

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
VISTA RIDGE ESTATES  
A PLANNED UNIT DEVELOPMENT  
A COMMUNITY INTENDED FOR AND MANAGED FOR  
HOUSING OF OLDER PERSONS

(AMENDS AND REPLACES SUMMER HILL ESTATES,  
SUMMER HILL ESTATES AMENDED, VISTA RIDGE ESTATES,  
AND VISTA RIDGE ESTATES AMENDED)

This Declaration of Covenants, Conditions, and Restrictions, hereafter "Declaration" is made and executed in St. George, Washington County, State of Utah, this 20 day of Jan., 2004 by Vista Ridge Estates Homeowners' Association, hereinafter called "Declarant."

WITNESSETH

WHEREAS, Declarant, Developers, and lot owners, are owners of certain property in the County of Washington, State of Utah, which is more particularly described as follows:

The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 42 South, Range 16 West, Salt Lake Base and Meridian and being further described as follows:

Beginning at the East 1/4 corner of Section 15, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence South 89 degrees 28'20" West, 1,342.35 feet, thence South 0 degrees 17'16" East, 668.15 feet; thence North 89 degrees 24'37" East, 1,342.18 feet; thence North 0 degrees 16'21" West 666.70 feet to the point of beginning. Containing 20.57 acres more or less.

WHEREAS, the property herein described has heretofore been platted and developed under the name of Summerhill Estates Phase I and Summerhill Estates Phase I Amended, Vista Ridge Estates Phase I Amended, and Vista Ridge Estates Phase II, and Vista Ridge Estates Phase II Amended, said official plats having been recorded in the office of the Washington County Recorder, respectively in Book 408, page 937; Book 413, Page 712; Book 511, Page 377; Book 543, Page 318; Book 1330, Page 1726; and Book 1328, Page 0991.

WHEREAS, it is the desire and intent of the Declarant, as well as the lot owners of the property described herein in this Declaration, to amend, substitute, modify and replace the Declaration of Covenants, Conditions, and Restrictions which was previously recorded in the office of the Washington County Recorder on the 11 day of April, 1995, As Entry No. 00497233 Book 0899, Pages 0657, and

WHEREAS, said Declaration heretofore filed is hereby amended, modified and it is intended that these Vista Ridge Estates Declaration of Covenants, Conditions, and Restrictions replace and supersede the prior Declaration with the execution of same; and

WHEREAS Declarant, Developer, and members are now the owners of certain townhomes, lots, and other improvements theretofore constructed or hereafter to be constructed upon the property; and

WHEREAS, Declarant, Developer, and members will hereafter convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant, Developer, and members hereby declares that all of the said property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said property and which shall be construed as covenants of equitable servitude, which shall run with the real property and shall be binding on all parties having any rights, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, the undersigned, representing two-thirds (2/3) of all lot owners of Vista Ridge Estates Townhome project, have approved the forgoing Addendum to Declaration of Covenants, Conditions, and Restrictions of Vista Ridge Estates Townhomes to establish a community intended for and operated for residents 55 years of age or older. As such, Vista Ridge Estates Homeowners Association shall maintain a policy of prohibiting residence of persons under 55 years of age. Exceptions to this policy would have to be considered and approved, on a case to case basis, by the Board of Directors..

## ARTICLE I

### DEFINITIONS

Section 1. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions applicable to the property recorded in the office of the Recorder of Washington County, Utah.

Section 2. "Declarant" shall mean and refer to Vista Ridge Estates Homeowners Association, its successors, and assigns, a nonprofit corporation, being the sole entity to file and record this "Declaration." Declarant also recognizes Developers rights to develop, build, and erect living units to accomplish that which is necessary to complete Vista Ridge Estates.

Section 3. "Developer" shall mean and refer to Orvin P. Nielson, his successors, and assigns, if such successors and assigns should acquire more than one undeveloped lot for the purpose of development.

Section 4. "Homeowners Association" shall mean and refer to the Vista Ridge Estates Homeowners Association, its successors, and assigns, a Utah, nonprofit corporation.

Section 5. "Board of Directors" shall mean and refer to the governing board of the Homeowners Association defined above.

Section 6. "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 property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation until such party has acquired title pursuant to the

foreclosure of any arrangement or proceeding in lieu thereof.

Section 7. "Member" shall mean and refer to every person who or entity which holds membership in the Association.

Section 8. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners Association.

Section 9. "Lot" shall mean and refer to any of the separately numbered and individually described parcels of land shown on the recorded Plat, not including any Common Area.

Section 10. "Common Area" shall mean and refer to all real property which is not included within the Lots. Including all improvements thereto, now owned by the Homeowners Association and currently platted for the common use and enjoyment of the members (at no added cost beyond regular assessments) and not dedicated for use by the general public, other than utility lines now, or hereafter constructed or located thereon.

Section 11. "Townhome" shall mean and refer to a single-family dwelling unit constructed by the Developer on a lot.

Section 12. "Living Unit" shall mean and refer to conveyance of a structure which is designed and intended for use and occupancy, as a single-family residence, together with all improvements located on the lot concerned which are used in conjunction with such residence.

Section 13. "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 not mean the mere execution of an installment sales contract.

Section 14. "Person" shall mean and refer to one or more individuals, corporations, limited liability companies, partnerships, associations, labor organizations, director, directors in case under the United States Bankruptcy Code, receivers, and fiduciaries.

Section 15. "Renters" shall mean and refer to anyone, other than homeowners, occupying a unit.

