



ENT 4732:2014 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Jan 22 4:27 pm FEE 66.00 BY EO  
RECORDED FOR ACCESS TITLE COMPANY

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

THIS Amendment to the Declaration of Condominium of Ridgeview Condominiums is effective as of the date of recording in the Utah County Recorder's Office by the Ridgeview Condominium Owners Association, Inc., a Utah Nonprofit Corporation ("Association").

**RECITALS**

WHEREAS, the Ridgeview Condominium Owners Association, is a condominium project made subject to the certain covenants, conditions, and restrictions described in the Declaration of Condominium of Ridgeview Condominiums, that was recorded in the Office of the County Recorder of Utah County on October 13, 1992 as Entry 54634, Book 3018, beginning at Page 556 ("Original Declaration").

WHEREAS, the Association is subject to the Utah Condominium Ownership Act, adopted by the Utah legislature and located at U.C.A. §57-8.

WHEREAS, Section 24 of the Original Declaration provides that the governing documents for an association can be amended by a 2/3 vote of the voting interests for the association.

WHEREAS, the Association and the unit Owners deem it in their best interests to adopt this Amendment to the Declaration of Condominium of Ridgeview Condominiums ("Amendment").

NOW THEREFORE, the Association, in order to comply with certain HUD requirements, hereby declares that the Property shall be held, transferred, conveyed, and occupied subject to the following amendment, which shall run with such Property and be binding upon all parties having or acquiring any right, title, or interest therein, and shall inure to the benefit of each owner thereof.

THIS Amendment has been approved by at least 67% of the Association's voting interests and is intended to supersede and replace any conflicting provision in the Original Declaration and any amendment(s) thereto made prior to the execution of this Amendment.

**AMENDMENT ONE**

Section 21(a) of the Original Declaration is hereby repealed and removed in its entirety.

**AMENDMENT TWO**

Section 27(g) of the Original Declaration is hereby repealed and removed in its entirety.

**AMENDMENT THREE**

The following units are hereby grandfathered in as an exception to any rental restriction within the Association: Units 110, 135, and 197.

**AMENDMENT FOUR**

In addition to the three grandfathered units identified in Amendment Three herein, there shall be allowed only one (1) rental unit, which shall be selected and approved on a "First come-first served" basis. The Association's secretary shall maintain a list of all Owners who make written request to avail themselves of this option, and such requests shall be granted strictly on a sequential basis according to the timing of the Owner's request. This list will be maintained free of any background checks or any 3rd party approvals. The rental request may be made in writing only when the unit is available for rent, and would not be valid if requested prior to its availability. No rental or lease may be less than 30 days. The single-unit rental authorization granted in this manner will exist and be valid for one renter occupant or one year, whichever is longer. The unit could remain a rental unit as long as the occupant at the time the year expires continued to remain but would not exist in perpetuity. This authorization for the original unit would then expire and would transfer to the next applicant for the rental option as outlined.

The three "grandfathered" units as identified in Amendment Three herein will exist independently of this one unit rental provision cap and will continue to be so as long as the original Owners are yet living and desire to continue renting their units. If and when any or all of the Owners of the three rental units are deceased, their unit(s) shall be marketed "for sale" and disposed of in this manner unless the above-referenced rental provision has not been requested. If not, they may be granted the rental option if requested. However an occupant renter in one of these "grandfathered" units who is renting at the time of the death of the owner of record would not be required to move and the "sale" requirement by the heirs would not be necessary until after the unit is vacated by the then current occupants. All Renters/Owners are responsible for repairs of any Association properties that have been damaged or destroyed by their renters and either/both are required to obey and maintain all Association rules and guidelines.

IN WITNESS WHEREOF, the Association adopted this Amendment to the Declaration of Condominium of Ridgeview Condominiums with the necessary approval of the Unit Owners as required, on the 22<sup>nd</sup> day of January, 2014.

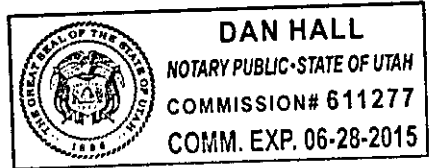
RIDGEVIEW CONDOMINIUM OWNERS  
ASSOCIATION, INC

By: Ray W. Nelson, President  
Ray W. Nelson, President

STATE of UTAH     )  
                                  )SS:  
COUNTY of UTAH    )

On the 22 day of JANUARY, 2014, who by me being duly sworn, did say that he is the President of the Ridgeview Condominium Owners Association, Inc. and that the foregoing instrument was properly ratified by at least 67% of the voting interests of the Association.

