

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE RIDGE AT ST. GEORGE,  
A PLANNED UNIT DEVELOPMENT

THIS AMENDED DECLARATION of covenants, conditions and restrictions (hereinafter called "Declaration") is made by Townhome Owners who collectively own seventy-five percent (75%) or more of the voting power in The Ridge at St. George, a planned unit development.

W I T N E S S E T H:

WHEREAS, The Ridge at St. George ("The Ridge") consists of certain property (the "property") in the County of Washington, State of Utah, which is more particularly described on the attached Exhibit "A", and outlined on the attached map, Exhibit "B", and

WHEREAS, the undersigned are the owners of seventy-five percent (75%) or more of the Townhomes and other improvements heretofore constructed or hereafter to be constructed upon the property and it is their desire to amend the Declaration of Covenants, Conditions and Restrictions of The Ridge;

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

ARTICLE I  
DEFINITIONS

Section 1. "Homeowners' Association" shall mean and refer to THE RIDGE TOWNHOME ASSOCIATION, also known as THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners' Association and this Amended Declaration.

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Section 4. "Common Area" shall mean all real property (including the improvements thereto) now owned by the Homeowners' Association or hereafter acquired for the common use and enjoyment of the members and not dedicated for use by the general public, specifically exempting therefrom all lots as hereafter defined which shall be deeded to grantees of the developer of The Ridge. The developer of The Ridge may increase the amount of the Common Area by filing additional subdivision plats in the Washington County Recorder's Office and stating thereon that said land is subject to this Amended Declaration and by deeding additional property to the Homeowners' Association. The Common Area shall also include but not be limited to nondedicated roads, sidewalks, driveways, fences, retaining walls, lawns, lampposts, watering systems, signs, dumpsters, parking areas, recreation areas including the clubhouse, office building, swimming pools, hot tubs, tennis courts, exercise rooms, showers and dressing rooms, playground, common parking areas and delivery systems for utilities such as gas, water, electricity, telephone, sewer, cable TV and the like, as well as any other common areas and facilities which may be acquired by the Homeowners' Association in the future.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property, with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners' Association.

Section 7. "Developer" shall mean and refer to K.H. TRAVELLER DEVELOPMENT, INC., his successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 8. "Conveyance" shall mean and refer to actual conveyance of fee title to any Lot to any owner by a warranty deed or other document of title and shall not mean the mere execution of an installment sales contract.

Section 9. "Townhome" shall mean and refer to a single family dwelling unit including patios, balconies and garages constructed by Developer on a Lot.

Section 10. "Declaration" shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in the office of the Washington County Recorder's Office, State of Utah.

Section 11. "Ridge Development" shall mean and refer to that real property described in Article IX, including all buildings and improvements now located or to be constructed thereon.

Section 12. "Limited Common Area" shall mean and refer to those Common Area designated on the subdivision plat or in the Declaration as reserved for the use of a certain Lot owner or owners to the exclusion of the other Lot owners, including but not by way of limitation, garages not located within a Lot, porches, driveways, and heating and air conditioning systems located outside Lots.

Section 13. "Homeowners' Board of Directors" or "Board of Directors" shall mean and refer to the governing board of the Homeowners' Association defined above.

Section 14. "Recreation Areas" shall mean and refer to real property, including improvements located thereon, within The Ridge Development for the use and benefit of all owners purchasing a Townhome within The Ridge Development. Recreation Areas are also part of the Common Area.

## 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 Recreation Areas which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees to non-owners for the use of any recreational facilities situated upon the Common Area, provided that such 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 and Bylaws and subsection (d) below, to borrow money for the purpose of 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 for any period during which any assessment against his Lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (d) With the approval of all the holders of first mortgage liens on Lots, and two-thirds of the

Owners, 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

- (e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- (f) The right of the Developer and 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 and the construction of additional Townhomes.

Section 2. Delegation of Uses. 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 contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Developer covenants for itself, its heirs and assigns that it has conveyed fee simple title to the Common Area to the Homeowners' Association, and will convey all future Common Areas, free and clear of all encumbrances and liens, except (i) any state of facts an accurate survey may show, (ii) covenants, restrictions, easements, encumbrances and liens created by or pursuant to this Declaration, (iii) easements and rights-of-way of record, and (iv) a covenant to maintain the Common Area in good repair and condition at all times and to operate the same at its own expense in accordance with high standards, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns. Except as otherwise expressly provided herein, the Common Area and the limited Common Area and other easements appurtenant to each Townhome shall have a permanent character, shall not be altered without the consent of all of the Townhome owners affected, expressed in an amendment to this Declaration duly recorded, shall not be separated from the Townhome to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Townhome even though not expressly mentioned or described in the

conveyance or other instrument. In the event of damage or destruction of more than fifty percent (50%) of the Common Area or of a major modification of the Common Area, the repair or restoration of the damage or the modification shall not occur without the vote of seventy-five percent (75%) of the owners.

**Section 4. Use of Lots.** The Townhomes are intended for and shall be restricted to the following purposes and uses, which restrictions are intended and shall be deemed to be cumulative:

- (a) **Residential Use.** Each Townhome shall be used and occupied only as residence dwellings by the respective owners thereof, their tenants, families and domestic servants, and for no other purpose.
- (b) **Nondisturbance.** No owner, his tenants, guests or invitees will suffer anything to be done or kept in his Townhome or elsewhere which will jeopardize the soundness or safety of the buildings, or which will be noxious or offensive or will interfere with or unreasonably disturb the rights of other owners, or which will increase the rate or result in the cancellation of fire or other casualty insurance on the buildings or the contents thereof or which will reduce the value of the buildings.
- (c) **Structural Changes.** No Townhome owner will, without the prior written consent of the Association (and any other persons required by the Bylaws or by law), make any structural alterations within his Townhome or garage or make any alterations in or additions to the exteriors of the building or garage or to any portion or portions of the Common Area or Limited Common Area. The Association shall answer in writing to any written request by a Townhome owner for its consent, to any structural alterations of his Townhome, within thirty (30) days after its receipt of such a request describing the proposed alteration in reasonable detail. Notwithstanding the foregoing, without any such consent, the owner of any two or more Townhomes separated by a Common Area, which is a wall, may alter or remove all or portions of the intervening wall if the structural integrity of the building is not thereby affected and if the finish of the Common Area then remaining is restored to a condition substantially comparable to that of the Common Area prior to such alteration. Upon the termination of the common ownership of such adjacent Townhomes, if the intervening wall shall have been altered or removed pursuant to the foregoing provisions, each of the owners of such Townhome shall be

obligated to restore such intervening wall to the condition in which the same existed prior to such alteration or removal.

