C, you are approving and indicating your assent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of RidgePointe Homeowners Association. In the event 67% of the members assent to the Amended and Restated Declaration and Bylaws, it will be recorded in the Washington County Recorder's Office, along with a copy of your signature on Exhibit C. Exhibit C to the Amended and Restated Declaration may be executed in counterparts, all of which together shall constitute one and the same instrument. Photocopies and facsimiles may be used as originals and shall have the same force and effect.

Printed Name	Signature of assenting member	Unit #	Date
Mark Bergmann		106	12-3-19
Mark Bergmann		110	12-3-19
Mark Bergmann		113	12-3-19
Mark Bergmann		114	12-3-19
Mark Bergmann		117	12-3-19
Mark Bergmann		124	12-3-19
Mark Bergmann		127	12-3-19
Mark Bergmann		130	12-3-19
Mark Bergmann		133	12-3-19
Mark Bergmann		134	12-3-19
Mark Bergmann		140	12-3-19
Mark Bergmann		142	12-3-19
Mark Bergmann		148	12-3-19
Mark Bergmann		201	12-3-19
Mark Bergmann		202	12-3-19
CRAIG WILLIAMSON		119	12-3-19

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s). 5 (Note: List all lots for which you separately pay dues.)

Print Name(s): Jones, Tamra Quayle
Last First Middle Initial
Last First Middle Initial

RECEIVED
DEC 02 2019

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

BY:

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me, and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 11-24, 2019

Tamra Quayle Jones
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
 Mail to RidgePointe Homeowners Association, Inc.
 c/o Community Association Management
 107 S 1470 E, #204
 St. George, UT 84790
 Email to Kimberly Graff at kimberly@camutah.com
 Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY

Member Owning Lot No(s) 9 (Note: List all lots for which you separately pay dues.)

Print Name(s) Button Eunetta S
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

[X] Secretary of the RidgePointe Homeowners Association, Inc. (Specify Owner's Name)

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for December 3, 2019 at 3:00 PM, to be held at Clubhouse ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. The directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

[X] FOR [] AGAINST

2. By-Laws Amendment and Restatement

[X] FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am not to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: Oct 23, 2019

Eunetta S Button
Authorized agent

PROXY INSTRUCTIONS

- 1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter date of receipt.
Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graft at kimberly@commah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s). 12 (Note: List all lots for which you separately pay dues.)

Print Name(s): HARRIS Joyce C
Last First Middle Initial

RECEIVED
OCT 25 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- Joyce C. Harris (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me, and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement**
 FOR [] AGAINST
- 2. By-Laws Amendment and Restatement**
 FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: Oct 22, 2019

Joyce C. Harris
Member/authorized agent

PROXY INSTRUCTIONS

- 1. Fill in all the blanks. Print clearly.
 - 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
 Mail to RidgePointe Homeowners Association, Inc.
 c/o Community Association Management
 107 S 1470 E, #204
 St. George, UT 84790
 Email to Kimberly Graff at kimberly@camutah.com
 Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

RECEIVED
OCT 28 2019

Member Owning Lot No(s) 15 (Note: List all lots for which you separately pay dues.)

Print Name(s): BAKKA Wilma J
Last First Middle Initial

BY:

Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- Wilma BAKKA (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR [] AGAINST FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-24 - , 2019

Wilma BAKKA
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
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Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

RECEIVED
OCT 25 2019

Member Owning Lot No(s). 33 (Note: List all lots for which you separately pay dues)

Print Name(s): Beckstead N.
Last First Middle Initial

BECKSTEAD MERRILL W
Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/22/19, 2019

Nanette Beckstead
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 40 (Note: List all lots for which you separately pay

Print Name(s): CDWLISHAW MARY C
Last First Middle Initial



Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement**
 FOR AGAINST
- 2. By-Laws Amendment and Restatement**
 FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-22, 2019

Mary Cowlshaw
Member/authorized agent

PROXY INSTRUCTIONS

- 1. Fill in all the blanks. Print clearly.
 - 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
 Mail to RidgePointe Homeowners Association, Inc.
 c/o Community Association Management
 107 S 1470 E, #204
 St. George, UT 84790
 Email to Kimberly Graff at kimberly@camutah.com
 Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s), 4 (Note: List all lots for which you separately pay dues)

Print Name(s): KERR Tom E
Last First Middle Initial



Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, **I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy**, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/20/19, 2019

Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

RECEIVED
NOV 24 2019

Member Owning Lot No(s). 52 (Note: List all lots for which you separately pay dues.)