## ARTICLE II

### HOUSING FOR OLDER PERSONS

The policies and procedures governing the project as stated herein, demonstrate the intent to provide housing for persons 55 years of age, or older per living unit; that all of the living units shall be occupied by persons 55 years of age or older, with the following exceptions:

- a. A spouse under the age of 55, of a resident who is 55 years of age or older.
- b. A person who is at least 40 years of age, and is a person of a resident who is 55 years of age or older, and who has been approved for residency by the Board of Directorss.
- c. A live-in Home Health Aide who has been approved for residency by the Board of Directorss.

Section I. Advertising, Marketing, and Sales. All advertising, marketing, and sales materials, or displays, of any kind, shall reflect that the Project is intended for "housing for

Section 2 Approved Occupancy.

- a. No person shall be permitted to occupy a living unit in the project until such person has completed a “Residency Application and Age Verification” form. Along with this form they must give a copy of positive ID, such as a driver’s license. This form must be submitted to the board for approval or non-approval. The Board must give their reply to the applicant within five (5) days of the request.
- b. Within thirty (30) days of occupancy approval by the Board of Directors, the applicant must submit proof of insurance covering 100% replacement cost of the townhome. In the event a copy of Homeowners Insurance Policy, indicating 100% replacement cost, is not received by the Board during the allotted time, the Board will purchase a policy for 100% replacement cost of the townhome and bill it to the townhome owner.
- c. Persons under 55 may be permitted to visit for reasonable periods, not to exceed 30 days in any calendar year.
- d. Extended stays, beyond number “c” above, must be approved by the Board of Directors.
- e. In case of the death of deeded homeowner, the rule of 55 years and older occupancy still applies.

Section 3 Resale or Rental

- a. If a current resident wishes to sell or rent his or her living unit, the same procedures described above in Section 2 will apply. Owners shall inform prospective buyers, or renters of this procedure. A copy of all leases must be provided to the Board of Directors, and must be for an initial term of not less than six months.
- b. The Homeowners Association shall maintain records of each unit, whether occupied by home owner, renter or lease holder.
- c. Rental units shall not exceed 10% of the total number of occupied units in Vista Ridge Estates.

Section 4 Exceptions to Occupancy. When an age 55 or older member of a household dies, or otherwise leaves the unit, the spouse or cohabitant, under age of 55 is allowed residency in that unit.

Section 5. Applicability The provisions of this Article shall not apply to prohibit the occupancy of any under aged person living in a unit in the project as of April 11, 1995, the original date of the Vista Ridge Estates CC&Rs

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Living Unit is subject to assessments and shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any living unit, which is subject to assessment. Each living unit shall be entitled to one vote. When more than one person owns an interest in any living unit, all such persons shall be members. The vote for such a living unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to one living unit.

## ARTICLE IV

### PROPERTY RIGHTS

Section 1. Ownership of Common Area. Title to the Common Area in Phase 1 and Phase 2 has been deeded to the Homeowners Association. The definition of Common Area in Article 1, Section 10 of this declaration applies. A covenant to maintain the Common Area in good repair and condition at all times and to operate the same at its own expense is the responsibility of the Homeowners Association. The Common area shall be deemed to run with the land and shall be binding upon the Homeowners Association, its successors and assigns.

Section 2. Enjoyment of Common Area. Each member shall have the right of use and enjoyment of the common area, including the parking area, clubhouse, and pool. Any member may delegate the right of use and enjoyment described herein to any tenant, lease holder or registered care giver.

### Section 3. Limitations

- a. The Homeowners Association has the right to charge reasonable fees for use of the recreational facilities.
- b. The Homeowners Association has the right to impose reasonable limitation on the number of guests, per unit, that can use the recreational facilities.
- d. The Homeowners Association has the right to deny voting rights and use of recreational facilities to any member, for any period during which any assessment against the property remains unpaid.
- e. The homeowner may be denied use of any recreational facilities for any infraction of published rules and regulations, not to exceed 60 days.
- f. With the approval of 2/3 of the lot owners, the association may, sell, change, hypothecate, alienate, encumber, dedicate, release or transfer all or part of the Common Area to any public agency, authority, or utility for such purpose as may be agreed to by the Members. The Homeowners Association has the right to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- g. It is the right of the Homeowners Association and Developer to grant and reserve easements and right-of-way through, under, over and across the Common Area for the installation, maintenance, and inspection of lines or appurtenances for public or private utilities.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of a Lien and Personal Obligation of Assessments.** The Declarant and members for each living unit completed, hereby covenants, and each owner of any living unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Homeowners Association (1) annual Assessments, (2) special assessments, and (3) capital assessments. Such assessments to be levied, fixed, established and collected from time to time as hereinbelow provided.

The assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the living unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such living unit at the time when the assessment became due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The Assessments levied by the Homeowners Association shall be used exclusively for the Vista Ridge Common Area, sponsored recreation and in particular for the improvement and maintenance of the Common Area. The assessments must provide for, but not limited to, the payment of taxes and insurance, the payment of the cost of repairing, replacing, maintaining, and constructing or acquiring additions to the Common Area. Assessment shall be used for the payment of administrative expenses of the Homeowners Association, insurance deductible amounts; establishment of a reserve account for repair, maintenance, and replacement of the Common Area and roadways. Any allocation of funds for \$2,000.00 or more, for each expenditure, must be advertised in the monthly newsletter, voted on and have the approval of a majority (50%+1) of the Homeowners attending the designated Board of Directors Meeting.

**Section 3 Annual Assessments.** As of Jan 1, of each year, each living unit shall be subject to an annual assessment, which may be paid, annually, bi-annally, quarterly, bi-monthly or monthly.