- (d) **Signs.** The owner of any Townhome will not, without the prior written consent of the Association, display any sign or place any other thing in or upon any door, window, wall or other portion of the Townhome or Common Area so as to be visible from the exterior. "Open House" signs will be allowed only on the day of the designated open house.
- (e) **Use of Common Area.** The Common Area and limited Common Area are intended for and shall be restricted to those purposes and uses in keeping with their respective functions and the foregoing intendments and restrictions regarding the Townhomes to which they are appurtenant.
- (f) **Fee Conveyed.** Each Lot shall be conveyed as a separately designated and legally described freehold estate, the owner taking title in fee simple, subject to the terms, conditions and provisions hereof.
- (g) **Uses Permitted by Developer During Construction.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Developer on the building of said Townhomes to maintain during the period of construction and sale of said Townhomes, upon such portion of the premises as Developer deems necessary, such facilities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction and sale of said Townhomes, including but without limitation, a business office, storage area, construction yard, signs, model Townhomes and sales office.
- (h) **Household Pets Permitted.** No animals, livestock or poultry of any kind may be raised, bred, or kept on any Lot or in the Common Area, except that dogs, cats or other household pets may be kept in Townhomes or upon any Lot, subject to the rules and regulations adopted by the Board of Directors.
- (i) **Obstruction of the Common Area.** There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

- (j) **Prohibited Uses.** No noxious or offensive activities shall be carried on in any Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the owners or which will interfere with or unreasonably disturb the rights of other owners.
- (k) **Oil and Mining Operations.** No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot or upon the Common Area.
- (l) **Alteration of Common Area.** Nothing shall be altered, constructed, or removed from the Common Area, except upon the written consent of the Board of Directors.
- (m) **Time Sharing Prohibited.** Neither the Developer nor the owner of any Lot shall allow or permit any form of time sharing ownership.
- (n) **Leases.** Any lease agreement between a Townhome owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, Articles of Incorporation and Bylaws of the Association and the Homeowners' Association Rules and Regulations, and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Furthermore, all leases shall be in writing. A copy of the lease shall be deposited in the Homeowners' Association office and shall be for a term of not less than three (3) months.

**Section 5. Party Walls.**

- (a) **General Rules of Law to Apply.** Each wall built as a part of the original construction of a Townhome or Townhome garage upon the property and placed between two (2) separate living units or garage units intended for use and occupancy as a residence by a single family or appurtenant garage shall constitute a party wall and to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

- (c) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any owner who has used the wall may restore it, and if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.
- (d) **Weatherproofing.** Notwithstanding any other provisions of this section, to the extent that such damage is not covered and paid by the insurance provided for herein, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) **Right to Contribution Runs with Land.** The right of an owner to contribution from any other owner under this section shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose one arbitrator at his or her expense, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party at the expense of the refusing party.
- (g) **Encroachment.** If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said property encroaches upon any part of the Common Area or upon the lot or lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist and be binding upon the Developer and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or



structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Area and in and upon each dwelling unit and lot for the benefit of the Association and the adjacent owner or owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every owner of a Lot on which a Townhouse is constructed which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Classes of Membership.** The Association shall have two classes of membership:

- (a) **Class A.** Class A member(s) shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each Lot/Townhome owned. When more than one person owns an interest in any Lot/Townhome, all such persons shall be members. The vote for such Lot/Townhome shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot/Townhome.
- (b) **Class B.** The Class B member(s) shall be the Developer and shall be entitled to five (5) votes for each Lot owned. For purposes of this Declaration, the Developer owns a Lot when it has been annexed and platted by filing with the Office of the Washington County Recorder. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (2) on January 1, 1999.

- (c) **Changes in Voting Procedure.** If Developer shall exercise his option to add additional lots (up to 300 total lots), then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, including that Developer may retain his Class B voting status to all lots owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned within the property, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments, (b) special assessments, and (c) capital assessments, such assessments to be levied, fixed, established and collected from time to time as hereinbelow provided. The assessments, together with interest, costs and reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment became due and his or her successors, assigns, heirs and tenants.

**Section 2. Purpose of Assessments.** The assessments levied by the Association as defined in Section 1 above shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and in particular for the improvement, repair and maintenance of the Common Area, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of Townhomes situated upon the property. They shall include, but are not limited to, funds for the actual cost to the Association of all taxes, utilities, insurance and shall include a reserve for repairs, replacement and maintenance of those elements of the Common Area and for the maintenance of the exteriors of the Townhomes that must be replaced on a periodic basis, caring for the grounds, landscaping, common garbage pickup, snow removal and other services furnished to owners by the Association, and other charges required by this Declaration or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Association. Special and capital improvement assessments shall be used exclusively for the purposes for which such assessments were levied as provided for in this Declaration.

In addition, the assessments levied by the Association shall also be used for the improvement, repair and maintenance of the Recreation Areas.

**Section 3. Basis and Maximum of Annual Assessments.** Each Townhome shall be assessed annually but paid each month according to the total square footage of the Townhome (basements included), exclusive of garage and patio and balcony areas, and according to the following schedule:

The base monthly assessment shall be \$88.00

0-1300 square feet:	\$ 88.00
1301-1800 square feet:	\$104.00
1801-2300 square feet:	\$120.00
2301-2800 square feet:	\$135.00
Over 2800 square feet:	\$150.00

Assessments shall not be chargeable against Lots owned by the Developer and on which a Townhome has not been constructed. Upon completion of landscaping of any newly constructed Townhome, the Developer shall be responsible for payment of the direct cost of landscape maintenance, plus a \$5.00 service fee. Once the Townhome is occupied as a residence, the Lot/Townhome shall be subject to the full assessment as provided for herein. Developer shall provide monthly reports to the Board of Directors of completed and landscaped Lots/Townhomes that are unoccupied.

- (a) The annual assessment may be increased more than ten percent (10%) only by a vote of two-thirds (2/3) of the aggregate of both classes of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (b) The Board of Directors shall fix the annual assessment at an amount not in excess of the amounts provided herein.
- (c) The Board of Directors shall have the right at reasonable times and upon reasonable notice to inspect and verify the square footage of units if as-built drawings are unavailable.

**Section 4. Capital Improvement Assessments.** In addition to annual assessments, with the approval of two-thirds (2/3) of the aggregate of both classes of members, the Association may levy, for any assessment period, capital improvement assessments, applicable to the assessment period only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Area of Recreational Area.