Print Name(s): O'Loughlin Patricia A
Last First Middle Initial

EY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-22-, 2019

Patricia O'Loughlin
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
 Mail to RidgePointe Homeowners Association, Inc.
 c/o Community Association Management
 107 S 1470 E, #204
 St. George, UT 84790
 Email to Kimberly Graff at kimberly@camutah.com
 Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

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I am unable to attend 12-3-19
mtg so please use this proxy form
as my vote.

Patricia O'Loughlin

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

RECEIVED
NOV 02 2019

Member Owning Lot No(s) 533 (Note: List all lots for which you separately proxy

Print Name(s): Riley Kimberly J
Last First Middle Initial

BY: _____
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/28/19, 2019

Kim Riley
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s). 56 (Note: List all lots for which you separately pay dues.)

Print Name(s): PAINTER STEVEN T
Last First Middle Initial

RECEIVED
OCT 28 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

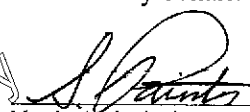
to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-22, 2019


Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
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St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 59 (Note: List all lots for which you separately pay dues.)

Print Name(s): Lamb Jed C
Last First Middle Initial
Lamb Paula T
Last First Middle Initial

RECEIVED
OCT 31 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

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- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: Oct 29, 2019
Paula Lamb
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 89 (Note: List all lots for which you separately pay dues.)

Print Name(s): VENTLING GARY F
Last First Middle Initial
VENTLING JUDY A
Last First Middle Initial

RECEIVED
NOV 07 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. **CC&Rs Amendment and Restatement** FOR AGAINST
- 2. **By-Laws Amendment and Restatement** FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/29, 2019

Gary Ventling
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

DIRECTED AND LIMITED PROXY

Member Owning Lot No(s) 92 (Note: List all lots for which you separately pay dues.)

Print Name(s): PETTY BEVERLY
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

_____ (Specify Owner's Name)
 Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

*DATE: 11/4/19, 2019

Beverly Petty
Member/Authorized agent

PROXY INSTRUCTIONS

- 1. Fill in all the blanks. Print clearly.
- 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.

Please mail, email, or hand deliver your completed proxy to the Association:

Mail to RidgePointe Homeowners Association, Inc.

c/o Community Association Management

107 S 1470 E. #204

St. George, UT 84790

Email to Kimberly Graff at kimberly@camutah.com

Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s). 93 (Note: List all lots for which you separately pay dues.)

Print Name(s): Kuehl Carolyn L
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

_____ (Specify Owner's Name)
 Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement FOR AGAINST
- 2. By-Laws Amendment and Restatement FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: Nov 5, 2019
Carolyn Kuehl
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

DIRECTED AND LIMITED PROXY

Member Owning Lot No(s) 100 (Note: List all lots for which you separately

Print Name(s): Tisdale Arthur L
Last First Middle Initial

RECEIVED
OCT 26 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

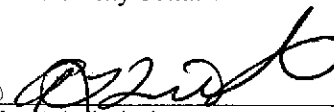
to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- | | |
|---|---|
| <p>1. CC&Rs Amendment and Restatement</p> <p><input checked="" type="checkbox"/> FOR <input type="checkbox"/> AGAINST</p> | <p>2. By-Laws Amendment and Restatement</p> <p><input checked="" type="checkbox"/> FOR <input type="checkbox"/> AGAINST</p> |
|---|---|

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: Oct 23, 2019


Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 101 (Note: List all lots for which you separately pay dues)

Print Name(s): Lockett Ellie K
Last First Middle Initial
Last First Middle Initial

RECEIVED
OCT 25 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. **CC&Rs Amendment and Restatement** 2. **By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-22-19, 2019
Ellie Lockett
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 105 (Note: List all lots for which you separately pay dues.)

Print Name(s): Barney Allan Barney Claudia
Last First Middle Initial Last First Middle Initial

RECEIVED
NOV 25 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement**
 FOR AGAINST
- 2. By-Laws Amendment and Restatement**
 FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 11-21-19, 2019

Barney
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

RECEIVED
NOV 01 2019

Member Owning Lot No(s) 106 (Note: List all lots for which you separately proxy)

Print Name(s): Micheletti Greg J.
Last First Middle Initial

Micheletti Lois
Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM. to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. **CC&Rs Amendment and Restatement** 2. **By-Laws Amendment and Restatement**
- FOR [] AGAINST FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 12/29, 2019

Greg J. Micheletti
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owing Lot No(s) #110 (Note: List all lots for which you separately pay dues.)

