

**AMENDED COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
RIDGEPOINTE
(A Community Hereafter Intended for and Managed For
Housing for Older Persons, 55 Years of Age or Older)**

These Amendments to the Declaration of Covenants, Conditions and Restrictions of RidgePointe, a Planned Unit development, are made and executed this 15th day of January, 2004, and (i) amend the Declaration of Covenants, Conditions and Restrictions of RidgePointe dated October 27, 1993, and recorded on October 28, 1993, as Entry No. 447884, in Book 1321, at pages 453-466, on the records of the Washington County Recorder's Office.

The Declaration of Covenants, Conditions and Restrictions of RidgePointe shall be restated as follows:

1-15-04 **THIS DECLARATION** of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed in the City of Washington, Washington County, State of Utah, this 15th day of January, 2004, by the RidgePointe Home Owners Association South ("Association"), a Utah Non-Profit Corporation. *INC. 1-15-04*

RECITALS

- A. Association and its individual members own that certain real property located in Washington County, Utah, which is more particularly described below.
- 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. Association may annex 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 Housing for Older Persons Act of 1995 (as amended); therefore, the Association hereby maintains a policy of prohibiting occupancy of homes on any Lot by persons under 18 years of age unless one (1) of the occupants of the residence is over age 55, and hereby requires that at least eighty percent (80%) of the homes on Association property be occupied by at least one person age 55 or older, as permitted by the Fair Housing Act of 1988 and the Housing for Older Persons Act of 1995 (as amended). See 42 U.S.C. §§ 3601, *et seq.*

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

DECLARATION

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 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 as follows:

BEGINNING AT A POINT WHICH LIES N 0°12'00" W 1868.04 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°12'00" E 725.61 FEET ALONG SAID CENTER SECTION LINE; THENCE S 75°13'01" W 102.29 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS S 61°26'57" W 175.00 FEET DISTANT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 23°59'44", A DISTANCE OF 73.29 FEET TO THE POINT OF TANGENCY; THENCE N 52°32'47" W 81.05 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 84°14'14", A DISTANCE OF 183.78 FEET; THENCE N 74°22'09" W 180.87 FEET; THENCE N 5°23'23" W 350.53 FEET; THENCE N 84°19'00" E 291.29 FEET; THENCE N 5°41'00" W 165.00 FEET TO THE POINT OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 84°19'00" W, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 54.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TELEGRAPH STREET; THENCE N 84°19'00" E 120.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 05°41'00" E, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE S 05°41'00" E 125.00 FEET; THENCE N 84°19'00" E 110.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.65 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase I as described on the plat recorded in Washington County, State of Utah on March 3, 1999,

as entry No. 638598, Book 1321, Page 248.

BEGINNING AT A POINT WHICH LIES N 00°12'00" W 1142.43 FEET ALONG THE CENTER—SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 00°12'00" E 420.61 FEET ALONG SAID CENTER—SECTION LINE; THENCE S 75°12'36" W 85.77 FEET; THENCE S 86°41'10" W 40.06 FEET; THENCE S 89°48'00" W 107.98 FEET; THENCE N 32°21'51" W 42.57 FEET; THENCE S 57°38'09" W 48.42 FEET TO A POINT OF CURVATURE OF A 220 FOOT RADIUS CURVE TO THE RIGHT, WHICH RADIUS POINT BEARS N 32°21'51" W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 30.13 FEET THROUGH A CENTRAL ANGLE OF 07°50'45"; THENCE N 21°49'46" W 89.77 FEET; THENCE N 05°23'23" W 661.18 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF RIDGEPOINTE SUBDIVISION PHASE 1; THENCE ALONG SAID SOUTH BOUNDARY LINE THE FOLLOWING FIVE COURSES: S 74°22'09" E 180.87 FEET; TO A POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, WHICH RADIUS POINT BEARS S 58°18'34" E THENCE SOUTHEASTERLY 183.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°14'14" TO A POINT OF TANGENCY; THENCE S 52°32'47" E 81.05 FEET TO A POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT WHICH RADIUS POINT BEARS S 37°27'13" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 73.29 FEET THROUGH A CENTRAL ANGLE OF 23°59'45"; THENCE N 75°13'01" E 102.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.73 ACRES

WHICH PROPERTY is also known as all of RidgePointe Phase II as described on the plat recorded in Washington County, State of Utah on July 3, 1996, as entry No. 537311, Book 1016, Page 68.

