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DOC # 20070008189

Amended Restrictive Covenant page 1 of 2
Russell Shirts Washington County Recorder
02/15/2007 11:40:24 a.m. \$ 15.00BY RIDGEPOINTE HOA



AMENDMENT TO THE DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDGEPOINTE HOMEOWNERS ASSOCIATION

THIS CONSENT TO AMENDMENT OF THE DECLARATION of Covenants, Conditions and Restrictions of Ridge Pointe Homeowners Association is made pursuant to Article 11 Section 12 and executed this 15 day of January, 2007, AND AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF Ridge Pointe Homeowners Association, PHASES 1, 2, 3, and 4, recorded 27 October, 1993 as Entry No 0044784 in Book 767 at Pages 453-467, records of Washington County, and any amendments thereto.

Article X is hereby amended to add as follows:

ARTICLE X USE RESTRICTIONS

Section 14 Leasing/Rental Policy. The number of units in Ridge Point HOA shall not exceed five percent [5%] of the total number of units and shall not be rented, leased, or utilized for transient hotel purposes, commercial or vacation time share. Further, no Owner shall lease or rent less than his or her entire living unit. A renter or lessee may not sublet or allow a third party to occupy the unit. No dormitory type rentals are permitted. Any lease or rental agreement shall be in writing and must be presented to the Board of Trustees for approval prior to occupancy. All lease or rental agreements must be for a minimum period of twelve [12] months.. An owner of a unit that is being leased/rented must provide a five hundred dollar [\$500] security deposit to the Association prior to move-in. The deposit is refundable in whole or in part, after deduction of any assessments, fines, and/or other charges. If the lessee moves out within the first twelve [12] months, the entire deposit will be forfeited.

Units in the Ridge Pointe Homeowners Association currently being leased or rented are units 2, 6, 22, 39, 51, 85, 98, 125, and 148. Each of the listed units shall be granted a grandfather status until sold. As each unit with grandfather status is sold, no further units will be allowed to be leased or rented, except for mitigating or hardship circumstances as follows: The Board of Trustees, in its sole discretion, shall be empowered to allow reasonable leasing/renting of units, beyond the limitation set forth above, upon written application, to avoid undue hardship to the Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which [a] an Owner dies and the unit is being administered by his/her estate; [b] an Owner must relocate his residence and cannot, within ninety [90] days from the date the unit was placed on the market, sell the unit while offering it at a reasonable price no greater than its current appraised market value; [c] the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the unit; such absence not to exceed two [2] years; [d] the unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses. The Owners who have demonstrated that the inability to lease their unit would result in undue hardship and have obtained the requisite approval of the Trustees may lease/rent their units for such duration as the Trustees reasonably determines is necessary to prevent undue hardship.

Further, an Owner of a rental unit may request from the Board of Trustees, relief from the twelve [12] month minimum rental period if a good faith renter may have unforeseen problems and be compelled to vacate the property earlier than the required minimum period, or an Owner may be required to evict a tenant for good cause without fear of penalty.

No unit may be leased/rented except as a single-family unit which is described as follows: A single family unit when used in the Declaration shall mean a group of not more than four [4] persons in a two bedroom unit or up to six [6] persons in a three bedroom unit or larger, who are directly related either, as spouses or significant others, parent and child, grandparent or grandchild, niece, nephew or as siblings.

Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. In the event the Owner fails to remedy the default under their lease agreement, the Association is hereby appointed agent of the Owner and may initiate eviction proceedings against Tenant.

The Association must be notified, through its President or other Trustee, forty-eight [48] hours prior to any move-in or move-out.

DATED THIS 15 DAY OF January, 2007.

By Ridge Pointe Homeowners Association

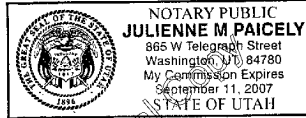
Signature Ivan Beem

Print Name Ivan Beem

Title Vice President

STATE OF UTAH

COUNTY OF WASHINGTON)



On this 15th day of January, 2007, before me personally appeared Ivan Beem, 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/she is the Vice President (Title) of Ridge Pointe Homeowners Association a Utah corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its Board of Trustees, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

Julieanne M. Paicely
NOTARY PUBLIC
Address 865 W. Telegraph Washington
My commission expires Sept. 11, 2007