**Section 5. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement, upon the Common Area or Recreation Area, including fixtures and personal property related thereto, and for the repair of the exteriors of the Townhomes, provided that any such assessment shall have the assent of the aggregate of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6. Insurance Assessments.** The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all Townhomes, against loss or damage by fire or other hazard, shall also obtain a broad form public liability policy covering all Common Area and all damage or injury caused by the negligence of the Association or any of its agents, and shall obtain appropriate fidelity insurance or bonds to cover against dishonesty of the Board of Directors, managers, officers or employees of the Homeowners' Association. Said insurance may include coverage against vandalism.

Premiums for all such insurance coverage, including insurance on Townhomes obtained by the Board of Directors, shall be written in the name of the Association as Trustee for each of the Townhome owners in the same proportions as the square footage of each Townhome bears to the total square footage of all the Townhomes combined. Insurance on individual Townhomes obtained by the Board of Directors on Townhomes shall be a part of the common expense and will be included in the annual assessment.

In addition to the aforementioned insurance required to be carried by the Association, any owner may, if he wishes, at his own expense, insure his own Townhome unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft, and other insurance covering personal property damage and loss.

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, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the properties to as good 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 signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed

contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings.

In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged Townhomes in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such Townhomes.

**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, 5 or any other provision requiring owner approval shall be sent to all members not less than thirty (30) days, nor 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 fifty-one percent (51%) of the aggregate of all the votes of both classes of membership 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. Proxies shall be delivered to the manager, Association secretary or other authorized person at least twenty-four (24) hours prior to the meeting.

**Section 8. Rate of Assessment.** The Association, in determining the rate of assessment for annual, special and capital assessments, shall determine a base assessment and then increase the assessment by a percentage applied uniformly to all Lots/Townhomes. For example, if the assessment is increased by five percent (5%), each assessment rate provided herein shall be increased by five percent (5%).

**Section 9. Date of Commencement of Regular Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots/Townhomes on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot/Townhome at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates for payment of said assessment shall be established by the Board of Directors.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot/Townhome have been paid. Furthermore, a first mortgage holder, upon request, is entitled to a written certificate from the Association advising of any default by the Lot/Townhome owner of any obligation not cured within sixty (60) days. A reasonable charge may be made by the Board of Directors 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 Nonpayment of Assessments; Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 per month shall be paid by the owner and the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or such other rate as the Board of Directors may establish from time to time. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs of suit and reasonable attorney's fees incurred shall be added to the amount of such assessment.

Each such owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association, its successors, assigns or agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by 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 a mortgage or deed or trust 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 bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

**Section 11. Nonuse 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 nonuse of any Common Area, abandonment of his Lot or the rental or lease 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. No such sale or transfer shall relieve such Lot from liability for any assessments which thereafter became 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 property dedicated to and accepted by any local public authority;
- (b) The Common Area and Recreation Areas.

**Section 14. Management Agreements.** The Board of Directors may employ a manager or other persons who may contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any contract with a person or firm appointed as a manager or managing agent shall be terminable by the Association for cause upon thirty (30) days' written notice thereof. Any such contract, and any other contract (except prepaid casualty and/or liability insurance policies of not to exceed three (3) years' duration where the policy permits short-term cancellation by the insured) with a third person wherein the third person is to furnish goods or services for any Common Area or the Association, shall be limited to a duration of one (1) year; provided, however, that such contracts may be renewable for successive one (1) year periods with the approval, for each such period, by a vote or written consent of a majority of the aggregate of both classes of members of the Association.

**Section 15. Records and Accounts.** The monthly assessments paid by Lot owners shall be kept in separate accounts as the Board of Directors may deem proper. Separate accounts for operations, reserves and for major capital improvements or repairs shall be maintained.

**Section 16. Owner Approval of Major Expenditures from Reserves.** For major expenditures over Ten Thousand and no/100 Dollars (\$10,000.00) from reserve funds, or from special assessments, or such greater amount as a majority of the owners may set from time to time, shall require the approval of a majority of the owners.

Section 17. Audit. Upon the majority vote of the owners, the Board of Directors shall obtain a Certified Public Accountant opinion audit which shall be paid for from assessments.

Section 18. Reporting. In addition to providing each owner with a copy of the next year's proposed budget not less than thirty (30) days, nor more than sixty (60) days, prior to the annual meeting, the Board of Directors shall provide each owner at the annual meeting with year-end financial statements presented in comparative form for two years and compared to the current year budget. Owners shall also be furnished with semiannual financial statements compared to the current year budget by July 31 of each year. The financial statement shall include a report of expenditures of reserve funds.

#### ARTICLE V ARCHITECTURAL CONTROL

No fence, wall, building, sign or other structure (including basketball standards) or exterior addition to, or change or alteration thereof, including painting or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the property or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. Said plans and specifications shall be prepared by a duly licensed architect or other person approved by the Board of Directors and shall include, where appropriate, the following:

- (a) Plot plans showing the location of all structures and showing grade elevations and drainage;
- (b) Building plans, including floor, foundation and roof plans, with all materials therefor;
- (c) Exterior elevations, surfaces, sections, structural design and salient exterior details;
- (d) General exterior color scheme; and
- (e) Landscaping plans showing type, location and elevation of trees, bushes, shrubs, plants, hedges and fences.

All such plans and specifications shall be submitted in writing over the signature of the owner of the property or such owner's authorized agent.

Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and material;



conformity and harmony of external design with neighboring structures; effective location and use of improvements, landscaping, operations and uses; relation of topography, grade and finished ground elevation of property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping; assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Board of Directors in accordance with this Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Developer shall not be required to comply with any of the provisions of this Article.

In the event the Board of Directors fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall conclusively be presumed that the Board of Directors has approved such plans and specifications. All improvement work approved by the Board of Directors shall be diligently completed and constructed in accordance with approved plans and specifications.

Unless at least two-thirds (2/3) of the votes of the aggregate of both classes of members have given their prior written approval, the Association shall not be entitled by act or omission to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Townhomes, the exterior maintenance of Townhomes, the maintenance of the Common Area, or the upkeep of lawns and plantings of the Common Area.

#### ARTICLE VI MAINTENANCE

In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment, including but not limited to paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or heating and cooling units or equipment located upon any Lot or upon the roof of any Townhome.

In addition, the Association shall provide for the maintenance on all landscaped areas to the exterior of the Townhome units, including lawns, shrubbery and all plantings.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests or invitees of the owners of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall

be added to and become part of the assessment to which such Lot is subject.

Notwithstanding the provisions in this Article VI or in Article VII, the Association may not reduce or diminish the Common Area without the prior written approval of two-thirds (2/3) of the votes of the Lot/Townhome owners.