Print Name(s): Padresov Alexander [RECEIVED] NOV 21 2019

Last First Middle Initial

Padresov Audrey BY:

Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- A - PADRESOV (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. **CC&Rs Amendment and Restatement** 2. **By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 11/15/19 2019

[Signature]
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 113 (Note: List all lots for which you separately

Print Name(s): MAUGHERMAN DENNIS K
Last First Middle Initial

RECEIVED
OCT 25 2019

MAUGHERMAN SHARLEY A
Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, **I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy**, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: Oct 22, 2019

Sam Maugherman
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 114 (Note: List all lots for which you separately pay dues.)

Print Name(s): Baehs Michael J.
Last First Middle Initial

RECEIVED
OCT 25 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM. to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- | | |
|---|---|
| <p>1. CC&Rs Amendment and Restatement</p> <p><input checked="" type="checkbox"/> FOR <input type="checkbox"/> AGAINST</p> | <p>2. By-Laws Amendment and Restatement</p> <p><input checked="" type="checkbox"/> FOR <input type="checkbox"/> AGAINST</p> |
|---|---|

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/22, 2019
Mike Baehs
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s). 117 (Note: List all lots for which you separately pay dues.)

Print Name(s): Motta John Richard (Dick)
Last First Middle Initial
Motta Janice F.
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I hereby designate the following person to be my/our proxy: (check one)

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[] Dick Motta (Specify Owner's Name)
[] Secretary of the RidgePointe Homeowners Association, Inc.

BY:

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- [X] FOR [] AGAINST [X] FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/28, 2019
Dick Motta
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s): 124 (Note: List all lots for which you separately pay dues.)

Print Name(s): BEEM, ROSE JACQUELINE

Last First Middle Initial
BEEM ROSE JACQUELINE

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

_____ (Specify Owner's Name)
 Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM. to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/30, 2019

Teresa Todd, Power of attorney for Jackie Beem
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 127 (Note: List all lots for which you separately own a share)
Print Name(s): HECKMAN RONALD HECKMAN BARBARA
Last First Middle Initial
BY: _____



As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement**
 FOR AGAINST
- 2. By-Laws Amendment and Restatement**
 FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 31 Oct, 2019

RW Heckman
Member/authorized agent

PROXY INSTRUCTIONS

- 1. Fill in all the blanks. Print clearly.
- 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- 3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
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Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 130 (Note: List all lots for which you separately pay dues.)

Print Name(s): Cardalls Properties
Last First Middle Initial

Cardall J. Alan
Last First Middle Initial

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OCT 31 2019

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM. to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR AGAINST FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-28, 2019
Member/authorized agent [Signature]

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
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Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 133 (Note: List all lots for which you separately pay dues.)

Print Name(s): Hughes Sandra L
Last First Middle Initial

Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

_____ (Specify Owner's Name)
Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM. to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR [] AGAINST

2. By-Laws Amendment and Restatement

FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/19, 2019

Sandra Hughes
Member/authorized agent

PROXY INSTRUCTIONS

- Fill in all the blanks. Print clearly.
- Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 134 (Note: List all lots for which you separately pay dues.)

Print Name(s): PRESOTT LANE C
Last First Middle Initial
PRESOTT PATRICIA L
Last First Middle Initial

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OCT 28 2019

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we ~~hereby designate the~~ **BY:** following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement**
 FOR AGAINST
- 2. By-Laws Amendment and Restatement**
 FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: OCTOBER 22, 2019

Lane C. Prescott
Patricia L. Prescott
Member/authorized agent

PROXY INSTRUCTIONS

- Fill in all the blanks. Print clearly.
- Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 140 (Note: List all lots for which you separately pay dues.)

Print Name(s): MEYER ALLEN W
Last First Middle Initial



MEYER SHELLIE L
Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, **I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy**, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 11/01/19, 2019

[Signature]
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 142 (Note: List all lots for which you separately pay dues.)