BEGINNING AT A POINT WHICH LIES N 0°12'00" W 718.72 FEET ALONG THE CENTER—SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°12'00" E 255.23 FEET ALONG SAID CENTER—SECTION LINE; THENCE S 75°12'36" W 118.10 FEET; THENCE N 59°07'58" W 42.17 FEET; THENCE N 52°58'52" W 40.25 FEET; THENCE S 68°10'14" W 239.03 FEET; THENCE N 70°33'51" W 170.90 FEET; THENCE N 21°49'46" W 47.29 FEET; THENCE S 68°10'14" W 100.00 FEET; THENCE N 21°49'46" W 90.00 FEET; THENCE N 1°49'49" E 43.67 FEET; THENCE N 21°49'46" W 50.00 FEET; THENCE N 68°10'05" E 400.00 FEET TO AN ANGLE POINT IN THE WESTERLY BOUNDARY LINE OF "RIDGEPOINTE SUBDIVISION PHASE 2", WASHINGTON COUNTY RECORDS AND RUNNING

THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING SIX (6) COURSES: S21°49'46"E 89.77 FEET TO A POINT ON A 220.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS N24°31'06"W; THENCE NORTHEASTERLY 30.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°50'45" TO THE POINT OF TANGENCY; THENCE N57°38'09"E 48.42 FEET; THENCE S32°21'51"E 42.57 FEET; THENCE N89°48'00"E 107.98 FEET; THENCE N86°41'10"E 40.06 FEET; THENCE LEAVING SAID BOUNDARY LINE S0°12'00"E 2.18 FEET TO THE POINT OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 0.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°06'46"; THENCE N75°12'36"E 85.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.281 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase III as described on the plat recorded in Washington County, State of Utah on August 26, 1996, as entry No. 615253, Book 1250, Page 484.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 110 OF RIDGEPOINTE SUBDIVISION PHASE 3 AS RECORDED IN THE RECORDS OF THE WASHINGTON COUNTY RECORDERS OFFICE AND RUNNING THENCE S00°12'00"E ALONG THE CENTER SECTION LINE 463.51 FEET TO THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°12'38"W 1136.43 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 13; THENCE NORTH 136.43 FEET; THENCE N64°17'19"E 333.88 FEET; THENCE N69°17'46"E 227.92 FEET; THENCE N27°10'35"W 121.09 FEET TO THE SOUTHWEST CORNER OF LOT 85 OF SAID RIDGEPOINTE SUBDIVISION PHASE 3; THENCE RUNNING THENCE ALONG THE BOUNDARY OF SAID RIDGEPOINT SUBDIVISION PHASE 3 THE FOLLOWING SEVEN COURSES: N68°10'14"E 100.00 FEET; THENCE S21°49'46"E 47.29 FEET; THENCE S70°33'51"E 170.90 FEET; THENCE N68°10'14"E 239.03 FEET; THENCE S52°58'52"E 40.25 FEET; THENCE S59°07'58"E 42.17 FEET; THENCE N75°12'36"E 118.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.23 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase IV as described on the plat recorded in Washington County, State of Utah on July 21, 2000, as entry No. 691468, Book 1374, Page 2467.

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

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plus legal description for Phase five (V), to be recorded later as an addendum.*

ARTICLE I DEFINITIONS

The following definitions control in this Declaration. Words and phrases not defined in this Article shall be given their ordinary meaning.

Section 1. “Act” 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 2. “Articles and By-laws” shall mean and refer to the Articles of Incorporation and the By-laws of the Association.

Section 3. “Association” or “RidgePointe Home Owners Association South” means the RidgePointe Home Owners 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 4. “Board of Directors” shall mean and refer to the governing board of the RidgePointe Home Owners Association South.

Section 5. “Common Area” shall mean all real property (including the improvements thereto, if any) owned by the RidgePointe Home Owners Association South 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 6. “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 7. “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 8. “Declaration” shall mean and refer to this 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 9. “Developer” shall mean Sundbird 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 10. “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 11. "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 12. "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 13. "Landscaping" shall mean improvements to lots that are provided by individual lot owners, according to minimum standards and guidelines of the declaration and as approved by the Architectural Control Committee.

Section 14. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 15. "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 16. "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 17. "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 18. "Plat" or "Plat Map" shall mean and refer to the Plat entitled "RidgePointe" consisting of 1 page recorded in the office of the County Recorder of Washington County, Utah, on the 28th day of October, 1993, in Book 1321 at page 248, Entry 638598, and as the same and any additional plat created pursuant to Article X may hereafter be modified, amended or supplemented in accordance with the provisions of this Declaration or supplements to this Declaration.

Section 19. "Properties," "Property," "Project" or "subdivision" shall mean that certain real property described above on pages 2, 3 and 4 hereto.

Section 19(a). Park, as used herein, means subdivision.

Section 20. "Utilities" shall mean public utilities, including, but not limited to, sewer, water, drainage, natural gas, telephone, electricity, and cable television.