All utilities, fixtures and equipment, including but not limited to heating and cooling, installed within a Townhome, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls or roof of a Townhome shall be maintained and kept in repair by the owner thereof. The owner shall also maintain, repair and replace, at his expense, any heating or cooling unit located upon the roof of his Townhome or upon his Lot and any garage not located within his or her Lot. An owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhomes or their owners.

#### ARTICLE VII EASEMENTS

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

**Section 2. Utilities Easement.** There is hereby granted and conveyed to the suppliers of all utilities, including but not limited to electrical, cable television, natural gas, and/or telephone, their successors and assigns, a blanket easement upon, across, over and under all of the said Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities at such location or locations as said utilities deem appropriate. By virtue of this easement it shall be expressly permissible for the companies providing electrical, cable television, natural gas and/or telephone to construct and maintain the necessary equipment on said property and to affix and maintain electrical, cable television, natural gas and/or telephone wires, circuits and conduits on, across and under the Common Area.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar persons to enter upon the streets and Common Area in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical wires, water lines or other utilities may be installed or relocated on said property except as initially planned and approved by the Developer or thereafter approved by the Board of Directors. Should any company furnishing

a service conveyed by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 3. **Easements for Ingress and Egress.** An easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the Townhome, yard and landscape area, or Common Area provided for herein. The Developer and the Homeowners' Association expressly reserves to themselves, their successors and assigns, a perpetual easement and right, at their own risk, to cross the Common Area by the streets, roads, paths and walkways established or hereafter established on said property by the Developer, for the purpose of having access for ingress and egress to such other adjacent property upon which Developer has or may create additional planned unit development Lots or Townhomes.

**ARTICLE VIII  
RIGHT OF FIRST MORTGAGEES TO PAY TAXES  
OR OTHER CHARGES WHICH ARE IN DEFAULT**

First mortgagees of Lots within this planned unit development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Lot or Common Area and may pay overdue premiums on hazard insurance coverage on the lapse of a policy for such Lot or Common Area and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

**ARTICLE IX  
ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. **Annexation by Developer.** Developer reserves the right and option to expand THE RIDGE AT ST. GEORGE PLAT A, A PLANNED UNIT DEVELOPMENT SUBDIVISION and annex additional land as set forth herein. A part, parts or all of the following described property in the County of Washington, State of Utah, may be annexed to THE RIDGE AT ST. GEORGE, PLAT A, SUBDIVISION, a planned unit development, by Developer, without the consent of Class A members, for a period terminating January 1, 1999. The additional land that may be annexed by the Developer is described on Exhibit "C" attached hereto and made a part hereof.

In the event the Developer, within the time period set forth in this Article, files other subdivision plat(s) creating additional planned unit developments in the aforescribed property under the name and style of THE RIDGE AT ST. GEORGE, PLAT A, SUBDIVISION, and states on said plat(s) the intention to have the property described on said plat subject to the terms, covenants and

conditions of this Declaration, then, upon recording of said plat, the property described therein shall be subject to this Declaration. The terms, covenants and conditions contained herein run not only to, with and from the property described herein, but by this reference to said plat or plats, also to, with and from all adjoining additions thereto made pursuant to this Article.

Section 2. Limitations on Annexation. Developer's right to annex said land to the property shall be subject to the following limitations:

- (a) The annexed land must be a part of the land described above.
- (b) Developer shall not effectuate any annexation of land which would cause the total number of units existing on, or planned for, the property to exceed 300 units.
- (c) Any additional planned unit developments annexed hereto by the Developer shall be comprised exclusively of residential single family dwellings, architecturally compatible to the existing Townhomes, substantially similar to the Townhomes already constructed, and constructed out of similar materials. The Developer shall have the sole discretion to develop the Common Area in said addition(s) and to include any facilities or amenities thereon that Developer deems necessary.
- (d) If additional planned unit developments are created by the Developer pursuant to the terms of this Article, the Lot owners in said addition(s) shall be members of the Association and shall have the same rights to use and enjoyment of the property and facilities of the Association as any other owner in THE RIDGE AT ST. GEORGE, PLAT A, SUBDIVISION. The Common Area in any such additional planned unit development(s) as set forth therein shall be deeded by the Developer to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot on said plat and the Association must accept the deed to said Common Area.
- (e) Any units to be added by annexation shall be architecturally compatible with THE RIDGE AT ST. GEORGE, PLAT A, as determined by the Developer in his sole discretion, but no assurances can be given as to the precise design, layout, site design, or materials to be used in construction, or the

precise Common Area or related improvements, or limited Commons Areas.

- (f) Developer shall provide a copy of each proposed plat to the Board of Directors prior to recordation. This provision is not intended to require that the Developer obtain approval from the Board prior to recording additional plats.

**Section 3. Supplementary Declaration.** The Developer reserves the right, subject to the time period set forth in this Article, to record with the filing of other subdivision plats creating additional planned unit developments, a supplementary declaration with the filing of said additional plats. Such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration.

**Section 4. Developer's Right to Amend.** Until all portions and phases included in the development, or until the right to enlarge the development through the addition of tracts or subdivisions terminates, whichever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend the declaration as may be reasonably necessary or desirable: (i) to more accurately express the intent of any provisions of the Declaration in the light of then existing circumstances or information; (ii) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by the Declaration; or (iii) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the development. Provided, however, Developer shall give the Homeowners' Association thirty (30) days' prior written notice of any such amendment and an explanation thereof. Approval of the Board shall not be required for any such amendment.

**ARTICLE X  
RECREATION COMMON AREAS**

The Developer has constructed certain Recreation Common Areas for the benefit of all homeowners purchasing a Townhome within The Ridge development. It is intended that these facilities include, but are not limited to, clubhouse, jacuzzi, sauna, dressing rooms, exercise room with equipment, swimming pool, children's playground, and lighted tennis courts.

Every Townhome owner in The Ridge shall have a right and easement of access and use in The Ridge recreation areas, which easement shall be appurtenant to and shall pass with a title to every Townhome. Every owner of a Townhome in The Ridge shall be

subject to assessments for The Ridge recreation properties, and such assessments shall be a charge upon their Townhome in the development.

**ARTICLE XI  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or the Developer or its successors in interest, or any owner, 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, together with costs, interest and reasonable attorney's fees incurred. 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.

**Section 2. Severability, Construction and Validity of Restrictions.** All of said conditions, covenants and reservations 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 reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Developer 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. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

**Section 4. Gender and Grammar.** 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.

**Section 5. 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.

ARTICLE XII  
AMENDMENT

Except as otherwise provided herein, this Declaration and the Bylaws of the Homeowners Association may be amended by the vote of not less than sixty-six and two-thirds percent (66-2/3%) of the Townhome owners, which amendment shall be effective upon recordation in the Office of the Washington County Recorder, State of Utah. Prior to any material amendment to this Declaration, written notice shall be sent to all holders of first mortgage liens setting forth said amendment and advising them of the date that the members will vote on said amendment.