Print Name(s): Hansen, Khyll V. Family Partnership
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

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NOV 04 2019

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead ^{BY:} for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for December 3, 2019 at 3:00 PM. to be held at Clubhouse ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement FOR AGAINST
- 2. By-Laws Amendment and Restatement FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 12-31, 2019

Khyll V. Hansen Family Partnership
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
 2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
- Please mail, email, or hand deliver your completed proxy to the Association:
 Mail to RidgePointe Homeowners Association, Inc.
 c/o Community Association Management
 107 S 1470 E, #204
 St. George, UT 84790
 Email to Kimberly Graff at kimberly@camutah.com
 Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s). 148 (Note: List all lots for which you separately pay dues.)

Print Name(s): Livingston Nancy R
Last First Middle Initial

RECEIVED
OCT 30 2019

Livingston E. Jeffery
Last First Middle Initial

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- Nancy Livingston (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR [] AGAINST

2. By-Laws Amendment and Restatement

FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10-28-, 2019

Nancy R. Livingston
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 20 (Note: List all lots for which you separately pay dues)

Print Name(s): Thomas Robert B
Last First Middle Initial
Thomas Denise m
Last First Middle Initial

RECEIVED
OCT 28 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled for **December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR [] AGAINST FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 25 OCT, 2019
Robert B. Brown
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 202 (Note: List all lots for which you separately pay fees)

Print Name(s): Budge Brian J
Last First Middle Initial

RECEIVED
NOV 14 2019

BY: _____
Last First Middle Initial

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- _____ (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

1. CC&Rs Amendment and Restatement

FOR AGAINST

2. By-Laws Amendment and Restatement

FOR AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 11-10, 2019



Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.
DIRECTED AND LIMITED PROXY**

Member Owning Lot No(s) 119 (Note: List all lots for which you separately pay

Print Name(s): PRICE ROGER E
Last First Middle Initial
PRICE PATTY K
Last First Middle Initial

RECEIVED
NOV 01 2019

BY:

As provided in the Bylaws of RidgePointe Homeowners Association, Inc. ("Association"), I/we hereby designate the following person to be my/our proxy: (check one)

- CRAIG WILLIAMSON (Specify Owner's Name)
- Secretary of the RidgePointe Homeowners Association, Inc.

to act as my true and lawful attorney, substitute, and proxy for me and in my name, place and stead, for quorum purposes and to vote and sign on my behalf as directed and limited herein with the same effect as I might or could do were I personally present at the Special Meeting of the Members of RidgePointe Homeowners Association, Inc., scheduled **for December 3, 2019 at 3:00 PM, to be held at Clubhouse** ("Special Meeting"), to vote on and approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for RidgePointe Homeowners Association, Inc., including the Amended and Restated Bylaws for the RidgePointe Homeowners Association, Inc. (hereinafter collectively referred to as the "Proposed Amended and Restated CC&Rs"). I hereby revoke any proxy or proxies heretofore given by me to any person or persons whatsoever for the aforementioned Special Meeting. This directed and limited proxy shall extend only to the aforementioned Special Meeting, and any adjournment or adjournments thereof.

I hereby give my proxy the powers expressly set forth herein, including directing my proxy to vote as follows:

- 1. CC&Rs Amendment and Restatement** **2. By-Laws Amendment and Restatement**
- FOR [] AGAINST FOR [] AGAINST

IN WITNESS WHEREOF, I have executed this Directed and Limited Proxy on the date set forth below. It is understood that if I am able to attend the Special Meeting and any adjournment or adjournments thereof, this proxy can be revoked and I may vote in person. In the event the affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the voting power of the Members vote in favor of the Proposed Amended and Restated CC&Rs, **I agree to be bound by, and hereby consent to recording the Proposed Amended and Restated CC&Rs, along with a copy of this Directed and Limited Proxy**, in the records of the Washington County Recorder, State of Utah. I understand, consent, and agree that by voting for the Proposed Amended and Restated CC&Rs my proxy is authorized to sign an instrument consenting and approving of the Proposed Amended and Restated CC&Rs on my behalf.

DATE: 10/28/2019, 2019

Roger E Price
Member/authorized agent

PROXY INSTRUCTIONS

1. Fill in all the blanks. Print clearly.
2. Sign and date the proxy on the lines provided. If undated, your signature will be authority for the Association to enter a date of receipt.
3. Please mail, email, or hand deliver your completed proxy to the Association:
Mail to RidgePointe Homeowners Association, Inc.
c/o Community Association Management
107 S 1470 E, #204
St. George, UT 84790
Email to Kimberly Graff at kimberly@camutah.com
Hand Deliver to the Association's Secretary prior to the Special Meeting or any adjournment thereof.