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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. § 10-9-801 et seq. (1953, 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 Homeowners 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. § 10-9-801 et seq. (1953, 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 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 to be promulgated by the Board of Directors. 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 RidgePointe Home Owners Association South 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. A Board of Directors shall have the authority to promulgate rules and regulations for the governance of the properties, and persons within the properties. 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, hereinafter referred to as a "Member(s)" 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, 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 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 vote be cast with respect to any Lot. A vote cast at an Association meeting by any of such co-owners, whether in person or in proxy, 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 Declaration and the Associations, 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. If there are two or more Owners of a Lot and a dispute arises between them as to which shall be the Voting Owner the Voting Owner shall be that Owner whose name first appears on the deed or conveyance of record for the Lot. A majority of the Voting Owners all constitute a quorum and any decision by the majority of the quorum present at any Association meeting shall be the act of the Association. An Owner may appoint a proxy to serve as the Voting Owner, in which case the Owner must provide the Association with written notice of the proxy 30 days before the proxy may vote in an Association meeting. The power herein conferred to designate a proxy as the Voting Owner and to revoke said designation may be exercised by the respective Owner or Owners, the Owner's guardian, or during the administration of the deceased Owner's estate. An Owner's status as a Voting Owner shall be deemed automatically revoked upon, (1) the sale of his Lot at a sheriff's sale or the execution of a deed in lieu of foreclosure resulting from a foreclosure of any bona fide mortgage or the sale of a Lot through the exercise of a power of sale under a bona fide mortgage or deed or trust (2) transfer of record title to the Lot, (3) written notice to the Association of "the death or judicial incompetency of the Voting Owner, or (4) written revocation of voting Owner status delivered to the Association by any Owner or Owners. Upon the appointment of a receiver by a court of competent jurisdiction in any foreclosure or sale pursuant to a bona fide mortgage, said receiver shall be deemed the Voting Owner of the respective Lot for the purpose of voting so long as they are legally acting as the receiver. If at

any time a Lot is unrepresented by a Voting Owner, no vote shall be cast on behalf of such Lot until a Voting Owner is designated as provided herein; in such event, for voting purposes, the total number of Lots shall be deemed to have been reduced by the number of Lots unrepresented by a Voting Owner.

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 of Directors 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 of 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.

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Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment may be increased by the Board of Directors each year not more than fifteen percent (15%) 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.

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 its 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 provision 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.

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 or of proxies 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 of Directors 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 of Directors 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 day of the month and become delinquent on the 10th. 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 Directors shall determine appropriate) until paid. The Association shall have the remedies provided in the subsections below if payment is not made when due.

(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;
- (b) The Common Areas.

ARTICLE V ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Section 1. Architectural Control Committee. Except for lots that are owned by the Developer, two members of the Architectural Control Committee (hereinafter sometimes referred to as "ACC" or "Committee") shall be elected by a majority vote of the members at the annual membership meeting. Elected members may be either members of the Association or their spouse. In addition to the two elected members, the committee shall also include one member of the Board of Trustees who is appointed to that position by the board of trustees, and shall also include the Developer until such time as the Developer shall have sold seventy-five percent (75%) of the lots in each phase. As such, this committee shall consist of (4) members. The function of the committee shall be to insure that all exteriors of homes and landscaping within the property harmonize with existing surroundings and structures. The committee shall be composed of owners. Notwithstanding this or any other provision of this Declaration the Developer shall be the Architectural Control Committee for those lots owned by the Developer. If such a committee is not elected as described above, the board itself shall perform the duties required of the committee. The Architectural Control Committee, whether elected 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 Architectural Control Committee.

(a) **Submission to Committee.** 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 Architectural Control Committee.

(b) **Meetings of Committee.** The Architectural Control Committee shall meet from time to time as may be necessary to perform its duties hereunder. Any action taken by the Architectural Control Committee 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 committee shall use its best judgment to insure 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 Architectural Control Committee, or the board, as the case may be, shall act in accordance with such guidelines and procedures.

(d) **Approval 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.

(e) **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 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 Architectural Control Committee, 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 Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar plans and specifications subsequently submitted

Section 2. Home Requirements. No Home may be built on any lot until it is approved in writing by the Committee 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 Committee must approve the placement of each Home. When the Owner is prepared to place the Home on the Lot, he must give the Committee twenty (20) days advance notice and specify the dimensions of the Home. At that time the Committee will determine whether the Home is acceptable and if so the Committee will designate the exact placement of the Home on the Lot. Under no circumstances shall any Home built after the adoption of these Amended CC&Rs be less than 950 square feet for phases I, II, III, and V. Under no circumstances shall any Home built after the adoption of these Amended CC&Rs be less than 1200 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 5 feet in height on any two 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 2 stories.

Section 3. Home Siding. The exterior of all homes shall be Stucco with up to fifteen percent (15%) decorative rock, brick, or tile as approved by the Architectural Control Committee. The color of the stucco shall match that of the existing homes.

Section 4. Roof and Coloring Requirements. All Homes placed in the subdivision shall have Tile shingles with a color matching the existing homes. All roofs must be at least a 3/12 pitch.

Section 5. Other Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one 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.

Section 7. Carports 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 (11x15) feet. A complete drawing of the carport with specifications must be submitted to the Committee at the time the drawings for the Home's location are submitted, and must be approved by the Committee prior to placement of the Home on the Lot.

Section 8. Landscaping. The front and rear yards of the Home must be landscaped in a manner acceptable to the Committee. Before the commencement of any planting, landscaping or major changes to existing landscaping, written plans for such shall be submitted to the Committee for approval and any landscaping approved by the Committee must be completed, weather permitting, within ninety (90) days of the Home Installation. Each home buyer shall be responsible to plant and maintain one curb side shade tree in the variety specified by the committee. An automatic sprinkling or irrigation system must be installed by each home 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 lot and all garages, carports, porches and driveways have been constructed. A deposit of \$500.00 shall be placed with the Home Owners Association prior to the construction of any home. When landscaping is completed this deposit shall be returned to the Home Owner.