- a. From and after January 1<sup>st</sup> the maximum annual assessment may be increased each year, not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1<sup>st</sup>, the maximum annual assessment may be increased above the 5%, by a majority vote (50% +1) of the members who are voting in person, or by proxy, at the meeting duly called for this purpose.

**Section 4 Special Assessments for Capital Improvements.** In addition to annual assessments, authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related

thereto, provided that any such assessment shall have the approval of a majority (50%+1) of the members who are voting in person, or by proxy at a special meeting duly called for this purpose. Payment arrangement shall be determined at time of the vote for assessment.

**Section 5. Notice of Meetings for Assessment Changes.** Written notice of any special meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members, not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.

**Section 6. Rate of Assessment** Annual, special and capital assessments shall be fixed at a uniform rate for all living units and may be paid on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** Any changes in annual assessments, whether by the Board of Directors (up to 5%) or by vote of the membership (anything over 5%) shall take effect on the first day of the month following approval of the membership.

**Section 8. Nonpayment of Assessments.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date (1<sup>st</sup> of each month), the assessment shall bear interest from the due date, (1<sup>st</sup> of the month) at the rate of eighteen (18%) per annum. The Homeowners Association may take legal action against the property involved, and interest, cost of suit and reasonable legal fees incurred shall be added to the amount of such assessment.

**Section 9. Exempt Property**

- a. All properties, if any, dedicated to and accepted by a local public authority.
- b. All lots and townhomes owned by the developer which have never been occupied as a living unit.

**Section 10. Non-use and Abandonment.** No living unit owner may waive or escape personal liability for the assessment provided for herein, nor release the living unit owned by him from the liens and charges hereof, by non use of any Common Areas or abandonment of his living unit.

**Section 11. Subordination of the Lien to Mortgages.** The lien created hereinunder upon any living unit 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 the first priority over other mortgages) or equivalent secured interest on any living unit, 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 secured interest on a living unit who come 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 living units and improvements appurtenant thereto free of any claims for unpaid assessment charges against said living unit which accrue prior to the time such holder comes into possession of the living unit, except for the claims for a share of such expenses or charges resulting from a reallocation of such assessment or charges to all living units including the mortgaged unit.

Any first mortgagee who obtains title to a living unit 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 living unit's unpaid dues or charges which have accrued before the acquisition of title to the living unit by the mortgagee through foreclosure. However, no such sale or transfer shall relieve such living unit from liability from assessments which thereafter become due or from the lien thereof.

Section 12. Insurance. The Vista Ridge Estates Common Area Insurance is the responsibility of the Association, including 100% replacement cost of club house, pool, and any other amenities that may be on the common area, as well as, the perimeter and dividing walls in the common area. The policy will also include a broad form public liability policy covering all Common Areas and liability coverage on Association Directors and Officers.  
(See Individual Homeowners Insurance in ARTICLE XI)

## ARTICLE VI

### OPERATION AND MAINTENANCE

Section 1. Maintenance of Lots and Living Units. Each lot and living unit shall be maintained by the owner, so as not to detract from the overall appearance of the development, and so as not to affect adversely the value of use of any other lot or living unit.

Section 2. Operation and Maintenance by Homeowners Association. The Homeowners Association shall provide for such maintenance and operation of the Common Area as may be necessary. Regarding lot and living unit maintenance by owners, in the event an owner shall fail to maintain his lot or living unit in a manner satisfactory to the Architectural Committee, and after approval of a majority vote of the Board of Directors, the Homeowners Association shall have the right to enter upon such lot and repair or restore to an acceptable condition (excluding the interior of the living unit) to the Architectural Committee. The cost incurred for repairing and restoring the lot or unit shall then be added to, and become an assessment and lien against the lot.

Section 3. Utilities. The Homeowners Association shall pay for the monthly Cable TV. Service, Water, Insurance of the Clubhouse, Insurance on the Common Area, and Utilities of the Clubhouse. Each Lot owner shall pay for all utility services which are separately billed or metered to individual lots.

Section 4. Rules and Regulations. The Homeowners Association may make reasonable rules and regulations governing the use of the lots, living units, and Common Area. The Homeowners Association may take legal action against any owner to enforce compliance. In the event of such legal action, the Homeowners Association shall be entitled to recover its cost, including reasonable attorney's fees, from the offending owner.

## ARTICLE VII



## USE RESTRICTION

**Section 1. Use of the Common Area.** The Common Area shall be used in a manner consistent with its community nature and with the use restrictions applicable to lots and living units.

**Section 2. Use of Lots and Living Units.** No lot or living unit shall be used for any purpose other than as a private residence.

**Section 3. Exception for Developer.** The Developer shall have the right to use any lot or living unit owned by the Developer, and any part of the undeveloped common area reasonably necessary, or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish completion of the project.

**Section 4. Recreational Vehicles.** No recreational vehicles may be parked within the Common Area, or upon the driveways of a living unit for longer than a seventy-two (72) hour period. In no event shall any recreational vehicle, camper, trailer, tent trailer, or mobile home be used for camping or for overnight accommodations by the Lot owner or by the lot owner's guests in and on the Common Area or on the driveways of the townhome units.

**Section 5. Household Pets Permitted.** Dogs, Cats, or other household pets may be kept in the townhomes or on the owner's lot. All dogs and cats in the common area shall be on a leash. Pet owners are responsible for clean up from their individual pets. Owners are limited to no more than two animals.

**Section 6. Rules and Regulations.** Each owner shall comply with all the rules and regulations adopted by the association for the governing of the lots, living units, the common area, the property, and all parts thereof, as such rules and regulations may from time to time be modified amended and approved by the Homeowners Association, acting through its Board of Directors.