**RIDGEPOINTE
POLICIES, PROCEDURES AND RULES
IN RESPECT TO HOUSING FOR OLDER PERSONS
(Amended October 2019)**

These Policies, Procedures and Rules governing the RIDGEPOINTE SUBDIVISION, RIDGEPOINTE HOME OWNERS ASSOCIATION SOUTH, INC. ("Association") and its Members demonstrate the intent to provide Housing for Older Persons, 55 years of age or older, since such housing is necessary to provide important housing opportunities for older persons. These Policies, Procedures and Rules are intended to comply with the Housing for Older Persons Act of 1995 (as amended).

Section 1. Advertising, Marketing and Sales. All advertising, marketing and sales materials or displays of any kind shall reflect that the Property is intended for "housing for older persons." The Association and its Members shall impart in all oral and written communications (including, without limitation, advertising, marketing, sales and rental materials or displays) a clear statement of intent that (i) the Property is intended as housing for persons 55 years of age or older and that at least one such person age 55 or older must occupy each home; and (ii) that the Association claims an exemption from the provisions of the Fair Housing Act of 1988 and any subsequent amendment thereto regarding discrimination based on familial status. All print ads shall contain the following language: "The RidgePointe Property is intended and operated for residents 55 years of age or older as defined in the Fair Housing Act. As such it is the policy of the RIDGEPOINTE Subdivision and the RIDGEPOINTE HOMEOWNERS ASSOCIATION SOUTH, Inc. to prohibit occupancy of homes in the development by persons under age 55 unless at least one (1) of the occupants of the residence is over age 55 and persons under 18 years of age are prohibited." The Association and/or its Members shall inform prospective occupants that a copy of these Policies, Procedures and Rules governing the Property as housing for older persons will be provided, at no cost, upon request.

Section 2. Approved Occupancy. The Property is intended and operated for occupancy by persons 55 years of age or older, and not less than eighty percent (80%) of the occupied homes are to be occupied by at least one such person who is 55 years of age or older. As such, the Association will maintain a policy that each home shall be occupied by at least one person 55 years of age or older pursuant to the Housing for Older Persons Act of 1995 (as amended), which allows for the property to be exempted from the prohibition against discriminating on the basis of familial status found in the Fair Housing Act of 1988 42 U.S.C. § 3602(k) and § 3604(a). It is understood that "occupied homes" include those wherein the occupants reside in the subdivision at some point during the year and intend to return, but they may not occupy the home continuously. Unoccupied homes shall be expressly reserved for occupancy by at least one person 55 years of age or older. OWNERS WHO WISH TO SELL OR RENT THEIR HOME OR LOT SHALL INFORM ALL PROSPECTIVE PURCHASERS OR RENTERS OF THE AGE 55 OCCUPANCY

RESTRICTION AND THE NEED FOR PROSPECTIVE OCCUPANTS TO SUBMIT AN APPLICATION REGARDING OCCUPANCY TO THE DIRECTORS.

(a) **Application and Age Verification.** In connection with the above, all prospective occupant(s) of a home on the property must complete and submit to the Directors a written application and age verification form, as provided by the Association, a sample copy of which is attached hereto as Exhibit "A." The Directors shall review said application and age verification and within five (5) days of such review shall notify the prospective occupant(s) as well as the seller/lessor of the home as to whether the prospective occupant(s) meet the necessary age requirements and whether they shall therefore be permitted to occupy a home on the property. The only exceptions to this rule shall be the following:

(1) **Persons Occupying Homes at the Time the Property Became Housing for Older Persons.** At the time the property became officially designated as housing for Older Persons by way of amendments to the Declaration of Covenants, Conditions and Restrictions of RidgePointe during December 2003 a survey was conducted to verify the ages of persons then occupying homes on the property. Regardless of age, the occupants verified in this survey are exempt from the provisions of this section inasmuch as they are already considered to be Approved Occupants.

(2) **Guests.** Guests of any age do not have to be approved as occupants and shall be permitted to visit or live in the home of an approved occupant for up to 21 total days per quarter without being considered an occupant; however, no more than 14 of said total of 21 days of residence per quarter may be consecutive.