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.

Section 11. Adjustments. The committee 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 Ridge Pointe Subdivision.

Section 12. Regrading and Drainage. No Lot surface or tract in said subdivision shall be regraded without the prior consent of the Committee. 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.

Section 13. 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 Architectural Control Committee and reviewed by project Landscape Architect to ensure against excessive wetting of expansive soils. 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 75% of landscaped area shall be improved with plants from an approved list of plant types as approved by Landscape Architect and Architectural Control Committee. The Home

Owners Association shall maintain all landscaped areas and bill the home owner for the maintenance costs.

Section 14. 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 persons per bedroom, and is further restricted to at least one occupant per lot of age 55 or older in 80% of the dwellings as further described in Article XII below. Guests may stay up to 60 consecutive calendar days per quarter. An individual that occupies or otherwise resides in the dwelling for more than 60 days per quarter shall be considered an 'occupant' and not a 'guest' for purposes of this section.

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 affect adversely the value or use of any Lot. The Association shall also be responsible to maintain the grass and sprinkling system for each lot. 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. Each owner shall be solely responsible for maintenance of the trees, shrubs and plants on his Lot and the exterior of his home. 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 of Directors, 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. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Lot at reasonable hours.

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 of Directors.

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 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 \$1,000,000 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 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 of Directors.

(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 ensure 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 homeowners.

(e) Review of Insurance Policies. The Board of Directors 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 of Directors 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 of Directors 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 of Directors. The Board of Directors 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 of Directors shall levy a special assessment against all Owners in such proportions as the Board of Directors 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 Article I, Section 19, and particularly described in pages 2, 3 and 4 hereof, shall not be added to or expanded.

ARTICLE X USE & OCCUPANCY RESTRICTIONS

Section 1. Housing for Older Persons. A minimum of 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 Developer; provided, however, that such pets are not raised, bred or kept for commercial purposes. All pets must be leashed whenever outside the Home. All pet litter 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 do 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.

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

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Section 6. Garbage and Trash. All garbage and trash shall be placed in properly covered containers ~~in the rear of the yard~~. At no time shall there be piles of refuse and junk on any lot.

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

Section 8. Recreational Vehicles and Vehicle Maintenance. Recreational vehicles will be allowed on Lots only if they can be parked off the street. No major repairs or maintenance shall be done in the subdivision on any vehicles. Major repairs, for the purpose of this paragraph, 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 Committee 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 Paragraph, 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 RidgePointe shall be used exclusively for single-family residential home purposes. For 80% of the residences, at least one occupant or owner shall be an adult of fifty-five (55) years of age or more. The Board of Directors of the Association shall have the authority to establish separate rules concerning the maximum period during any calendar year during which (a) visitors 16 years of age and under, and (b) visitors over age 16 may visit on the Property. The restrictions contained in this Section 7 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.

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, Bylaws or 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, Conditions 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.

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, and 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. 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 \$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 Planned Unit development established by this Declaration, or to pass any material amendment to the Declaration, Articles of Incorporation or Bylaws of the Association.

Any notice required or permitted to be given to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner or mortgagee, at the latest address for time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Chairman or any member of such Committee.

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 Ridge Pointe 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.

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 years to build or otherwise have an approved home installed on their lot.

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 that this Property is intended and operated for occupancy by persons 55 years of age or older, that not less than eighty percent (80%) of the occupied units are to be occupied by at least one person who is 55 years of age and older as required by the Act; that the Association will maintain a policy, except as provided in the Association's policies, procedures and rules and Section 3 below, that each and every home shall be occupied by at least one person 55 years of age or older; that the Association shall publish and adhere to policies, procedures and rules that demonstrate the intent required under the Housing for Older Persons Act of 1995 (as amended) 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. Such initial Policies, Procedures and Rules demonstrating an intent to provide housing for persons age 55 or older, of even date herewith, shall be effective upon approval by the affirmative vote of not less than sixty-seven percent (67%) of the

Association members. Thereafter, the Board of Directors can modify, amend, add to or supersede the initial policies, procedures and rules in any manner to conform with 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.

Section 3. Applicability. The provisions of this Article shall not apply to prohibit the occupancy of any person presently occupying a home on the Property before the date of these amendments, 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.

ARTICLE XIII REGISTERED AGENT AND REGISTERED OFFICE

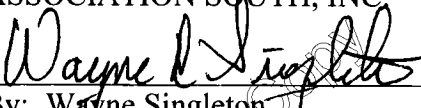
The address of the registered office of the Association shall be 1240 Telegraph Rd., #17, Washington, Utah 84780. The registered agent at that address is the President of the Association or the person named as such on the records of the State of Utah.

Execution of Amendments.

