

WHEN RECORDED RETURN TO:

**Ridgeview Homeowners Association
c/o Diane Maynard
3260 Crestline Drive
Park City, Utah 84060**

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ALAN SPRIGGS, SUMMIT CO RECORDER
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REQUEST: COALITION TITLE

**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE
COVENANTS FOR RIDGEVIEW SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RIDGEVIEW SUBDIVISION (hereinafter referred to as the "First Amendment") is made effective this 30th day of April, 2004 by the Ridgeview Homeowners Association, a Utah general nonprofit corporation (hereinafter referred to as the "Association") with respect to the following:

WITNESSETH:

WHEREAS, on October 30, 1979 a document entitled DECLARATION OF PROTECTIVE COVENANTS FOR RIDGEVIEW SUBDIVISION (hereinafter referred to as the "Declaration") was recorded as Entry No. 160757 in Book M 144, beginning at Page 621, in the official records of the Summit County Recorder, Summit County, Utah; and

WHEREAS, the Association has determined that it is in the best interests of the Association to amend the Declaration to reflect the changes set forth below; and

WHEREAS, Section 8.2 of the Declaration provides that the Declaration may be amended "... by the recording of a written instrument specifying the amendment . . . , executed by the owners of not less than two-thirds of the Lots then subject to this Declaration."

NOW, THEREFORE, by written consent duly obtained from the requisite two-thirds of the Ridgeview Lot owners, which written consent ballots are on file in the records of the Association, the Declaration is hereby amended as set forth below:

1. The following definition is hereby added as a new Section 2.6:

2.6 Board or Board of Trustees: The governing body of the Association as provided for in Article IX of the Articles of Incorporation and Article IV of the By-Laws.

2. Section 4.1 is hereby replaced in its entirety with the following:

4.1 Architectural Committee: The Architectural Committee shall consist of three members and one alternate member, which members shall be selected by the Board of Trustees. The alternate member shall be asked to serve in the event of the unavailability or absence of any one of the three selected members. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

3. Section 4.2 is hereby replaced in its entirety with the following:

4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges antennae, flag poles, curbs and walks, shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing or removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefore are approved by the Architectural Committee prior to the commencement of such work. Plans for dwelling houses and garages must be prepared by a licensed architect. A fee of \$50.00 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements costing less than \$3,500.00 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50.00 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of all building or structures, including exterior colors, harmony of external design with existing structures within said Subdivision, location with respect to topography, finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 30 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved.

In the event the Architectural Committee does not approve submitted plans, the person submitting such plans may file with the Board of Trustees a written appeal of the decision of the Architectural Committee. The written appeal must be filed with the Board no later than fifteen (15) calendar days following the date of written notice to the Owner by the Architectural Committee advising the Owner of the Committee's decision. The appeal shall specifically state the Owner's objections. If no written appeal is filed with the Board of Trustees within the fifteen (15) calendar days, the decision of the Committee shall stand. If the Owner files a timely appeal, the Board shall have thirty (30) calendar days following receipt of the appeal in which to consider the Owner's appeal. The Owner and/or the Owner's architect may, but shall not be required to, meet with the Board. If the Board takes no action within the thirty (30) calendar days, the decision of the Committee shall stand.

If, in the opinion of the majority of the Board (i) the decision of the Committee was clearly beyond the scope of authority of the Committee as defined in Sections 4.2, 4.3, and 4.4 of the Declaration; and (ii) the request of the Owner is substantially consistent with the Declaration and the general quality and nature of then existing improvements in the Ridgeview Subdivision, the Board may elect to modify or reverse the findings of the Committee.

4. Section 4.4 is hereby replaced in its entirety with the following:

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation

All external construction materials used for external walls and chimneys must be of natural wood or natural stone. Approved stucco may be used but only if less than 25% of the external surface area per side of structure is covered by said approved stucco. Log homes or split log homes shall not be allowed in the Subdivision. The use of aluminum, brick, plywood, T-111 siding, pressed board, or cinderblock as an external finishing material shall be prohibited. Paint and stain colors on external surfaces must be earth tone. All bright or brilliant colors are prohibited. Architectural grade shingle and metal roofs are encouraged. Natural wood shake roofing materials are not encouraged due to fire concerns. Prohibited roofing materials include non-architectural grade asphalt or tile shingles, and tar and gravel. Homes must be designed using energy-efficient materials such as high rating insulation and double-pane or insulated windows. Energy-efficient heating systems are encouraged.

5. The second sentence of Section 5.3 is hereby replaced in its entirety with the following: "No Lots within the Property shall ever be occupied or used for nightly rentals or for any commercial or business purposes, provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or his duly authorized agent from renting or leasing (excluding nightly rentals) said owner's residential Building for residential uses from time to time, subject to all of the provisions of this Declaration."

6. Section 5.8 is hereby replaced in its entirety with the following:

5.8 Service Yards: All equipment, service yards, storage piles, and trash and/or recycling receptacles on any Lot in the Property shall be stored or kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property. Outside clothes lines are specifically prohibited.

7. Section 5.9 is hereby replaced in its entirety with the following:

5.9 Maintenance of Property: All landscaping, all property and all improvements on any Lot shall be kept and maintained by the Owner thereof in a clean, safe, attractive, thriving and aesthetically pleasing condition and in good repair. Any Owners of vacant Lots shall be responsible for