Dan Hall  
Notary Public



## PHASE I, III, &amp; IV – COMBINED

Commencing at a point located South 89° 33' 27" West along the one-quarter Section line 1364.00 feet and South 1024.03 feet from the East one-quarter of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 86° 29' 00" East 119.34 feet; thence South 5° 00' 00" East 229.63 feet; thence North 83° 00' 00" East 199.54 feet; thence South 0° 04' 55" West 127.19 feet; thence South 0° 28' 39" East 291.14 feet; thence West 319.36 feet; thence North 1° 52' 00" West 615.77 feet to the point of beginning.

AREA = 3.64 ACRES

## AMENDED PHASE I

Commencing at a point located South 89° 33' 27" West along the one-quarter Section line 1364.00 feet and South 1024.03 feet from the East one-quarter of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 86° 29' 00" East 119.34 feet; thence South 5° 00' 00" East 229.63 feet; thence North 83° 00' 00" East 32.02 feet; thence South 5° 00' 00" East 76.97 feet; thence South 85° 00' 00" West 168.19 feet; thence North 1° 52' 00" West 309.04 feet to the point of beginning.

AREA = 0.96 ACRES

## PHASE II

Commencing at a point located South 89° 33' 27" West along the one-quarter Section line 1216.66 feet and South 689.62 feet from the East one-quarter of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 10.00 foot radius curve to the left 14.65 feet (chord bears South 75° 39' 18" West 13.38 feet); thence South 33° 40' 22" West 26.20 feet; thence along the arc of a 34.00 foot radius curve to the left 20.34 feet (chord bears South 16° 32' 14" West 20.04 feet); thence South 0° 35' 55" East 94.91 feet; thence along the arc of a 159.58 foot radius curve to the left 60.37 feet (chord bears South 11° 26' 07" East 60.01 feet); thence along the arc of a 283.12 foot radius curve to the right 85.35 feet (chord bears South 13° 38' 10" East 85.03 feet); thence South 5° 00' 00" East 45.76 feet; thence North 86° 29' 00" East 91.19 feet; thence North 88° 54' 00" East 95.42 feet; thence South 0° 04' 55" West 213.83 feet; thence South 83° 00' 00" West 199.54 feet; thence North 5° 00' 00" West 274.56 feet; thence along the arc of a 251.12 foot radius curve to the left 75.70 feet (chord bears North 13° 38' 10" West 75.42 feet); thence along the arc of a 191.58 foot radius curve to the right 72.47 feet (chord bears North 11° 26' 07" West 72.04 feet); thence North 0° 35' 55" West 94.91 feet; thence along the arc of a 66.00 foot radius curve to the right 39.48 feet (chord bears North 16° 32' 14" East 38.89 feet); thence North 33° 40' 22" East 27.34 feet; thence North 0° 02' 07"

East 9.89 feet; thence along the arc of a 250.00 foot radius curve to the left 46.50 feet (chord bears South 57° 02' 04" East 46.43 feet) to the point of beginning.

AREA = 1.33 ACRES

#### PHASE V

Commencing at a point located South 00° 16' 28" West along the Section line 667.89 feet and West 1264.18 from the East quarter corner of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 10 foot radius curve to the right 12.10 feet (chord bears South 03° 58' 13" East 11.37 feet); thence South 30° 41' 26" West 17.23 feet; thence along the arc of a 66.00 foot radius curve to the left 30.18 feet (chord bears South 17° 35' 24" West 29.92 feet); thence South 04° 29' 22" West 77.33 feet; thence along the arc of a 164.76 foot radius curve to the left 84.30 feet (chord bears South 10° 10' 06" East 83.38); thence along the arc of a 251.12 foot radius curve to the right 88.10 feet (chord bears South 14° 46' 33" East 87.65 feet); thence South 04° 43' 32" East 44.93 feet; thence South 86° 45' 28" West 119.34 feet; thence North 01° 35' 32" West 346.79 feet; thence North 88° 12' 35" East 111.16 feet to the point of beginning.

AREA = 0.79 ACRE

#### PHASE VI

Commencing South 00° 16' 28" West along the Section line 853.53 feet and West 1095.20 feet from the East quarter corner of Section 16, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 04° 02' 54" West 81.47 feet; thence South 50° 42' 32" West 32.09 feet; thence South 00° 04' 17" West 59.37 feet; thence South 86° 45' 28" West 87.98 feet; thence North 04° 43' 32" West 45.76 feet; thence along the arc of a 283.12 foot radius curve to the right 99.33 feet (chord bears North 14° 46' 33" West 98.82 feet); thence along the arc of a 132.76 foot radius curve to the right 28.46 feet (chord bears North 18° 41' 04" West 28.41 feet); thence South 89° 13' 20" East 156.59 feet to the point of beginning.

AREA = 19,238 Sq. Ft. or 0.44 ACRES