IN WITNESS WHEREOF, upon the vote of more than seventy-five percent (75%) or more of the Owners of The Ridge at St. George, a planned unit development, the undersigned have hereunto set their hands the day and year below indicated.

Date: 11/16/93 Paul D. Stungler  
President, The Ridge at St. George  
Townhome Association

Date: 11-16-93 Janice K. Brumm  
Secretary, The Ridge at St. George  
Townhome Association

STATE OF Utah )  
COUNTY OF Washington ) ss.

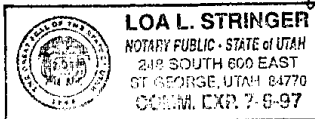
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On the 16<sup>th</sup> day of Nov., 1993, before me, a Notary Public in and for the above State and County, personally appeared Paul D. Stungler and Janice K. Brumm, who being by me first duly sworn, declared to me that they are the President and Secretary, respectively, of The Ridge at St. George Townhome Association, that pursuant to notice, a meeting of the Owners of townhomes in The Ridge at St. George was held on November 13, 1993 at 1:00 p.m., that the Owners of seventy-five percent (75%) or more of the voting power in The Ridge at St. George (either in person or by proxy) approved the recordation of the foregoing document and that they are the persons who signed the foregoing document, and that the statements therein contained are true.

My Commission Expires:

7-6-97

Loa L. Stringer  
NOTARY PUBLIC - Residing at: St. George







THE RIDGE AT ST. GEORGE, PLAT H, A PLANNED UNIT DEVELOPMENT,  
pursuant to the Official Plat thereof filed for record on the 3rd day of March,  
1989, at Book 514, page 329, Entry No. 344857, in the Book of Plats, in the Office  
of the Washington County Recorder, State of Utah.

THE RIDGE AT ST. GEORGE, PLAT I, A PLANNED UNIT DEVELOPMENT,  
pursuant to the Official Plat thereof filed for record on the 22nd day of February,  
1990, at Book 551, page 47, Entry No. 360993, in the Book of Plats, in the Office of  
the Washington County Recorder, State of Utah.

THE RIDGE AT ST. GEORGE, PLAT J, A PLANNED UNIT DEVELOPMENT,  
pursuant to the Official Plat thereof filed for record on the 15th day of October,  
1990, at Book 576, page 759, Entry No. 372607, in the Book of Plats, in the Office  
of the Washington County Recorder, State of Utah.

THE RIDGE AT ST. GEORGE, PLAT J AMENDED, A PLANNED UNIT  
DEVELOPMENT, pursuant to the Official Plat thereof filed for record on the 30th  
day of August, 1991, at Book 616, page 815, Entry No. 389950, in the Book of  
Plats, in the Office of the Washington County Recorder, State of Utah.

THE RIDGE AT ST. GEORGE, PLAT K, A PLANNED UNIT DEVELOPMENT,  
pursuant to the Official Plat thereof filed for record on the 18th day of December,  
1992, at Book 698, page 437, Entry No. 422231, in the Book of Plats, in the Office  
of the Washington County Recorder, State of Utah.

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Exhibit A, continued

PARCEL #1 Beginning at a point N. 89°26'45" East 749.46 feet along Center Section line and S 5°38'30" W 422.64 feet from the west  $\frac{1}{4}$  Corner of Section 24, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence S 31°30' E 581.53 feet; thence S 13°00' W 150.00 feet; thence N. 51°19'45" W 162.07 feet; thence N. 42°30' W 210.00 feet; thence N 19°30' W 210.00 feet; thence N 20°00' E. 200.00 feet to the point of beginning. Containing 2.252 Acres M/L

PARCEL #2 Beginning at the Southeast Corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 42 South, Range 16 West, SLB&M, said point being North 89°26'45" East 1351.96 feet along the Center Section Line from the West  $\frac{1}{4}$  Corner of said Section 24, AND RUNNING THENCE South 89°26'45" West 602.50 feet along the 1/16th line; thence South 5°38'30" West 422.64 feet; thence South 31°30' East 581.53 feet; thence South 13°00' West 150.00 feet; thence North 67°28' East 544.45 feet; thence North 67°03'30" East 173.53 feet to the Most Westerly Corner of Lot 25, Valley View Heights Subdivision; thence North 62°00' East 121.48 feet to a point on a curve to the right on the Northwesterly Side of Existing Donlee Drive, the radius point of which is North 82°50'24" East 105.00 feet; thence Northerly and Easterly 220.20 feet along the arc of said curve, and said Northerly line of Donlee Drive to a point of tangency; thence South 74°02'30" East 62.00 feet along the Northerly Line of Donlee Drive to the Top of the Bluff; thence following the top of the Bluff as follows: North 43°40' West 127.50 feet; thence North 25°00' East 92.00 feet; thence North 11°55' West 100.00 feet; thence North 33°00' West 50.00 feet; thence North 2°26' West 69.00 feet; thence North 27°00' East 163.00 feet; thence North 3°53'30" West 118.54 feet to the Center Section Line of said Section 24; thence leaving said Top of Bluff and running thence South 89°26'45" West 566.96 feet along the Center Section Line to the point of beginning, all embraced within the N  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 24.

PARCEL #3 Beginning at the Northwest corner of the Southeast Quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 24, Township 42 South, Range 16 West SLB&M and running thence East 153 feet to a point West 400 feet from the West line of Highway 91; thence South 19°56' East 792 feet; thence North 89°33' East 136 feet; thence South 374.8 feet; thence North 89°33' East 170.2 feet; thence South 200 feet; thence South 89°33' West 666.2 feet; thence North 1320 feet to the point of beginning. Containing 13.33 acres.

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PARCEL #4 Beginning at the Southeast Corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being N 89°26'45" E 1351.96 feet along the Center Section line from the West  $\frac{1}{4}$  Corner of said Section 24; thence N 1°02'57" W 1332.27 feet to the Northeast Corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 24; thence S 89°25'13" W 274.42 feet along the 1/16 line; thence S 2°26'15" W 560.41 feet; thence N 85°44'30" W 107.74 feet; thence S 17°01' W 479.47 feet; thence S 5°39'30" W 326.29 feet to a point on the Center Section of said Section 24; thence N 89°26'45" E 602.50 feet along the Center Section line to the point of beginning.

