

**AMENDMENTS TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
RIDGECREST PLANNED
UNIT DEVELOPMENT**

**Declaration of Covenants, Conditions and Restrictions
For
Ridgecrest Planned Unit Development**

Amendment #4


Whereas, at the Annual Meeting of the Ridgecrest Homeowners Association held on June 3, 2006, the Members, numbering twenty-three (23) including proxies, voted unanimously to give the Board of Trustees the sole discretion to set the time and date for the Annual Meeting of the Homeowners Association on an annual basis so as to be, in the Board's opinion, in the best interests of the Members;

Therefore, the Declaration of Covenants, Conditions and Restrictions for Ridgecrest Planned Unit Development, as executed on November 9, 1998, and amended from time to time is hereby further amended as follows:

1. Exhibit "C" (Bylaws), Article III, Section 1 is amended in its entirety to read as follows:
"The Annual Meeting of the Members shall be held once during each calendar year on a date and at a time that is established by the Board of Trustees."
2. Exhibit "C" (Bylaws), Article III, Section 3 is amended by replacing "ten (10) days" with "twenty-one (21) days".



Burton J. Knudson (President)



Date

**Declaration of Covenants, Conditions and Restrictions
For
Ridgecrest Planned Unit Development**

Amendment #3

Whereas, at the Annual Meeting of the Ridgecrest Homeowners Association held on June 4, 2005, the Members, numbering nineteen (19) including proxies, voted unanimously to remedy certain inconsistencies and inadequacies in the Declaration of Covenants, Conditions and Restrictions and in the Plat Maps regarding maintenance responsibilities and property use rights;

Therefore, the Declaration of Covenants, Conditions and Restrictions for Ridgecrest Planned Unit Development, as executed on November 9, 1998, and amended from time to time is hereby further amended as follows:

1. Article I, Definition 5 is amended in its entirety to read as follows:
"5. **Common Area(s)** shall mean all portions of the Development except the Lots, together with all easements appurtenant thereto, whether or not expressly listed herein or on the Plat Map."
2. Article I, Definition 9 is amended in its entirety to read as follows:
"9. **Limited Common Area(s)** of an Owner shall mean the driveway, patio and paved walkway leading to the front steps to the Owner's Unit. This definition is intended to supercede the portion of the Plat Map as of June 30, 2005, designating the back lawns of Units 1, 2, 3 and 4 as comprising Limited Common Area."
3. Article I is amended by adding:
"21. **Lot** shall mean the land, dwelling and garage, as approximately identified in the Plat Map, with the further clarification that the Lot also includes the front porch (plus the front steps and roof) and window wells and the land underneath such porch and window wells.

22. **Planter Area** of an Owner shall mean that portion of Common Area consisting of the planted areas inside the curbing contiguous with the Owner's Lot or driveway.

23. **Private Yard** of an Owner shall mean the grass lawn contiguous with the Owner's Lot plus landscaped areas within and beyond such grass lawn. However, the Private Yard shall not overlap with the Private Yard of another Owner. Any disagreement among Owners as to the boundaries of their Private Yards shall be resolved solely by the Board of Trustees."
4. Article III, Section 5 is amended in its entirety to read as follows:
"5. **Use of Common Areas.** Subject to the limitations contained in this Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas designated herein (other than Limited Common Areas, Planter Areas and Private Yards which appertain to other Owners), and shall have the exclusive right to use and enjoy the Limited Common Area, Planter Area and Private Yard as designated herein which appertain to such Unit."

5. Article III, Section 14 is deleted.

6. Article IV, Section 4 is amended in its entirety to read as follows:

"4. Maintenance of Common Areas. The Association shall maintain, repair, replace, and landscape the Common Areas and improvements, other than Limited Common Areas.

Each Owner shall maintain, repair, and replace his respective Limited Common Area and the improvements thereon as needed to remain clean, safe and attractive.


Each Owner shall maintain, repair and replace the deck or back porch and fence (if any, separating the Private Yards) that was or were installed in conjunction with the original construction of the Owner's Unit.

Each Owner shall maintain, repair and replace any additional structure built after the original construction of his Unit so designated in an agreement with the Association which is executed in accordance with and subject to rules promulgated by the Architectural Control Committee.

Each Owner shall maintain and landscape any portion of the Common Area designated as his/her responsibility in an agreement with the Association which is executed in accordance with rules promulgated by the Architectural Control Committee."

7. The first three sentences of Article VI, Section 1 are deleted and replaced with the following:

"Each Owner shall have a non-exclusive right and easement of use and enjoyment with respect to the Common Area. Each Owner has a right of use in the Common Area, as described in Article III, Section 5, and the right to ingress and egress with respect to the Common Area, as described in Article VI, Section 8. The right and easement described herein shall be appurtenant to, and shall pass with, title to each Unit and in no event shall be separated therefrom."



