

**WHEN RECORDED RETURN TO:
644 East Union Square
Sandy, UT 84070**

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF RIDGESTONE CONDOMINIUMS**

This Amendment to the Declaration of Condominium of Ridgestone Condominiums is made by Ridgestone Condos, L.L.C. (the "Declarant").

RECITALS

A. The Declaration of Condominium of Ridgestone Condominiums was recorded in the Utah County Recorders Office as Entry 109524:2006, as amended and supplemented (the "Declaration").

B. This amendment shall amend the Declaration as noted below and shall apply to the lands described in Exhibit "A" and shall be binding against all of the property described in the Declaration and any annexation, expansion or supplement thereto;

C. The Declarant desires to add additional provisions to the Declaration to clarify its responsibilities and rights;

D. At the time of this amendment there are no eligible mortgagees and consequently mortgagee approval is not required.

E. Pursuant to Article III, Section 24 of the Declaration, fewer than 75% of the units have been sold and fewer than 5 years have elapsed since the first Unit sold. Accordingly, the Declarant exercises its right to amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the following sections of the Declaration, to read as follows:

Article III, Section 20(l) shall be added to the Declaration and shall read as follows:

(l) Working Capital Contributions: Each Unit shall pay a working capital contribution at the time of closing of the sale. The amount of each Unit's contribution shall be equal to 3 months assessments. The working capital contributions may be deposited into the Association's general operating account or the Committee may create a separate account as they see fit. The purpose of the working capital contributions are to reimburse the Association for any costs related to the transfer of title, to help fund the operating costs of the Association, if needed, and to help fund reserves, if needed.

Article III, Section 20(m) shall be added and shall read as follows:

(m) Individual Assessments: Any expenses benefiting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefited ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

(1) Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed for violation of this Declaration, the Bylaws or any rules and regulations of the Association.

(2) Working capital contributions.

(3) Any other costs chargeable to fewer than all Units as allowed in the Declaration, Bylaws, or any rules and regulations.

Article III, Section 21(b) shall be amended in its entirety to read as follows:

(b) Parking Restrictions: The Management Committee may establish reasonable parking restrictions and shall enforce compliance with the applicable parking provisions contained in the municipal ordinances.

No trailer, recreational vehicle, including but not limited to campers, boats, motor homes, off-road vehicles, and similar equipment not used on a regular basis shall be permitted to be parked upon any portion of the Common Area, except during short periods of active loading or unloading.

No Owners or occupants shall repair or restore any motor vehicle of any kind upon Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Motor Vehicles parked in unauthorized areas, or in violation of the parking rules and regulations established by the Board, may, at owner's expense, be towed away. The Board shall be required to follow all municipal ordinances and codes regarding towing enforcement prior to towing a vehicle.

All parking spaces shall be used for the purpose of parking operable and licensed motor vehicles and shall not be used as storage facilities.

Article III, Section 21(h) shall be amended in its entirety to read as follows:

(h) Signage During Initial Marketing of Project. Until the last Unit to be developed is sold by Declarant, no Owner may display on the Property a "for sale" sign, "for rent" sign, or any other type of sign marketing the sale or lease of their Unit. After the sale of the last Unit by Declarant, the Management Committee, by rule, may allow various signage.

Article III, Section 29 shall be amended to add the following provision:

In addition to any other remedy to the Association, the Association may levy fines for violations of the Declaration, Bylaws, or rules and regulations. Enforcement remedies shall be cumulative and not mutually exclusive.

Article III, Section 36 shall be added and shall read as follows:

36. Declarant Rights. In addition to any other rights under the Declaration or Bylaws, Declarant shall have the following rights and easements.

(a) Declarant shall assume full administrative control of the Association through an appointed Management Committee, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date the last Unit to be developed upon the Property is sold.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

(b) In addition to any other rights under the Declaration, as long as Declarant owns at least one (1) Unit within the Project:

(1) Sales Office and Model. Declarant shall have the right to maintain a sales office and model on one or more of the Units which Declarant owns or leases. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(2) "For Sale Signs." Declarant may maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property.

(3) Assessment Exemption. Declarant shall be exempt from paying assessments.

(c) Easements Reserved to Declarant.

(1) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Unit lines of each Unit shown on the Plat.

(2) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Units therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Unit, or in the area or on the area in which the same is located, together with the right and

(3) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(4) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the

purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

(5) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Project in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Unit in any easement area set forth in this Declaration or as shown on the Plat.

(6) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Unit in the Project except as set forth in this Declaration, or as shown on the Plat.

(7) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Unit and grade a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

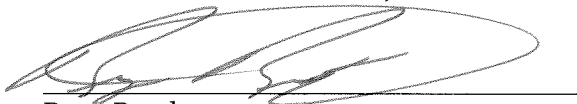
(8) Declarant further reserves unto itself, for itself and any builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Units conveyed to Owners, including any Common Area, for all purposes necessary or appropriate to the full and final completion of construction of the Project.

The Declarant will take reasonable steps, and will ensure that any builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Units by Owners.

IN WITNESS WHEREOF, DECLARANT has executed this Amendment to the Declaration in accordance with Article III, Section 24 of the Declaration.

DATED: 3-5-10.

RIDGESTONE CONDOS, L.L.C.



Ryan Remkes
Member



Stan Goodrich
Member

STATE OF UTAH)
 :SS

County of Utah

) *RR*

Stan Goodrich

Stan Goodrich

On the 5 day of March 2010, personally appeared Ryan Remkes who, being first duly sworn, did that say that ~~he is~~ ^{she is} a managing member of Ridgestone Condos, L.L.C., and that this instrument was signed on behalf of said company by authority of its Members; and acknowledged said instrument to be their voluntary act and deed.

Vickie Braun

Notary Public for Utah

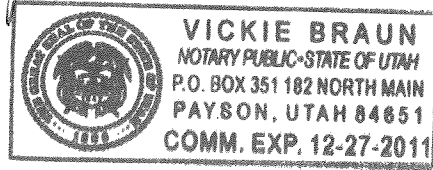


EXHIBIT A
LEGAL DESCRIPTION

Units 110 through 133 Building 1 Ridgestone Condominiums Plat A as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:468:0110 and all other parcels within Building 1, Plat A.

Units 210 through 233 Building 2 Ridgestone Condominiums Plat A as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:468:0210 and all other parcels within Building 2, Plat A.

Units 310 through 333 Building 3 Ridgestone Condominiums Plat A as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:468:0310 and all other parcels within Building 3, Plat A.

Units 410 through 433 Building 4 Ridgestone Condominiums Plat B as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:494:0410 and all other parcels within Building 4, Plat B.

Units 510 through 534 Building 5 Ridgestone Condominiums Plat B as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:494:0510 and all other parcels within Building 5, Plat B.

Units 610 through 633 Building 6 Ridgestone Condominiums Plat C as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:518:0610 and all other parcels within Building 6, Plat C.

Units 710 through 733 Building 7 Ridgestone Condominiums Plat C as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:518:0710 and all other parcels within Building 7, Plat C.

Units 810 through 833 Building 8 Ridgestone Condominiums Plat C as shown on official plat thereof recorded in the Utah County Recorder's Office, State of Utah.

Parcel Nos.: 51:518:0810 and all other parcels within Building 8, Plat C.