PARCEL #5 Beginning at a point on the West line of State Highway No. 91, said point being S 89°26'45" W 392.48 feet along the Center Section line and N 19°56' W 1195.57 feet along said West line of Highway from the Southeast Corner of the Northwest  $\frac{1}{4}$  of Section 24, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point of beginning also being S 89°33' W 371.56 feet and N 19°56" W 1184.75 feet from a point used in the past as being the Southeast Corner of the Northwest  $\frac{1}{4}$  of said Section 24 and tied into the City Block information by the City Engineer when said point existed on the ground and running thence S 89°33' W 400.00 feet; thence N 19°56' W 215.94 feet to the TRUE POINT OF BEGINNING, which point lies on the South line of the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of said section 24, thence N 19°56' W 9.06 feet, thence N 89°33' E 400.00 feet to a point on the West line of State Highway No. 91; thence N 19°56' W 50.00 feet along the West line of said Highway, thence S 89°33' W to a point which lies 53.0 feet East of the West line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 24, thence South to the South line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 24, thence N 89°25'13" E along said South line to the TRUE POINT OF BEGINNING.

PARCEL #6 BEGINNING at a point on the West line of State Highway No. 91, said point being S 89°26'45" W 392.48 feet along the Center Section line and N 19°56' W 620.57 feet along said West line of Highway from the Southeast Corner of the Northwest  $\frac{1}{4}$  of Section 24, Township 42 South, Range 16 West, Salt Lake Base and Meridian; said point of beginning also being S 89°33' W 371.56 feet and N 19°56' W 609.75 feet from a point used in the past as being the Southeast Corner of the Northwest  $\frac{1}{4}$  of Section 24 and tied into the City Block information by the City Engineer when said point existed on the ground; said point of beginning also being the Northeast Corner of a Tract of land conveyed by Sherman C. Lamb & Julia P. Lamb to J. I. Ricketts and Bernice C. Ricketts and recorded in Book Y-12 page 198 in the office of the Washington County Recorder and running thence N 19°56' W 25.00 feet; thence S 89°33' W 125.00 feet; thence N 19°56' W 234.80 feet; thence S 89°33' W 141.49 feet; thence N 48°47' W 217.56 feet; thence S 89°33' W 22.16 feet; thence S 19°56' E 410.00 feet; thence N 89°33' E 400.00

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feet to the point of beginning.

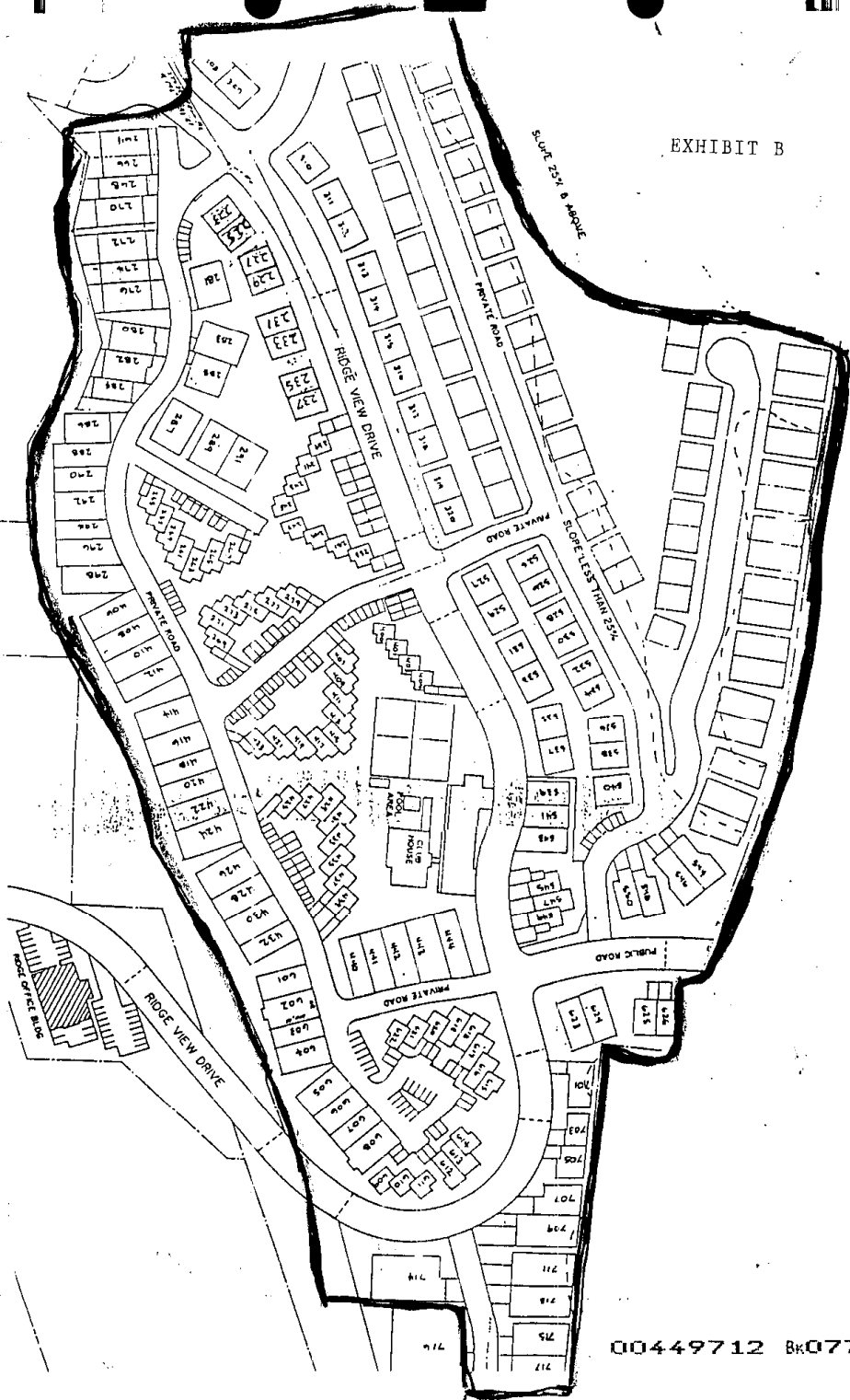
LESS AND EXCEPTING any portion of the parcels lying within the boundaries of that property known as Ridge View Drive, a dedicated road.

All of the above parcels being located in Washington County, State of Utah.

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EXHIBIT B



00449712 Bk0772 Pg0443

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION

On the 13th day of November, 1993, more than seventy-five percent (75%) of the voting members of THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION voted to amend the Articles of Incorporation by adoption of the following resolution:

RESOLVED, that the Articles of Incorporation of THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION be and the same are hereby amended to read as follows:

ARTICLE I  
NAME

The name of the corporation is THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II  
DURATION

The existence of the corporation shall be perpetual.