**Section 7. Storage in the Common Area.** No storage in the common area will be allowed without prior consent of the Board of Directors.

**Section 8. Prohibited Uses.** No noxious or offensive activities shall be carried on in any lot or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the owners.

**Section 9. Oil and Mining Operations** No drilling, coring, or mining operations of any kind shall be permitted upon or on any lot or the Common Area.

**Section 10. Alterations of the Common Area.** Nothing shall be altered or constructed, or removed from the Common Area, except with the written consent of the Board of Directors.

Section 11. Time Sharing Prohibited. Neither the Developer nor the owner of any lot shall allow or permit any form of time-sharing ownership.

Section 12. Leases. Any lease agreement between the townhome owner and leasee shall be required to provide that terms of the lease shall be, subject in all respects to the provisions of this Declaration, Articles of Incorporation, the Bylaws, and Rules and Regulations of said Homeowners Association, and shall not be for less than six (6) months. Any failure by leasee to comply with the terms of such documents shall be in default under the lease. All leases shall be in writing and a copy of the signed lease shall be kept on file in the office of the Homeowners Association.

Section 13. Signs and Flags. All signs and flags for individual lots or townhomes shall conform to all restrictions of the sign ordinance of the City of St. George, Utah.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Homeowners Association shall appoint a three (3) member committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The committee shall be composed of owners of a unit. If such a committee is not appointed, the Board itself shall perform the duties required of the committee.

Section 2. Submission to the Committee. No living unit, storage shed, or addition to a living unit which is visible from the Common Area shall be constructed, and no alterations, repainting, or refurbishing of the exterior of any living unit shall be performed by individual owners, or by the Homeowners Association unless complete plans and specifications thereof have first been submitted to and approved by the Architectural Control Committee.

Section 3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee 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 regulations.

Section 4. Approved Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it, in writing, within thirty (30) days after submission in the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

Section 5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently pursued to completion. If reasonably necessary to enable such improvements, constructions, landscaping, or alteration, the persons carrying out the same shall be entitled to temporarily

use Common Area in the vicinity of the activity.

**Section 6 Disclaimer of Liability.** Neither the Architectural Committee nor any member thereof, acting in good faith, shall be liable to the Homeowners Association or any owner for any damage, loss, or prejudice suffered or claimed.

**Section 7. Developer's Obligation.** Developer hereby covenants in favor of each owner that all townhomes erected by it, or caused to be erected by it, and all improvements of the Common Areas accomplished by it shall be architecturally compatible with respect to one another.

## ARTICLE IX

### PARTY WALLS

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the living units upon the property and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or commissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall.

**Section 3 Destruction of Fire or Other Casualty.** If a party wall is destroyed or damaged by fire, or other casualty, then, to the extent that such damage is not covered by insurance, any owner who uses the wall must restore it, and if the other owners therefore make use of the wall, they shall contribute to the cost of restoration thereof in equal portions.. An owner will be required to bear the total cost if the damage was due to negligence or willful acts.

**Section 4. Right of Contribution Runs With Land.** The right of any owner to receive contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

**Section 5. Arbitration.** In the event of any dispute arising on a party wall, or under the provisions of this Article, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and decision be by a majority of all Arbitrators. Should any party refuse to appoint an Arbitrator within ten (10) days after written request therefore, the Board of Directors of the Homeowners Association shall select an Arbitrator for the refusing party. Cost of arbitration shall be divided equally among the parties.

**Section 6. Encroachment.** If any portion of a party wall or other part of a building or structure now hereafter constructed upon said property encroaches upon any part of the

Common Area or upon the lot or lots used, or designated for use, by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist and be binding upon the Developer and upon all present and future owners.

## ARTICLE X

### EASEMENTS

Section 1. Minor Encroachments. Each lot and Common Area shall be subject to an easement of encroachment created by construction, repair, shifting, settling or movement and overhangs as designed or constructed by the Developer. A valid easement for said encroachment and for the maintenance of same will stand, so long as it does exist.

Section 2. Utilities Easement. There is hereby granted and conveyed to the City of St. George, Charter Cable Television, Questar Gas, and Qwest, their Successors and assigns, a blanket easement upon, across, over, and under all of the said Common Area for ingress, egress, installation, replacing, repairing, and maintaining all utilities at such locations as said utilities deem appropriate. By virtue of this easement, it shall be expressly permissible for the providing of electrical, cable television, and/or telephone wires, circuits on, across, and under the Common Area.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the street and Common Area in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially planned and approved by the Developer or thereafter approved by the Board of Directors. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

## ARTICLE XI

### INSURANCE

Section 1. Homeowners Insurance. By virtue of taking title to a Lot, each individual homeowner covenants and agrees with all other owners, and with the association to carry property insurance for the full replacement cost of the unit, less a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy, in determining whether the policy satisfies the requirement of an insured loss. However, if the Insurance Committee and the Board chosen by the Homeowners reasonably determines, after notice and opportunity to be heard, that the loss is a result of the negligence, or willful misconduct of one or more owners, their guest, invitees, renters, or leasees, the Insurance Committee and Board may specifically assess the full amount of such deductible against such owner(s) and their lot(s).

Section 2. Insurance Companies. All insurance coverage obtained by the lot owners,

shall be written with a company authorized to do business in the State of Utah, which satisfies the requirement of the Federal-National Mortgage Association, or such other secondary mortgage market agencies, or Federal Agencies, as the Insurance Committee and Board members deems appropriate.