These Amendments to the 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 these amendments 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 to be attached hereto as Exhibit 2 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. These amendments shall then be effective upon recording.

IN WITNESS WHEREOF, the President of the Association represents (i) that he has executed the Verification attached as Exhibit 1; (ii) that sixty-seven percent (67%) of the Mortgagees of the individual Lots have previously approved converting the Association to, and amending the Declaration of Covenants, Conditions and Restrictions to provide for, Housing for Older Persons; and (iii) that Exhibit 3 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 these amendments.

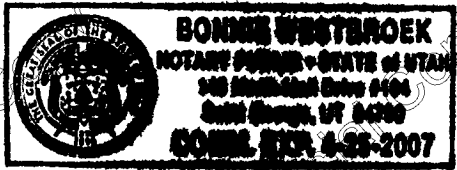
RIDGEPOINTE HOME OWNERS
ASSOCIATION SOUTH, INC


By: Wayne Singleton
Its: President

STATE OF Utah)
)
 :SS
County of Washington)

On this 15th day of January, 2004, before me personally appeared Wayne Singleton, 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 RidgePointe Home Owners Association South, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of that Corporation by authority of its Bylaws or of a resolution of its Board of Directors, and he acknowledged before me that he executed the document on behalf of the Corporation and for its stated purpose.


Notary Public



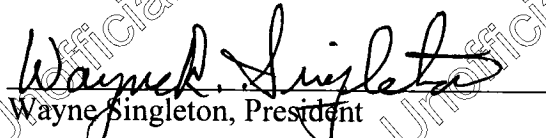
**EXHIBIT 1
VERIFICATION**

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

I, Wayne Singleton, under oath aver as follows:

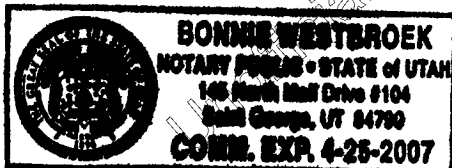
1. I am the President of RIDGEPOINTE HOME OWNERS ASSOCIATION SOUTH, INC.
2. I have caused to be conducted a survey of the occupants of RIDGEPOINTE and verify that at least eighty percent (80%) of the homes in the Project are occupied by at least one (1) person 55 years of age or older.
3. Inasmuch as I have caused to be completed a survey of the occupants of RIDGEPOINTE and have verified that at least eighty percent (80%) of the dwelling units in the Project are occupied by at least one (1) person 55 years of age or older, such present occupants will not be required to complete an Association Membership Application and Age Verification form, but all prospective occupants hereafter shall be required to complete such form. This provision does not exempt any occupant, present or future, from complying with the terms and conditions of these Amendments to Declaration of Covenants, Conditions and Restrictions of RidgePointe, and the Policies, Procedures and Rules of RIDGEPOINTE, both dated January 15, 2004.

IN WITNESS WHEREOF, I have set my hand to this document this 15th of January, 2004.


Wayne Singleton, President

SUBSCRIBED AND SWORN to before me this 15th day of January, 2004.


Notary Public



**AFFIDAVIT OF PRESIDENT
OF RIDGEPOINTE**

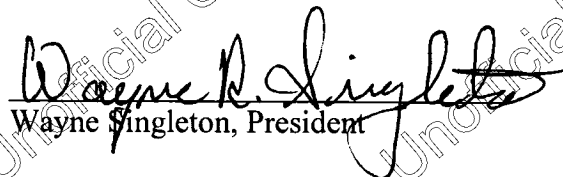
1. I am the President of the RidgePointe Home Owners Association South, Inc. and have personal knowledge of the amendments to the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of said development.

2. These amendments to the CC&Rs of RidgePointe, a Planned Unit development, were made and executed the 15th day of January, 2004, and amend the Declaration of Covenants, Conditions and Restrictions of RidgePointe dated October 27, 1993, and recorded on October 28, 1993, as Entry No. 447884, in Book 767, at pages 453-466, on the records of the Washington County Recorder's Office.

3. More than 2/3 of the lot owners of the Association voting at a meeting duly called for the purpose of addressing the amendments to the CC&Rs have approved these amendments, this approval occurring in a vote held at the annual meeting, January 15th, 2004, in Washington, Utah.

4. The applicable mortgagee approval forms and ballots and proxy votes pertaining to the above mortgagee and lot owner approvals are kept in the records of the Association.

5. I am authorized to sign this Affidavit affirming the proper passage of the amendment to the CC&Rs on behalf of RidgePointe.

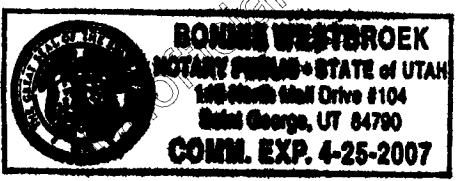

Wayne Singleton, President

STATE OF UTAH)
 : SS
County of Washington.)

On this 15th day of January, 2004, before me personally appeared Wayne Singleton, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and

whom being by me duly sworn (or affirmed), did say that he is the President of the RidgePointe Home Owners Association South, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of that corporation by authority of its bylaws or of a resolution of its Board of Directors, and he acknowledged before me that he executed the document on behalf of the corporation and for its stated purpose.