ARTICLE III  
PRINCIPAL OFFICE

The principal office of the corporation is located at 445 N. Ridge View Drive, St. George, Utah 84770, and the registered agent is Janice Brumm.

ARTICLE IV  
PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence lots and Common Area within THE RIDGE AT ST. GEORGE, a residential Planned Unit Development, located in St. George, Washington County, Utah, within that certain tract of property described in Exhibit "A" attached.

And as the same may be constituted from time to time, and to promote the health, safety, and welfare of the residents within the above described development and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) Meet the social and recreational needs of the members and for other purposes not for profit, no part of the net earnings of which may inure to the benefit of any member as provided under UCA 59-13-4(6) 1953, and to provide for the mutual and cooperative management and operation of THE RIDGE AT ST. GEORGE, PLAT A, Planned Unit Development and all subsequent annexations thereof, located in St. George, Utah, all the income therefrom to be collected from its members and to be used solely to meet losses and operating expenses as provided in UCA 59-13-1(8) 1953.
- (b) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association and enforce any and all covenants, restrictions, and agreements applicable to the Common Area and dwelling units of the development as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Washington County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.
- (c) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes of governmental charges levied or imposed against the property of the Association.
- (d) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (e) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security of money borrowed or debts incurred.
- (f) Dedicate, sell, or transfer all or any 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. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members of both classes, agreeing to such dedication, sale, or transfer.

- (g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation, shall have the assent of two-thirds (2/3) of the members.
- (h) Purchase of insurance upon the Common Area and insurance for the protection of the Association and its members.
- (i) Reconstruct improvements after casualty loss and the further improvements of the property.
- (j) Make and amend reasonable regulations respecting the use of the Common Area.
- (k) Enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association, and the regulations for the use of the Common Area.
- (l) Contract for the management of the Common Area and delegate to such manager all powers and duties of the Association except as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.
- (m) Contract for the management or operation of portions of the Common Area susceptible to separate management or operation, and to leave such portions.
- (n) Employ personnel to perform the services required for proper operation of the Common Area.
- (o) Make and perform any contracts and do any acts and things and exercise any powers suitable, convenient, proper, or incidental for the accomplishment of any objects enumerated herein.
- (p) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

**ARTICLE V  
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation.



Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Membership in the Association shall automatically terminate upon transfer of title by the record owner to another person or entity.

ARTICLE VI  
VOTING RIGHTS

The Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each Lot/Townhome owned. When more than one person owns an interest in any Lot/Townhome, 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/Townhome.
- (b) Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. For purposes of these Articles, the Developer owns a lot when it has been annexed and plotted by filing with the Office of the Washington County Recorder. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
  - 1. When the total votes outstanding in the Class A membership equal the total votes outstanding the Class B Membership, or,
  - 2. On January 1, 1999.
- (c) Changes in Voting Procedure. If Developer shall exercise his option to add additional lots (up to 300 total lots), then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, including that developer may regain his Class B voting status for all lots owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who must be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors at the time of this Amendment and until the selection of their successors are:

Paul Stringham  
443 N. Ridge View Drive  
St. George, UT 84770

Helen Ashenbrucker  
426 N. Ridge View Drive  
St. George, UT 84770

Lee Orlob  
532 N. Ridge View Drive  
St. George, UT 84770

Kay Traveller  
750 W. Ridge View Drive  
St. George, UT 84770

Janice Brumm  
237 N. Ridge View Drive  
St. George, UT 84770

Norman Burr  
526 N. Ridge View Drive  
St. George, UT 84770

Bruce Moffitt  
440 N. Ridge View Drive  
St. George, UT 84770

#### ARTICLE VIII UNCCAA AND BY-LAWS

The affairs of the corporation shall be conducted in accordance with the Utah Nonprofit Corporation and Cooperative Association Act and By-Laws adopted and amended from time to time by its Board of Directors.

#### ARTICLE IX INDEMNIFICATION

Every director, committeeman, and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, committeeman, or officer of the Association, whether or not he is a director, committeeman, or officer at the time such expenses are incurred, except when the director, committeeman, or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, committeeman, or officer may be entitled.

#### ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger of consolidation, the assets of the Association shall

be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

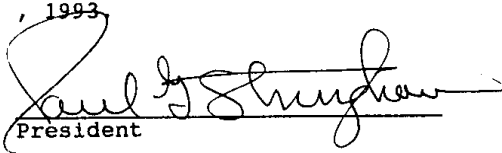
ARTICLE XI  
AMENDMENTS

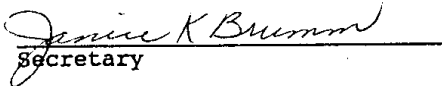
Amendments of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

ARTICLE XII  
INCORPORATORS

The names and addresses of the original incorporators are as provided in the original Articles of Incorporation.

IN WITNESS WHEREOF, these Articles of Amendment have been executed this day of \_\_\_\_\_, 1993

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

STATE OF UTAH )  
 : ss.  
COUNTY OF WASHINGTON)

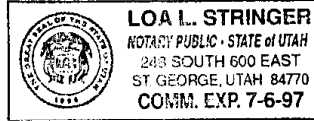
I, Loa L. Stringer, a Notary Public, hereby certify that on the 16th day of Nov, 1993, personally appeared before me Paul S. Stingham and Janice K. Gunn, who being by me first duly sworn, declared to me that they are President and Secretary of The Ridge at St. George Townhome Association, who signed the foregoing document as President and Secretary and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of Nov. 16, 1993.

My Commission Expires:

7-6-97

Loa L. Stringer  
Notary Public  
Residing at: St. George



AMENDED  
BY-LAWS  
OF  
THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION

ARTICLE I  
NAME AND LOCATION

The name of the corporation is THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 445 N. Ridge View Drive, St. George, Utah 84770, but meetings of members and directors may be held at such places within the State of Utah, County of Washington, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Homeowners' Association" shall mean and refer to THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot/Townhome which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners' Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) now owned by the Homeowners' Association or hereafter acquired for the common use by the general public, specifically exempting therefrom all lots as hereafter defined which shall be deeded to grantees of Developer. The Developer may increase the amount of the Common Area by filing additional subdivision plats in the Washington County Recorder's office and stating thereon that said land is subject to this Declaration and by deeding additional property to the Homeowners' Association. The Common Area to be owned by the Homeowners' Association at the time of the conveyance of the first lot is described as follows:

Beginning at a point on the west line of State Highway No. 91, said point being south 89°26'45" west 392.48' feet along the quarter section line and north 19°56' west 594.05' feet along said west line of highway from the southeast corner of the northwest  $\frac{1}{4}$  of section 24, township 42 south, range 16 west, SLB&M, and thence south 89°33' west 142.69' feet to a point of curvature of a 325.00' foot radius to the right; thence along the arc of said curve 282.39' feet to a point of tangency; thence north 40°40' west 325.33' feet to the true point of beginning, said point being the point of curvature of a 475.00 foot radius curve to the left; running thence along the arc of said curve 144.65 feet to a point of curvature of a 160.00' foot radius compound curve to the left; thence along the arc of said curve 331.53 feet to a point of curvature of a 275.00 foot radius compound curve to the left; thence along the arc of said curve 99.18 feet to the point of tangency; thence south 17°29'52" east 136.00 feet to a point on a 332.51 foot radius curve to the right (long chord bearing is north 76°32'23.5" east); thence along the arc or said curve 46.86 feet to the point of a 1180.09 foot radius curve to the left; thence along the arc of said curve 166.32' feet to the point of a 19.87 foot radius reverse curve to the right; thence along the arc of said curve 31.36 feet to the point of tangency; thence south 17°03'50" east 52.70 feet; thence north 72°56'10" east 145.00 feet; thence north 25°04'04" west 124.50 feet; thence North 1°46'36" west; thence North 21°36'41" west 86.29 feet to the true point of beginning.

LESS AND EXCEPTING Lots 1 through 22, and Lots 9G through 22G, more particularly described on that plat of The Ridge At St. George, Plat A, Subdivision, as filed in the Washington County Recorder's office, Washington County, Utah.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Homeowners' Association.

Section 7. "Developer" shall mean and refer to K.H. TRAVELLER DEVELOPMENT, INC., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 8. "Conveyance" shall mean and refer to actual conveyance of fee title to any Lot/Townhome to any owner by a

warranty deed or other document of title and shall not mean the mere execution of an installment sales contract.

Section 9. "Townhome" shall mean and refer to a single family dwelling unit constructed by Developer on a Lot.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Recorder of Washington County, Utah.

Section 11. "Ridge Development" shall mean and refer to that real property described in Article IX of the "Declaration" including all buildings and improvements now located or to be constructed thereon.

Section 12. "Limited Common Area" shall mean and refer to those Common Areas designated on the subdivision plat or in the Declaration as reserved for the use of a certain Lot/Townhome owner or owners to the exclusion of the other Lot/Townhome owners.

Section 13. "Homeowners' Board of Directors" shall mean and refer to the governing board of the Homeowners' Association defined above.

Section 14. "Recreation Areas" shall mean and refer to real property, including improvements located thereon, within THE RIDGE development for the use and benefit of all owners purchasing a townhome within THE RIDGE development. Recreation Areas are also part of the Common Areas.

#### ARTICLE III MEETING THE MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the second Saturday in January, commencing at 1300 hours.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the

meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot/Townhome.

ARTICLE IV  
BOARD OF DIRECTORS; SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors, who shall be members of the Association.

Section 2. Term of Office. Each of the seven (7) Board of Directors shall serve for a period of three (3) years. Elections will be conducted at the annual meeting in the following sequence: 1994 - three (3) directors will be elected to replace the three whose terms expire; 1995 - two (2) directors will be elected to replace the two whose terms expire; 1996 - two (2) directors will be elected to replace the two whose terms expire, with the election rotation continuing in that order.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, subject to prior approval by the Board of Directors.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the approval of all



the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period of not to exceed sixty (60) days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

- (1) Fix the amount of the annual assessment against each Lot/Townhome at least thirty (30) days in advance of each annual assessment period.
- (2) Send written notice of each assessment to every owner subject thereof.
- (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association and the townhome structures.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the Common Area to be maintained.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments; and co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act; and exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public account at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

#### ARTICLE IX COMMITTEES

The Board will have power to appoint an architectural committee consisting of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Board shall also have the power to appoint a nominating committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection

by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00 per month shall be paid by the owner and the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or such other rate as the Board of Directors may establish from time to time. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot/Townhome.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: THE RIDGE AT ST. GEORGE HOMEOWNERS' ASSOCIATION, CORPORATE SEAL, UTAH 1983.

**ARTICLE XIII  
AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration will control.

**ARTICLE XIV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year,

except that the first fiscal year shall begin on the date of the incorporation.

IN WITNESS WHEREOF, we, being all of the directors of THE RIDGE AT ST. GEORGE TOWNHOME ASSOCIATION, have hereunto set our hands this day of , 1993.

*Paul G. Stringham*  
\_\_\_\_\_  
PAUL G. STRINGHAM PRESIDENT

*Lee Orlob*  
\_\_\_\_\_  
LEE ORLOB VICE PRESIDENT

*Janice K. Brumm*  
\_\_\_\_\_  
JANICE K. BRUMM SECRETARY

*Helen Ashenbrucker*  
\_\_\_\_\_  
HELEN ASHENBRUCKER TREASURER

*Kay H. Traveller*  
\_\_\_\_\_  
KAY H. TRAVELLER BOARDMEMBER

*Norman Burr*  
\_\_\_\_\_  
NORMAN BURR BOARD MEMBER

*Bruce J. Moffitt*  
\_\_\_\_\_  
BRUCE J. MOFFITT BOARDMEMBER

STATE OF UTAH )  
                  : ss.  
COUNTY OF WASHINGTON)

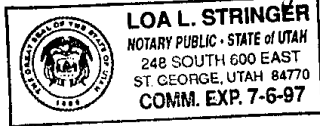
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On the 16<sup>th</sup> day of Nov., 1993, personally appeared before me Paul G. Stringham, Lee Orlob, Janice K. Brumm, Helen Ashenbrucker, Kay H. Traveller, Norman Burr, and Bruce J. Moffitt, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:  
7-6-97

*Loa L. Stringer*  
\_\_\_\_\_  
Notary Public  
Residing at: St. George

10



CERTIFICATION

I, the undersigned, do hereby certify:

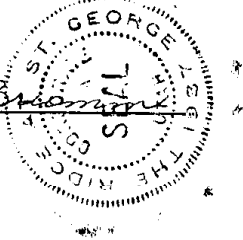
THAT I am the duly elected and acting secretary of THE RIDGE AT ST. GEORGE HOMEOWNERS' ASSOCIATION, a Utah corporation, and

THAT the foregoing By-Laws constitute the Amended By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the <sup>17</sup>~~13~~<sup>th</sup> day of ~~November~~ *November* 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this *16<sup>th</sup>* day of *November*, 1993.



*Juanita K. Bramon*  
secretary



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