**Section 3. Damage or Destruction.** Each homeowner further covenants and agrees, that in the event of damage to, or destruction of structures on or comprising his unit, the owner shall proceed promptly to repair or reconstruct, in a manner consistent with the original construction, or such other plan and specification as are approved in accordance with St. George City and Washington County building standards.

**Section 4. Proof of Insurance and Cancellation Clause.**

- a. Each Homeowner must request their Insurance Company to send "Evidence of Property Insurance" to Vista Ridge Homeowners Association at 1331 North Dixie Downs Road #175, St. George, UT 84770.
- b. Each Homeowner's Insurance Policy shall include the following Cancellation Clause: "This policy is subject to the premiums, forms, and rules in effect for each policy period. Should the policy be terminated, the company will give Vista Ridge Homeowners Association, having additional interest, at 1331 North Dixie Downs Road #175, St. George, UT 84770, ten (10) days written notice, and will send notification of any changes to the policy that would affect that interest, in accordance with the policy provisions, or as required by law."

**Section 5. Cost not covered by Insurance.** The owner shall pay any cost, which is not covered by insurance proceeds. If the individual Homeowner does not satisfy the requirement of proof of insurance to the Insurance Committee and Board of Directors, insurance on the structure shall be obtained on behalf of a Unit and shall be charged to the owners of the Unit.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

**Section 1. Compliance.** Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation, and Minutes and Bylaws of the Homeowners Association, rules and regulations promulgated by the Homeowners Association adopted pursuant therein, as the same may be lawfully amended, modified, or enacted from time to time.

**Section 2. Enforcement.** The Homeowners Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration including all restrictions, conditions, covenants, reservations, liens, assessments, and charges now or thereafter imposed hereunder. Failure by the Homeowners Association or by any owner to enforce any covenant, condition, or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. In any provision, hereof, the party

against whom enforcement is sought, is responsible for reasonable attorney's fee. The Board of Directors may levy a fine or penalty, not to exceed 100% of the amount of the maximum annual assessment against any owner who violates any of these covenants, or a rule of the Homeowners Association, after three (3) days' written notice.

**Section 3. Severability: Construction and Validity of Restrictions.** All of said Covenants, Conditions, and Restrictions contained in this Declaration shall be construed together, but if it shall, at any time, be held that any one of said Covenants, Conditions, or Restrictions, or any part thereof is invalid, or for any reason becomes unenforceable, no other Covenant, Condition, or restriction, or any part thereof shall be thereby affected or impaired, and the Declarant and Lot Owners, their successors, heirs and/or assigns shall be bound by each Article, Section, Subsection, Paragraph, Clause and Phrase.

**Section 4. Duration and Amendment.** The Covenants, Conditions, and Restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date the first Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot owners. Any amendment must be recorded in the Office of the Recorder of Washington County, State of Utah.

**Section 5. Notices.** Any notice required or permitted to be given to any Owner under the provision of this Declaration shall be deemed to have been properly furnished, if mailed postage prepaid, to the person who appears as an Owner, at the address for tax notices in the Washington County Property Records. Notice to mortgages shall be mailed to the address of such mortgages as shown in the mortgage or to the principal place of business (if known) of such mortgage.

**Section 6. Covenants to Run with Land.** This Declaration, as amended, and all the provisions hereof, shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall be to the benefit of Vista Ridge Estates Homeowners' Association, all parties who hereafter acquire any interest in a lot or in the Common Area, and their respective grantees, mortgages, lien holders, heirs, devisees, personal representatives, successors and assigns. Each owner or occupant of a lot or living unit shall comply with, and all interest in all lots or in the Common Areas shall be subject to, the terms of this Declaration, as amended, and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by the Declaration as amended. By acquiring any interest in a lot or in the Common Area, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration, as amended.

**Section 7. Gender and Grammar.** The singular, wherever used in this Declaration as amended, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply whether to quorums or individuals, men or women, shall in each case be fully expressed.

**Section 8. Conflicts.** In the case of any conflict between this Declaration, as the

same may be amended from time to time, and the Articles of Incorporation, and the Bylaws of the Homeowners Association, as they may be amended from time to time, the provisions of this Declaration shall be controlling.

Section 9. Declarant Rights to Amend Plat. Declarant shall have, and is hereby vested with, the right to unilaterally amend the Plat as may be reasonably necessary or desirable, with two-thirds (2/3) of the Homeowner's approval.

Section 10. Payment of Charges by First Mortgages. First mortgages of lots may jointly or singularly pay taxes or other charges that are in default and that may or have become charges against any Common Area, and pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Area in case of lapsed policy.

Section 11. Waivers. No provision contained in the Restated and Amended Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 12. Topical Headings. The topical headings contained in this Restated and Amended Declaration are for convenience only and do not define, limit or construe contents of the Restated and Amended Declaration.