Notary Public



RIDGEPOINTE

The property of RidgePointe is located in Washington County, Utah, and is more particularly described as follows:

BEGINNING AT A POINT WHICH LIES N 0°12'00" W 1868.04 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°12'00" E 725.61 FEET ALONG SAID CENTER SECTION LINE; THENCE S 75°13'01" W 102.29 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS S 61°26'57" W 175.00 FEET DISTANT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 23°59'44", A DISTANCE OF 73.29 FEET TO THE POINT OF TANGENCY; THENCE N 52°32'47" W 81.05 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 84°14'14" A DISTANCE OF 183.78 FEET; THENCE N 74°22'09" W 180.87 FEET; THENCE N 5°23'23" W 350.53 FEET; THENCE N 84°19'00" E 291.29 FEET; THENCE N 5°41'00" W 165.00 FEET TO THE POINT OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 84°19'00" W, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 54.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TELEGRAPH STREET; THENCE N 84°19'00" E 120.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 05°41'00" E, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE S 05°41'00" E 125.00 FEET; THENCE N 84°19'00" E 110.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.65 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase I as described on the plat recorded in Washington County, State of Utah on March 3, 1999, as entry No. 638598, Book 1321, Page 248.

BEGINNING AT A POINT WHICH LIES N 00°12'00" W 1142.43 FEET ALONG THE CENTER—SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 00°12'00" E 420.61 FEET ALONG SAID CENTER—SECTION LINE; THENCE S 75°12'36" W 85.77 FEET; THENCE S 86°41'10" W 40.06 FEET; THENCE S 89°48'00" W 107.98 FEET; THENCE N 32°21'51" W 42.57 FEET; THENCE S 57°38'09" W 48.42 FEET TO A POINT OF

CURVATURE OF A 220 FOOT RADIUS CURVE TO THE RIGHT, WHICH RADIUS POINT BEARS N 32°21'51" W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 30.13 FEET THROUGH A CENTRAL ANGLE OF 07°50'45"; THENCE N 21°49'46" W 89.77 FEET; THENCE N 05°23'23" W 661.18 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF RIDGEPOINTE SUBDIVISION PHASE 1; THENCE ALONG SAID SOUTH BOUNDARY LINE THE FOLLOWING FIVE COURSES: S 74°22'09" E 180.87 FEET; TO A POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, WHICH RADIUS POINT BEARS S 58°18'34" E THENCE SOUTHEASTERLY 183.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°14'14" TO A POINT OF TANGENCY; THENCE S 52°32'47" E 81.05 FEET TO A POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT WHICH RADIUS POINT BEARS S 37°27'13" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 73.29 FEET THROUGH A CENTRAL ANGLE OF 23°59'45"; THENCE N 75°13'01" E 102.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.73 ACRES

WHICH PROPERTY is also known as all of RidgePointe Phase II as described on the plat recorded in Washington County, State of Utah on July 3, 1996, as entry No. 537311, Book 1016, Page 68.

BEGINNING AT A POINT WHICH LIES N0°12'00"W 718.72 FEET ALONG THE CENTER—SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S0°12'00"E 255.23 FEET ALONG SAID CENTER—SECTION LINE; THENCE S75°12'36"W 118.10 FEET; THENCE N59°07'58"W 42.17 FEET; THENCE N52°58'52"W 40.25 FEET; THENCE S68°10'14"W 239.03 FEET; THENCE N70°33'51"W 170.90 FEET; THENCE N21°49'46"W 47.29 FEET; THENCE S68°10'14"W 100.00 FEET; THENCE N21°49'46"W 90.00 FEET; THENCE N1°49'49"E 43.67 FEET; THENCE N21°49'46"W 50.00 FEET; THENCE N68°10'05"E 400.00 FEET TO AN ANGLE POINT IN THE WESTERLY BOUNDARY LINE OF "RIDGEPOINTE SUBDIVISION PHASE 2", WASHINGTON COUNTY RECORDS AND RUNNING THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING SIX (6) COURSES: S21°49'46"E 89.77 FEET TO A POINT ON A 220.00 FOOT NON—TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS N24°31'06"W; THENCE NORTHEASTERLY 30.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°50'45" TO THE POINT OF TANGENCY; THENCE N57°38'09"E 48.42 FEET; THENCE S32°21'51"E 42.57 FEET; THENCE N89°48'00"E 107.98 FEET; THENCE N86°41'10"E 40.06 FEET; THENCE LEAVING SAID BOUNDARY LINE S0°12'00"E 2.18 FEET TO THE POINT OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE

SOUTHWESTERLY 0.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°06'46"; THENCE N75°12'36"E 85.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.281 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase III as described on the plat recorded in Washington County, State of Utah on August 26, 1996, as entry No. 615253, Book 1250, Page 484.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 110 OF RIDGEPOINTE SUBDIVISION PHASE 3 AS RECORDED IN THE RECORDS OF THE WASHINGTON COUNTY RECORDERS OFFICE AND RUNNING THENCE S00°12'00"E ALONG THE CENTER SECTION LINE 463.51 FEET TO THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°12'38"W 1136.43 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 13; THENCE NORTH 136.43 FEET; THENCE N64°17'19"E 333.88 FEET; THENCE N69°17'46"E 227.92 FEET; THENCE N27°10'35"W 121.09 FEET TO THE SOUTHWEST CORNER OF LOT 85 OF SAID RIDGEPOINTE SUBDIVISION PHASE 3; THENCE RUNNING THENCE ALONG THE BOUNDARY OF SAID RIDGEPOINT SUBDIVISION PHASE 3 THE FOLLOWING SEVEN COURSES: N68°10'14"E 100.00 FEET; THENCE S21°49'46"E 47.29 FEET; THENCE S70°33'51"E 170.90 FEET; THENCE N68°10'14"E 239.03 FEET; THENCE S52°58'52"E 40.25 FEET; THENCE S59°07'58"E 42.17 FEET; THENCE N75°12'36"E 118.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.23 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase IV as described on the plat recorded in Washington County, State of Utah on July 21, 2000, as entry No. 691468, Book 1374, Page 2467.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

**AFFIDAVIT OF SECRETARY
OF RIDGEPOINTE**

1. I am the Secretary of the RidgePointe Home Owners Association, Inc., and have personal knowledge of the amendments to the Declaration of Covenants, Conditions and Restrictions of RidgePointe ("CC&Rs") of said development.

2. These amendments to CC&Rs of RidgePointe, a Planned Unit development, were made and executed the 15 day of January, 2004, and amend the Declaration of Covenants, Conditions and Restrictions of RidgePointe dated October 27, 1993, and recorded on October 28, 1993, as Entry No. 447884, in Book 767, at pages 453-466, on the records of the Washington County Recorders Office.

3. More than 2/3 of the owners of the Association voting at a meeting duly called for the purpose of addressing the amendments to the CC&Rs have approved these amendments, this approval occurring in a vote held at the annual meeting, January 15th, 2004, in Washington, Utah.

4. The applicable mortgagee approval forms and ballots and proxy votes pertaining to the above mortgagee and lot owner approvals are kept in the records of the Association.


5. I am authorized to sign this Affidavit affirming the proper passage of the amendment to the CC&Rs on behalf of RidgePointe.

Connie Ross
Connie Ross, Secretary

STATE OF UTAH)
 : ss
County of Washington)

On this 15th day of January, 2004, before me personally appeared Connie Ross, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and whom

being by me duly sworn (or affirmed), did say that she is the secretary of RidgePointe Home Owners Association South, Inc., a Utah nonprofit corporation, and that the foregoing document was signed by her on behalf of that Corporation by authority of its bylaws or of a resolution of its Board of Directors, and she acknowledged before me that she executed the document on behalf of the Corporation and for its stated purpose.


Notary Public



RIDGEPOINTE

The RidgePointe property is located in Washington County, Utah, and is more particularly described as follows:

BEGINNING AT A POINT WHICH LIES N 0°12'00" W 1868.04 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°12'00" E 725.61 FEET ALONG SAID CENTER SECTION LINE; THENCE S 75°13'01" W 102.29 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS S 61°26'57" W 175.00 FEET DISTANT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 23°59'44", A DISTANCE OF 73.29 FEET TO THE POINT OF TANGENCY; THENCE N 52°32'47" W 81.05 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 84°14'14", A DISTANCE OF 183.78 FEET; THENCE N 74°22'09" W 180.87 FEET; THENCE N 5°23'23" W 350.53 FEET; THENCE N 84°19'00" E 291.29 FEET; THENCE N 5°41'00" W 165.00 FEET TO THE POINT OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 84°19'00" W, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 54.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TELEGRAPH STREET; THENCE N 84°19'00" E 120.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 35.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S 05°41'00" E, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE S 05°41'00" E 125.00 FEET; THENCE N 84°19'00" E 110.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.65 ACRES.

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42.57 FEET; THENCE S 57°38'09" W 48.42 FEET TO A POINT OF CURVATURE OF A 220 FOOT RADIUS CURVE TO THE RIGHT, WHICH RADIUS POINT BEARS N 32°21'51" W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 30.13 FEET THROUGH A CENTRAL ANGLE OF 07°50'45"; THENCE N 21°49'46" W 89.77 FEET; THENCE N 05°23'23" W 661.18 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF RIDGEPOINTE SUBDIVISION PHASE 1; THENCE ALONG SAID SOUTH BOUNDARY LINE THE FOLLOWING FIVE COURSES: S 74°22'09" E 180.87 FEET; TO A POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, WHICH RADIUS POINT BEARS S 58°18'34" E; THENCE SOUTHEASTERLY 183.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°14'14" TO A POINT OF TANGENCY; THENCE S 52°32'47" E 81.05 FEET TO A POINT OF CURVATURE OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT WHICH RADIUS POINT BEARS S 37°27'13" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 73.29 FEET THROUGH A CENTRAL ANGLE OF 23°59'45"; THENCE N 75°13'01" E 102.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.73 ACRES

WHICH PROPERTY is also known as all of RidgePointe Phase II as described on the plat recorded in Washington County, State of Utah on July 3, 1996, as entry No. 537311, Book 1016, Page 68.