Burton J. Knudson (President)

17 Nov, 2005
Date

**Declaration of Covenants, Conditions and Restrictions
For
Ridgecrest Planned Unit Development**

Amendment #2

Whereas, at the Annual Meeting of the Ridgecrest Homeowners Association held on June 5, 2004, the Members, numbering twenty-two (22) including proxies, voted unanimously to (a) clarify that the votes of 16 owners are required in all matters where the language in the Declaration or Bylaws indicated two-thirds were required, (b) change the principal office of the Association to the address of the Secretary/Treasurer, (c) change the date of the Annual Meeting to be the first Saturday in June each year, (d) clarify that the requirement of the Bylaws to have an annual "audit" means an annual "review" as that term is commonly applied within the accounting community, (e) decrease the frequency of required meetings of the Board of Trustees to quarterly and (f) permit the Association to incur limited expenses, up to \$1,000 annually, for items not directly related to the maintenance of the common property;

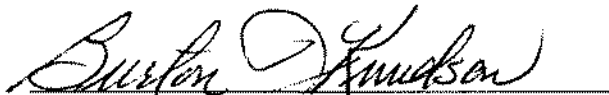
Therefore, the Declaration of Covenants, Conditions and Restrictions for Ridgecrest Planned Unit Development, as executed on November 9, 1998 is hereby amended as follows:

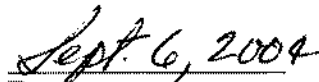
1. Article IV, Section 1, Subsection M is re-designated as Section N;
2. A new Article IV, Section 1, Subsection M is inserted to read as: "The power to incur expenses not related to responsibilities otherwise stated in these Declarations and Bylaws that are deemed by the Board of Trustees, solely in their discretion, to benefit the Owners and/or the community of the Association and do not, in the aggregate, exceed \$1,000 annually;";
3. Article V, Section 3 ("Basis of Assessments") is amended by replacing the phrase: "two-third's (2/3's)" with the phrase: "sixteen (16)";
4. Article V, Section 6 ("Special Assessments") is amended by replacing the phrase: "two-third's (2/3's)" with the phrase: "sixteen (16)";
5. Article XIV, Section 2 ("Amendment") is amended by replacing the phrase: "two-third's (2/3's)" with the phrase: "sixteen (16)";

And, therefore, the Bylaws of Ridgecrest Homeowners Association, Inc. are hereby amended as follows:

1. Article I ("NAME AND LOCATION") is amended by replacing the second sentence in its entirety with the following: "The principal office of the Association shall be located at the address of the then acting Secretary/Treasurer of the Association."
2. Article III, Section 1 ("Annual Meetings") is amended, in its entirety to read as follows: "Annual meetings of the Members shall be held on the first Saturday in June of each year at the hour of 7:00 o'clock p.m."

3. Article IV, Section 6 ("Regular Meetings") is amended by replacing the word "monthly" with the word "quarterly".
4. Article V, Section 4, Subsection (d) ("Treasurer") is amended to replace the word "audit" with the phrase "formal review (as that term is generally accepted by the public accounting community)"
5. Article IX, Section 1 is amended by replacing the phrase: "two-third's (2/3's)" with the phrase: "sixteen (16)";


Burton J. Knudson (President)

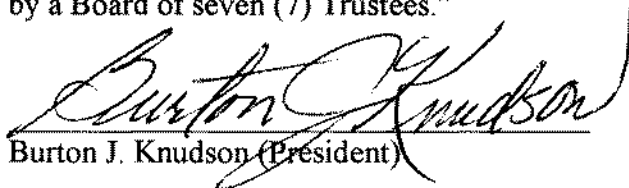

Date

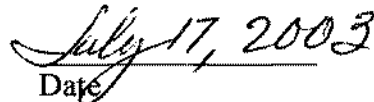
**Declaration of Covenants, Conditions and Restrictions
For
Ridgecrest Planned Unit Development**

Amendment #1

Whereas, at the Annual Meeting of the Ridgecrest Homeowners Association held on June 6, 2003, the Members voted unanimously to increase the number of Trustees on the Board of Trustees of the Association from three (3) to seven (7), the Declaration of Covenants, Conditions and Restrictions For Ridgecrest Planned Unit Development, as executed on November 9, 1998 (including Exhibit "D" as amended to reflect the existence of all twenty-four (24) Units of the Development) is hereby amended as follows:

- (1) Article IV, Section 2 of the Declaration ("Composition of Association; Board of Trustees; Officers; Election; Vacancy") is amended by deleting the third through fifth sentences (which read as follows: "The Board of Trustees shall be composed of three (3) members from whom shall be elected the following Officers of the Association: President, Vice President, and Secretary/Treasurer. The Trustees shall be elected each year at the Annual Meeting of the Members of the Association, and each shall hold office for a period of one (1) year. Members shall serve as Trustees until their successors are elected.")).
- (2) Article IV, Section 4 of Exhibit "C" of the Declaration ("Number") is amended by changing the first sentence to read as follows: "The affairs of this Association shall be managed by a Board of seven (7) Trustees."


Burton J. Knudson (President)


Date