



W2301918

EB 2301918 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
31-OCT-07 840 AM FEE \$95.00 DEP SGC
REC FOR: HELGESEN WATERFALL JONES

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
for
RIDGEMONT, A PLANNED UNIT DEVELOPMENT**

This Amendment to Declaration is made and executed on the date shown below by Ridgemont Homeowners Association Owners and Board, after having been voted upon and approved by the Owners at Ridgemont.

RECITALS

Leasing of Homes— Restrictions

WHEREAS, the Declaration of Covenants, Conditions and Restriction and Reservation of Easements for Ridgemont, a Planned Residential Unit Development (“Enabling Declaration”) was recorded on May 1, 1979, as entry number 775207, in Book 1300, Page 18, in the Weber County Recorder’s Office. There have been various amendments to the Enabling Declaration and Bylaws since the Enabling Declaration and Bylaws were initially recorded; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each Lot as shown on the plat maps for Ridgemont PRUD, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 80 Lots at Ridgemont PRUD.

WHEREAS, the homeowners of Ridgemont desire to preserve and enhance the quality of life at Ridgemont and have purchased their home at Ridgemont for the purpose of using their home as an owner occupied single family residence; and

WHEREAS, the homeowners believe the planned residential unit development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, because the homeowners at Ridgemont own a shared and undivided interest in the Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and not be used by those who do not possess an ownership interest in the Common Area; and

WHEREAS, the homeowners realize that the value of their homes are directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied homes that can exist in a planned residential unit development; and further, when too high a percentage of non-owner occupied homes exist in a planned residential unit development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting homeowners' ability to sell their homes and depressing the value of all the homes at Ridgemont; and

WHEREAS, the homeowners desire to live in a planned residential unit development community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Ridgemont, and have determined through the years of their collective experience that homeowners are more responsive to the needs of the planned residential unit development community, take a greater interest and care of the Common Area, and are generally more respectful of the planned residential unit development rules;

THEREFORE, To accomplish the homeowners' objectives, the following amendment is adopted limiting and restricting the number of homes that may be rented at Ridgemont:

1. The leasing or renting of homes at Ridgemont is prohibited.
2. The restriction stated in paragraph 1 herein shall not apply if a homeowner temporarily moves from his or her home (a) due to temporary (less than three years) military, humanitarian, religious or charitable activity or service, and (b) leases his or her home with the intent to return to occupy his or her home when the military, humanitarian, religious or charitable service has concluded. Nor shall the restriction herein apply if a parent or child who owns a home at Ridgemont leases their home to a family member (parent, child or siblings of the owner(s)). To qualify for this exception to the "no leasing" rule at Ridgemont, a homeowner must notify Ridgemont Board of Directors in writing prior to the date upon which they will no longer occupy their home and state the length of time they anticipate being absent from their home and the specific exception to the rule they are claiming (i.e., military, religious, family, etc.).
3. Those homes that are currently occupied by non-homeowners may continue to be occupied by non-homeowners until the first of the following events occurs:
 - a. The homeowner conveys his or her interest in the home to a new Owner;
 - b. The current occupant(s) of the home terminate their lease and move from the home; or
 - c. No home which is currently occupied by a non-homeowner shall continue to be occupied by a non-homeowner after July 1, 2010.
4. All leases, subleases, assignments of leases, all renewals of such agreements, and all changes in occupancy shall be first submitted to Ridgemont Board of Directors who shall determine compliance with this section.

5. Any homeowner who violates this section shall be subject to a complaint for damages and/or injunction and order to terminate the lease in violation of this section. If Ridgemont Board is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating homeowner shall be liable for all attorney fees and court costs incurred by the Board in enforcing this section.

EFFECTIVE DATE

This amendment shall take effect when recorded.

CERTIFICATION

It is hereby certified that this Amended Declaration has been approved by lot owners representing at least a sixty-seven percent (67%) vote of the assigned interest in the common areas of Ridgemont PRUD.

In witness whereof, executed this 29 day of OCTOBER, 2007.

RIDGEMONT HOMEOWNERS ASSOCIATION

BY: Reed W. Young
President

STATE OF UTAH)
) : ss.
COUNTY OF WEBER)

On the 29 day of October, 2007, personally appeared before me Debbie Dilbeck, who being duly sworn, did say that (s)he is the chairman of Ridgemont Homeowners Association and that the within and foregoing instrument was signed on behalf of said Association, and acknowledged to me that (s)he is the signer of the above instrument and the information contained therein is true and correct to the best of his/her knowledge.

Debbie D Dilbeck
Notary Public

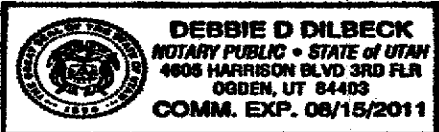


Exhibit A

Legal Description

Ridgemont PRUD

Washington Terrace, Weber County, Utah

- All of Lots 1 through 18, Ridgemont, P.R.U.D., Phase 1, Washington Terrace, Weber County, Utah
[07-244-0001 through 07-244-0018] *u/c*
- All of Lots 19 through 28, Ridgemont, P.R.U.D., Phase 2, Washington Terrace, Weber County, Utah
[07-281-0001 through 07-281-0010] *u/c*
- All of Lots 29 through 38, Ridgemont, P.R.U.D., Phase 3, Washington Terrace, Weber County, Utah
[07-303-0001 through 07-303-0010] *u/c*
- All of Lots 39 through 52, Ridgemont, P.R.U.D., Phase 4, Washington Terrace, Weber County, Utah
[07-350-0001 through 07-350-0014] *u/c*
- All of Lots 53 through 64, Ridgemont, P.R.U.D., Phase 5, Washington Terrace, Weber County, Utah
[07-419-0001 through 07-419-0012] *u/c*
- All of Lots 65 through 80, Ridgemont, P.R.U.D., Phase 6, Washington Terrace, Weber County, Utah
[07-420-0001 through 07-420-0016] *u/c*