(3) **Heirs and Other Occupants who are not Purchasers or Renters.** Pursuant to Article XII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of RidgePointe, after review and approval by the Directors, and heir or other person who intends to occupy a home on the property because of the death, divorce, separation or disability of a prior approved occupant shall have the right to occupy said home regardless of age as long as (1) he is neither buying or renting the home in question from the former approved occupant; AND (2) the Directors determine that such occupant's residence on the property shall not nullify or otherwise challenge the requirement that eighty percent (80%) of all occupied homes on the property are occupied by at least one person age 55 or older. In connection therewith:

A. **Subsequent Purchase or Renting of the Home.** If at any point in time it is demonstrated that a person occupying a home on the property because of the death, divorce, separation or disability of the approved occupant is buying or renting the home in question, (which "buying" or "renting" shall be understood to be the giving of money or other consideration for the right to occupy said home), such person shall be subject to the application and age verification requirements elsewhere described in these Policies and Procedures.

B. **Maintenance of the 80% Requirement.** The Association will not approve an occupancy if the granting of said occupancy would defeat the primary purpose of providing housing for older persons under the Housing for Older Persons Act. Therefore, if the proposed occupancy of any person under this section would nullify or in any way challenge the status of the property as Housing for Older Persons due to causing the percent of occupied homes in the property that are occupied by persons age 55 or older to be less than 80% said person shall be denied the right to occupy the home in question regardless of how the right to occupy the home was obtained.

(b) Sale of Rental Agreements. All sale or rental agreements pertaining to homes on the property shall be in writing and shall indicate that the property is intended as housing for older persons, age 55 years or older, Rental agreements, liens, and deeds of trust (or similar mortgage instruments) shall provide that failure by the lessee, lienee, or trustor to ensure compliance with the requisite age requirement relating to occupancy shall be a default under the agreement. A copy of all sale and rental agreements shall be placed with the Secretary or Treasurer of the Association to be kept with the records of the Association

Section 3. Maintenance of Records. In respect to each transfer of occupancy of a home on the property, the Association shall keep a log or other record identifying the transferor, the transferee, the address of the home, the names and ages of the new occupants, any documentation provided to verify those ages, the method of transfer (sale, lease, devise, etc.), and the date the transfer was approved and by whom. Likewise the Association shall keep a log identifying transfers of occupancy rejected due to the age restriction, including the persons involved in the proposed transfer and their current addresses, the ages of the prospective occupants, the reasons for the rejection, and the date of the rejection. At least once every two years, the Association shall review and update if necessary its records regarding the age of each occupant of the property, as well as its compliance with federal requirements relating to Housing for Older Persons.

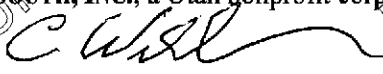
Section 4. Lot Ownership. It is understood that the requirements of these rules apply only to occupancy of a home in RidgePointe, and not to ownership of said home or of a lot in RidgePointe. Neither the CC&Rs nor these rules restrict the purchase of a home in RidgePointe by a person of any age, but occupancy of said home is restricted to those age 55 or older as more particularly described in these rules.

Section 5. Binding Effect. These Policies, Procedures and Rules are binding upon (i) the Association, its Directors, officers and agents, (ii) the Association Members, their guests, invitees, friends, and agents, and (iii) all lot owners of lots in RidgePointe and the successors, heirs, attorneys, representatives, prospective occupants and assigns of such lot owners as well as of Association Members.

Section 6. Amendment. The Association Board of Directors can modify, amend, add to or supersede these Policies, Procedures and Rules in order to conform with such policies and procedures for Housing for Older Persons as are promulgated from time to time by the Secretary of the United States Department of Housing and Urban Development.

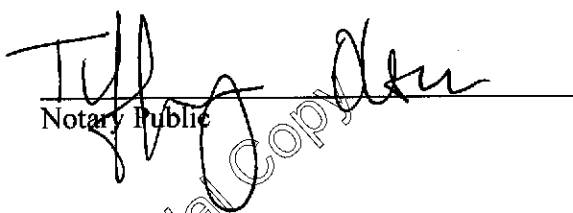
DATED this 1st day of OCTOBER, 2019

RIDGEPOINTE HOMEOWNERS ASSOCIATION
SOUTH, INC., a Utah nonprofit corporation


By: CRAIG WILLIAMSON
Its: President

STATE OF UTAH)
 :SS.
 County of Washington.)

On this 1 day of October, 2019, personally appeared before me Craig Williamson, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of the Ridgepoint Homeowners Association South, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.


Notary Public