## C.C.&amp;R. VOTE TALLY

January 10, 2004

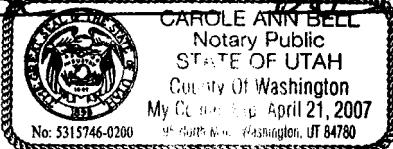
<u>HS. NOS.</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>TOTAL</u>
1-20	17	1	2	20
21-40	15	0	5	20
41-61	14	1	5	20
62-102	15	1	6	22
104-123	14	1	5	20
124-141	14	2	2	18
142-161	17	0	3	20
162-169	8	0	0	8
<hr/>				
Subtotals	<u>114</u>	<u>6</u>	<u>28</u>	<u>148</u>
TOM	15	0	0	15
MARTY	8	0	0	8
<hr/>				
Grand Totals	137	6	28	171
Percentages :	Subtotal	77.0%		
	Grand total	80.1%		

VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION  
 December 2003

00860831 BK 1609 Pg 2002

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

Unit	Homeowner	Signature	Date
#1	Cooper, Jerry	<i>Jerry Cooper / by H. Woodland</i>	12-6-03 ✓
#2	Neilson, Orvin & Loa		
#3	Anderson, John & Verna	JOHN ANDERSON BY Edward D. Smith	1-10-04
#4	Rowland, Robert, & Nellie	Nellie Rowland / E. Smith	12/20/03 ✓
#5	Elmer, Don & Alice	Alice E. Elmer	12/6/03
#6	Johnson, Bonnie		
#7	Wineriter, John & Vickie	<i>John Wineriter</i>	12/10/03
#8	Krueger, June	JUNE KRUEGER BY: Edward D. Smith	1-10-04
#9	Dale, Jennean	<del>NO</del> <del>_____</del>	<del>_____</del>
#10	Larsen, Bernie	<i>Bernie Larsen</i>	12-6-03
#11	Call, Gladys	Gladys Call / by H. Woodland	12-6-03 ✓
#12	Brinkerhoff, Duane & Jane	Duane Brinkerhoff / E. Smith	12-20-03 ✓
#13	Asay, Pearl	<i>Pearl M. Asay</i>	Dec 3-03
#14	Dixon, Keith & Zola	Zola Dixon / by H. Woodland	12-6-03 ✓
#15	Griffiths, Wilford	<i>Wilford Griffiths</i>	Dec. 3-03
#16	Weis, Virgil	<i>Virgil Weis</i>	Dec 10, 03 ✓
#17	Grisham, Dick & Judy	<i>Judith A. Grisham</i>	Dec. 10-03
#18	Harper, Bob & Lola	Lola Harper / E. Smith	12-20-03 ✓
#19	Jones, Mack & Lois	<i>Lois A. Jones</i>	12-6-03
#20	Harmon, John	<i>John Harmon</i>	12-3-03



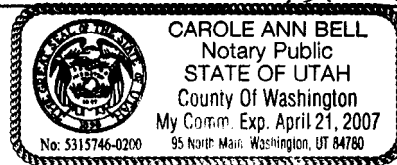
VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION

December 2003

00860831 Bk 1609 Pg 2003

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

Unit	Homeowner	Signature	Date
#21	Blades, Dora Mae	<i>Dora Mae Blades</i>	12-10-03
#22	Almon, John & Peggy	<i>John W. Almon / E Smith</i>	12-20-03 ✓
#23	Long, Art & JanNell		
#24	Park, Craig	CRIS PARKER By: <i>Edward D Smith</i>	1-10-04
#25	Allred, Nellie		
#26	Davidson, Jack & Audrey	<i>Jack Davidson</i>	12-03-03
#27	Snell, Geraldine	<i>Geraldine Snell</i>	12-10-03
#28	Bird, Bill & Glenda	<i>Glenda Bird</i>	12-6-03
#29	Dorothy Fill	<i>Dorothy Fill</i>	12-03-03
#30	Davidson, Ella	<i>Ella Davidson / B Woodard</i>	12-6-03 ✓
#31	Wahrer, Nick & Mary	<i>N. &amp; M. Wahrer, by Louis Clement</i>	1-10-04
#32	Bleak, Bruce & Gwen		
#33	Westover, Adam & Alita		
#34	Wright, Beth	<i>Beth Wright by Louis Clement</i>	1-10-04
#35	Bezette, Russell	<i>Russell Bezette, by Louis Clement</i>	1-10-04 ✓
#36	Gallo, Philip & Sherilyn	<i>Philip &amp; Sherilyn Gallo, by Louis Clement</i>	1-10-04
#37	Orgill, Monte & Carol		
#38	Settle, Dorothy	<i>Dorothy Settle</i>	12-10-03
#39	Rowe, Edith	<i>Edith Rowe By E Smith</i>	12-10-03 ✓
#40	Smith, Lois	<i>Lois Smith</i>	12-06-03

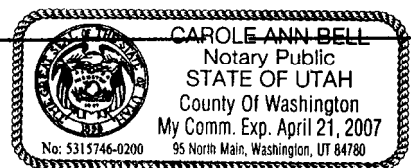


VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION  
 December 2003

00860831 Bk 1609 Pg 2004

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

Unit	Homeowner	Signature	Date
#41	Pugmire, James & Karen	Karen Pugmire / S Woodland	12-6-03
#42	Ward, Edith	Edith Ward by Luciel M. Davis	12-20-03
#43	Babb, Ernest & Nona	ERNEST BABB by Edward D Smith	1-10-04
#44	Fronk, Lester & Elaine	LESTER FRONK by: Edward D Smith	1-10-04
#45	Weis, Carole	CAROLE WEIS BY GREAVES BY: Edward D Smith	1-10-04
#46	Frost, Ray & Barbara	Ray Frost M.L.M.	12-20-03
#47	Rhodes, Nancy & Rhea	Nancy Rhodes / S Woodland	12-6-03
#48	Bush, Bernice	BERNICE BUSH BY: Edward D Smith	1-10-04
#49	Rich, Kent & Faithe	Rich, Kent, by Louise Edemey	1-10-04
#50	Jensen, Ted	TED JENSEN BY: Edward D Smith	1-10-04
#51	Thatcher, Richard & Anne	(NO)	12-10-04
#52	* Nova O. Rael	Nova O Rael	12/6/03
#54	ShIPLEY, Bruce & Beverly		
#55	Lowe, Earl & Clyone	EARL LOWE BY: Edward D Smith	1-10-04
#56	Olsen, Tensey	Tensey Olsen	12-6-03
#57	Green, Arnold & Janet	Arnold & Janet Green	12-6-03
#58	Margaret Coleman		
#59	Perkins, Lois		
#60	Thornton, Don & Lucille		
#61	Buntjer, Elvie & Edna		



