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DOUG CROFTS, WEBER COUNTY RECORDER
17-MAR-06 830 AM FEE \$54.00 DEP SGC
REC FOR: HELGESEN WATERFALL JONES

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THE RIDGE ASSOCIATION
AMENDMENT TO DECLARATION

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

RECITALS

Leasing of Homes— Restrictions

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

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

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

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

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


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

1. The leasing of homes at The Ridge is prohibited.
2. The restriction stated in paragraph 1 herein shall not apply if a homeowner temporarily moves from his or her home (a) due to temporary (less than three years) military, humanitarian, religious or charitable activity or service, and (b) leases his or her home with the intent to return to occupy his or her home when the military, humanitarian, religious or charitable service has concluded. Nor shall the restriction herein apply if a parent or child who owns a home at The Ridge leases their home to a family member (parent, child or siblings). To qualify for this exception to the "no leasing" rule at The Ridge, a homeowner must notify The Ridge Board of Directors in writing prior to the date upon which they will no longer occupy their home and state the length of time they anticipate being absent from their home and the specific exception to the rule they are claiming (i.e., military, religious, family, etc.).
3. Those homes that are currently occupied by non-homeowners may continue to be occupied by non-homeowners until the first of the following events occurs:
 - a. The homeowner conveys his or her interest in the home to a new Owner;
 - b. The current occupant(s) of the home terminate their lease and move from the home;
 - or
 - c. No home which is currently occupied by a non-homeowner shall continue to be occupied by a non-homeowner after one year from the effective date of this amendment.
4. All leases, subleases, assignments of leases, all renewals of such agreements, and all changes in occupancy shall be first submitted to The Ridge Board of Directors who shall determine compliance with this section.
5. Any homeowner who violates this section shall be subject to a complaint for damages and/or injunction and order to terminate the lease in violation of this section. If The Ridge Board is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating homeowner shall be liable for all attorney fees and court costs incurred by the Board in enforcing this section.
6. This Amendment to Declaration shall take effect upon recording.

CERTIFICATION

It is hereby certified that homeowners holding more than sixty-seven (67%) of the voting power of the Association has voted to approve this amendment.

IN WITNESS WHEREOF, this 9 day of March, 2006.

By 
President