BEGINNING AT A POINT WHICH LIES N0°12'00"W 718.72 FEET ALONG THE CENTER—SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S0°12'00"E 255.23 FEET ALONG SAID CENTER—SECTION LINE; THENCE S75°12'36"W 118.10 FEET; THENCE N59°07'58"W 42.17 FEET; THENCE N52°58'52"W 40.25 FEET; THENCE S68°10'14"W 239.03 FEET; THENCE N70°33'51"W 170.90 FEET; THENCE N21°49'46"W 47.29 FEET; THENCE S68°10'14"W 100.00 FEET; THENCE N21°49'46"W 90.00 FEET; THENCE N1°49'49"E 43.67 FEET; THENCE N21°49'46"W 50.00 FEET; THENCE N68°10'05"E 400.00 FEET TO AN ANGLE POINT IN THE WESTERLY BOUNDARY LINE OF "RIDGEPOINTE SUBDIVISION PHASE 2", WASHINGTON COUNTY RECORDS AND RUNNING THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING SIX (6) COURSES: S21°49'46"E 89.77 FEET TO A POINT ON A 220.00 FOOT NON—TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS N24°31'06"W; THENCE NORTHEASTERLY 30.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°50'45" TO THE POINT OF TANGENCY; THENCE N57°38'09"E 48.42 FEET; THENCE S32°21'51"E 42.57 FEET; THENCE N89°48'00"E 107.98 FEET; THENCE N86°41'10"E 40.06 FEET; THENCE LEAVING SAID BOUNDARY LINE S0°12'00"E 2.18 FEET TO THE POINT OF A

470.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 0.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $0^{\circ}06'46''$; THENCE $N75^{\circ}12'36''E$ 85.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.281 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase III as described on the plat recorded in Washington County, State of Utah on August 26, 1996, as entry No. 615253, Book 1250, Page 484.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 110 OF RIDGEPOINTE SUBDIVISION PHASE 3 AS RECORDED IN THE RECORDS OF THE WASHINGTON COUNTY RECORDERS OFFICE AND RUNNING THENCE $S00^{\circ}12'00''E$ ALONG THE CENTER SECTION LINE 463.51 FEET TO THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE $S89^{\circ}12'38''W$ 1136.43 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 13; THENCE NORTH 136.43 FEET; THENCE $N64^{\circ}17'19''E$ 333.88 FEET; THENCE $N69^{\circ}17'46''E$ 227.92 FEET; THENCE $N27^{\circ}10'35''W$ 121.09 FEET TO THE SOUTHWEST CORNER OF LOT 85 OF SAID RIDGEPOINTE SUBDIVISION PHASE 3; THENCE RUNNING THENCE ALONG THE BOUNDARY OF SAID RIDGEPOINTE SUBDIVISION PHASE 3 THE FOLLOWING SEVEN COURSES: $N68^{\circ}10'14''E$ 100.00 FEET; THENCE $S21^{\circ}49'46''E$ 47.29 FEET; THENCE $S70^{\circ}33'51''E$ 170.90 FEET; THENCE $N68^{\circ}10'14''E$ 239.03 FEET; THENCE $S52^{\circ}58'52''E$ 40.25 FEET; THENCE $S59^{\circ}07'58''E$ 42.17 FEET; THENCE $N75^{\circ}12'36''E$ 118.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.23 ACRES.

WHICH PROPERTY is also known as all of RidgePointe Phase IV as described on the plat recorded in Washington County, State of Utah on July 21, 2000, as entry No. 691468, Book 1374, Page 2467.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

RIDGEPOINTE
Policies, Procedures and Rules Relating to
Housing For Older Persons

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**RIDGEPOINTE
POLICIES, PROCEDURES AND RULES
IN RESPECT TO HOUSING FOR OLDER PERSONS**

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 HOME OWNERS 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." 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 and 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} park 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)} ~~ten (10)~~ 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, an 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 or 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.

The Secretary of the Association represents that these Policies, Procedures and Rules were adopted by at least sixty-seven percent (67%) of the owners of the Association.

Connie Ross
Connie Ross, Secretary

STATE OF UTAH)
) ss
County of Washington)

On the ~~15~~ day of January, 2004, personally appeared before me Connie Ross, who being by me duly sworn did say that she is the Secretary of RIDGEPOINTE HOME OWNERS ASSOCIATION SOUTH, Inc. and that she executed the foregoing RIDGEPOINTE HOME OWNERS ASSOCIATION SOUTH Policies, Procedures and Rules in Respect to Housing for Older Persons on behalf of said Owners Association by authority of a resolution of its Board of Directors and she did acknowledge to me that the Owners Association executed the same for the uses and purposes stated therein.

Bonnie Westbroek
Notary Public