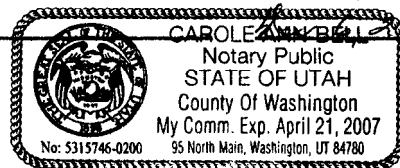
VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION

December 2003

00860831 Bk 1609 Pg 2005

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

#	Name	Signature	Date
#85	Allen Piper	by Louise Clement	1-10-04
<b>Unit</b>	<b>Homeowner</b>	<b>Signature</b>	<b>Date</b>
#86	Ron Nielson	by Louise Clement	1-10-04
#62	Dewitt, Marjorie	_____	_____
#63	Janson, Gisela	_____	_____
#64	Lloyde, Harold & Edith	Harold Lloyd	12-03-03
#65	McFarland, Melvin & Colleen	Colleen McFarland, by Louise Clement	1-10-04
#66	Snow, Eva Marie	_____	_____
#67	Powell, Keith & Melva	Melva Powell	12-6-03
#88	Domenico, Steve & Toni	Steve Domenico, by Louise Clement	1-10-04 ✓
#89	Developer's Office	_____	_____
#90	Friedel, Janet	Janet Friedel, by Louise J. Clement	1-10-04
#91	Pingry, Charlie & Grace	Grace Pingry	12-6-03
#92	Stewart, Otto & Ardith	Ardith Stewart	12-6-03
#93	Quick, Alex & Allie	_____	_____
#94	Humphries, Guy	Guy Humphries, by Louise Clement	1-10-04
#95	Gerro, Mari	No	_____
#96	Larsen, Grace	Grace Larsen, by Louise Clement	1-10-04
#97	Webster, Paul & Jeri	Paul Webster, by Louise Clement	1-10-04
#98	Barnes, Truman & Joan	_____	_____
#100	Wayman, Ray & Audrene	Ray Wayman	23 NOV 03
#101	Kelly, Bob & Beth	Bob Kelly	12-6-03
#102	Miltner, Eleanor	Eleanor Miltner	_____



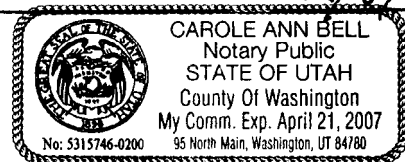
VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION

December 2003

00860831 Bk 1609 Pg 2006

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

<u>Unit</u>	<u>Homeowner</u>	<u>Signature</u>	<u>Date</u>
#104	Warren, Virginia	<u>Jim Webb / by J. M.</u>	<u>12-20-03</u>
#105	Webb, Jim & Janet	<u>Jim Webb / by J. M.</u>	<u>12-20-03</u>
#106	Yates, Jim & Susan	<u>Jim Yates / by J. M.</u>	<u>12-6-03</u>
#107	Vance, Beth	<u>Beth Vance</u>	<u>12/6/03</u>
#108	Wood, Val & LaJean	<u>Val Wood by Lucille M. Daniel</u>	<u>1-10-04</u>
#109	Christiansen, Colleen	<u>Colleen Christiansen, by Lucille M. Daniel</u>	<u>1-10-04</u> ✓
#110	Hunt, Clawson		
#111	Nilsson, Tim		
#112	Clement, Don & Louise	<u>Don Clement</u>	<u>12-3-03</u>
#113	Baker, David & Joan	<u>David Baker</u>	<u>12-10-03</u>
#114	Bastian, Barbara	<u>Barbara Bastian</u>	<u>12/12/03</u>
#115	Behunin, Frank & Beverly	<u>Franklin Behunin by Lucille M. Daniel</u>	<u>1-10-04</u>
#116	Trujillo, Al & Vera	<u>Al Trujillo</u>	<u>12/4/03</u>
#117	Hough, Bob & Colleen	<u>Robert Hough / E. Smith</u>	<u>12/20/03</u>
#118	Warren, Ed & Pat	<u>Ed Warren</u>	<u>12/10/03</u>
#119	Vetell, Joe & Jane	<u>Jane Vetell / by J. M.</u>	<u>12-06-03</u>
#120			
#121	Stiff, Ralph & Betty		
#122	Vanicsek, Otto & Marie	<u>NO</u>	
#123	Henderson, Pete & Melissa	<u>Peter J. Henderson</u>	<u>12/6/2003</u>



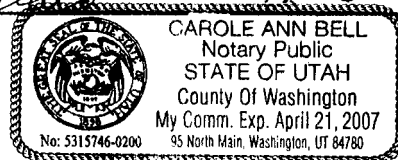
VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION

December 2003

00860831 Bk 1609 Pg 2007

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

Unit	Homeowner	Signature	Date
#124	Huntley, Jack & Christine	<u>Jack W. Huntley</u>	<u>12-10-03</u>
#125	Martin, Steve & Edith	_____	_____
#126	Griggs, Walter & Helen	<u>Walter Griggs by Lucille M. Daniel</u>	<u>1-10-04</u>
#127	Ewell, Wallace & Gloria	<u>No</u>	_____
#128	Lang, Dorothy Hayes, Paula	<u>Paula Hayes</u>	<u>12-6-03</u>
#129	Lennis Gines Sharon Walker	<u>Lennis Gines</u>	<u>12-6-03</u>
#130	Iverson, Dan & Christa	_____	_____
#131	Wilkerson, A.A. & Bertha	<u>A.A. Wilkerson</u>	<u>12-06-03</u>
#132	Christensen, Reed & Bernice	<u>Bernice Christensen</u>	<u>12-06-03</u>
#133	Austin, Howard & Pat	<u>Pat Austin, by Louise Clement</u>	<u>1-10-04</u> ✓
#134	Woollard, Gearldean	<u>Gearldean Woollard</u>	<u>12-03-03</u>
#135	Stampfl, Donald & Jane	<u>Donald Stampfl</u>	<u>12-10-03</u>
#136	Gorman, James & Donna	<u>James Gorman / B Woollard</u>	_____
#137	Cramer, Paul & Peggy	<u>Paul Cramer / E Smith</u>	<u>12-20-03</u>
#138	Davis, Dorothy	<u>No</u>	_____
#139	Warren, Cal & Virginia	<u>Calvin A Warren</u>	<u>6 Dec. 2003</u>
#140	Weaver, Don & Jeanne	<u>Donald Weaver</u>	<u>23 Nov. 2003</u>
#141	Smith, Ed & Alice	<u>Ed Smith / B Woollard</u>	<u>12-6-03</u>



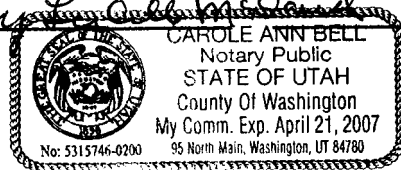
VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION

December 2003

00860831 Bk 1609 Pg 2008

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<u>Unit</u>	<u>Homeowner</u>	<u>Signature</u>	<u>Date</u>
#142	Schulzke, Henry & Ursula	Henry Schulzke by Lucille McDaniel	1-10-04
#143	Landers, Jack & Neltje	Jack Landers	12-6-03
#144	Thrasher, Dee & Marie	Dee Thrasher	12-6-03
#145	Palmer, Ruth	Ruth Palmer by Lucille McDaniel	1-10-04
#146	Lundy, James & Rilla		
#147	Anderson, Mike & Beverly	Mike Anderson (A-Fill)	12-10-03
#148	Van Der Meyden, Phyllis	Phyllis Van Der Meyden / E Smith	12-20-03
#149	Worthy, Granvel & Dian	Dian Worthy	12-6-03
#150	Laub, Eva Lou	Eva Lou D. Laub	12-6-03
#151	Smith, Larry & LaRae	Larry Smith	12-10-03
#152	Blair, Rita	Rita Blair by Sandy Sullivan	12/10/03
#153	Norton, Ryan		
#154	Larsen, Seth & Christine	Christie Bowles Larsen by Pray Cleveland Smith	12-20-03
#155	Stone, Norman & Mary	Norman Stone by Lucille McDaniel	1-10-04
#156	Vincent, Leah	Leah Vincent (A-Fill)	12-10-03
#157	Carter, Pauline	Pauline Carter by Lucille McDaniel	1-10-04
#158	Lee, Glen & Billiemae	Billiemae Lee by Lucille McDaniel	1-10-04
#159	Varner, Bill & Marilyn	Marilyn Varner by Lucille McDaniel	1-10-04
#160	Peterson, Richard & Vicky		
#161	Martineau, James & Yvonne	James Martineau by Lucille McDaniel	1-10-04





VISTA RIDGE ESTATES  
 CONSENT AND CERTIFICATION  
 TO AMEND DECLARATION  
 December 2003

0860831 Bk 1609 Pg 2009

We the undersigned, currently owning Townhomes and Lots in Vista Ridge Estates, 1331 Dixie Downs Rd., consisting of \_\_\_\_\_ percent, (\_\_\_\_\_%), which is greater than the two-thirds (2.3) needed, do hereby give consent to the Vista Ridge Estates Homeowners Association Board of Trustees to amend, substitute, and replace the Declaration of Covenants, Condition and Restrictions, which were previously recorded in the Office of the Washington County Recorder, on the 2<sup>nd</sup> day of May, 1986, as Entry No. 293501, Book 411, Pages 105-129, and on the December 11<sup>th</sup> 1989, as Entry No. 0357786, Book 537, Pages, 514-536, and also those recorded on the eleventh (11<sup>th</sup>) day of April 1995, as entry No. 00497233, Book 0899, Page 0657, and as amended thereafter. Said Declarations heretofore filed are hereby amended, modified and it is intended that ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RIDGE ESTATES A PLANNED UNIT DEVELOPMENT, A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER, wholly replaces and supersedes the prior Declarations with the execution recording of same. Said Amendments are effective as of the recorded date as shown below..

<u>Unit</u>	<u>Homeowner</u>	<u>Signature</u>	<u>Date</u>
#162	Woodward, Jay & Ruby	<i>M. Jay Woodward</i>	12-03-03
#163	Newcomb, Richard & Ruth	<i>Richard Newcomb</i>	12/03/03
#164	Rigby, Murray, & Arlene	<i>J. Murray Rigby</i>	12/06/03
#165	Ashley, Vernal & Valerie	<i>V. Ashley</i>	12/06/03
#166	McDaniel, Karl & LuCille	<i>LuCille McDaniel</i>	12-3-03
#167	Gibson, Dean & Jeanne	<i>W. Dean Gibson</i>	12-3-03
#168	Olsen, Irene	<i>Irene Olsen (W. Full)</i>	12-10-03
#169	Sullivan, Paul & Sally	<i>Sally A. Sullivan</i>	12/3/03

