

P.O. Box 768
Washington County, Utah
84780

DOC # 20100004560

Amended Restrictive Covenants Page 1 of 15
Russell Shirts Washington County Recorder
02/11/2010 02:16:59 PM Fee \$ 42.00
By BRADLEY HARRY



SECOND AMENDED AND RESTATED DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF
CHEROKEE SPRINGS SENIOR ADULT RV PARK

THIS SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEROKEE SPRINGS SENIOR ADULT RV PARK is made this 11th day of February 2010, 2010 by Cherokee Springs Adult RV Park Owners Association, Inc., a Utah Nonprofit Corporation. This Second Amended and Restated Declaration of Cherokee Springs supersedes and replaces entirely the First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Cherokee Springs Senior Adult RV Park, which document was recorded the 11th day of January, 2000, and which document superseded and replaced in its entirety that Declaration recorded the 21st day of February, 1991.

In accordance with the provision for amending the Declaration this instrument has been signed by the Cherokee Springs Adult RV Park Owners Association, hereinafter "Association," after an affirmative vote of 2/3 of the Lot owners.

ARTICLE I

Definitions

Section 1. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to CHEROKEE SPRINGS ADULT RV PARK OWNERS ASSOCIATION, INC., its successors and assigns. Cherokee Springs Senior Adult RV Park is a RV Park intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Lot. The Board shall provide for a mandate review and approval process for all Lot occupancy to ensure that no less than eighty (80%) percent of all occupied Lots are so occupied. This provision is in compliance with the Fair Housing Amendments Act, with respect to

housing for older persons, Public Law 104-76 effective December 28, 1995.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(c) "Lot" shall mean and refer to any plot of land or unit containing not less than 1,600 square feet with utility hookups for water, sewer, electricity, which is intended for the location of a Recreational Vehicle and/or living unit and recorded on any subdivision map of the properties with the exception of Common Properties hereafter defined.

(d) "Common Properties" shall mean and refer to those non-exclusive areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Association, except portions designated as living units.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for the use and occupancy of a manager or residence by a single family of not more than 2 persons.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract to any lot or Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure in which event the mortgagee shall be considered an Owner only so long as the mortgagee continues its right to possession.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) Cherokee Springs RV Park shall be defined as owner occupied lots. Present multiple lot owners will be exempt until such time as said lots shall be sold, at which time lot sales must comply with the single lot ownership definition. Rental of single lots is permissible under definition of Article I Section 1-c.

(i) "Recreational Vehicle" or "RV" shall mean and refer to a vehicular unit, other than a mobile home, primarily designed as a temporary dwelling for travel, recreational and vacation use, which is either self-propelled or is mounted on or pulled by another vehicle, including, but not limited to: a travel trailer, a camping trailer, a truck camper, a motor home, a fifth wheel trailer.

ARTICLE II

Property subject to this Declaration and Additions thereto:

Section 1. Existing Property. The real property, including any permanent Living Unit located upon any Lot, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Washington City, Washington County, State of Utah, and is more particularly described in Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property."

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an owner as defined in Article I, Section 1, subparagraph (f) of any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership:

Class A. Class A members shall be those Owners as defined in Section 1. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect of any such Lot. In the event such persons fail to agree then their vote shall be cast on a pro rata basis among the respective interests.

Delinquent Member shall be defined as any association member who

is not current with dues and assessments. Such members shall be denied any voting rights in the Association.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Extent of Members' Easements. The rights of easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws to suspend the enjoyment rights of any member for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of Common Properties; and

(e) the rights of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to purpose or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

Section 3. Delegation of Use. Any Owner may delegate with Association Board members approval in accordance with the Bylaws, his right of enjoyment to the Common Properties of facilities to those actually residing on the property whether they be members of his family, his tenants, or contract purchasers.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. Owner of any Lot by acceptance of a Real Estate Purchase Agreement of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agree to pay to the Association (1) regular assessment or charges; (2) special assessment for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and the costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property (lot) against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the owners of such property (lot) at the time when the assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by Owners without regard to any rule of law concerning the election of remedies.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the propose of promoting the recreation, health, safety, aesthetics and welfare of the residents in the Properties and in particular for the improvement, operation and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, perimeter subdivision fences, garbage collection, the payment of water fees for the Properties as they become due, and at the option of the Association, of the additions thereto, and for the cost of labor, equipment, materials, utilities, property taxes, insurance, management, and supervision thereof.

Section 3. Regular Assessments. The regular monthly assessments shall be 100% of the actual estimated monthly costs of maintenance and operation of the Common Properties and other facilities and the estimated monthly water fees for the Properties, and may include management fee together with amount necessary to pay into a reserve account for any increases or unexpected expenditures.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs

of the Association, provide for accumulation of reserves to meet projected needs.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 4 hereof, the Association may Levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements, including the necessary fixtures and personal property related thereto, provided that any shall be by the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 5. Assessment period. The assessment period for regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors in accordance with Section 8 to reflect current estimated costs of maintenance and operations. All assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Regular Assessment, Due Dates. The regular assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors for the Association to be the date of commencement.

The regular assessment shall become due and payable on the first day of each month beginning on the month of the commencement date or such other date as fixed by the Board of Directors.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto and keep books of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by the Owner at reasonable times.

Written notice of assessment shall thereupon be sent to every Owner subject thereto.

Section 8. Effect of Non-payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when

due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then existing Owner, his heirs, personal representatives, and assigns. The personal obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not fall to his successors in title unless expressly assumed by them, in which case such obligation shall be joint and several.

If the assessment is not paid within thirty (30) days after the due date, then: (1) the assessment shall bear interest from the due date of such assessment at the rate of eighteen percent (18%) per annum, and (2) a late charge of five percent (5%) of the monthly assessment amount shall be added to the amount due. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of such action(s), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above and attorney's fees, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common properties as defined in Article I, Section 1 hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Easements

Section 1. Easement for Repair and Maintenance. All Lots within the properties shall be subject to an easement in favor of the Association or City of Washington to permit reasonable

egress and ingress over areas not occupied by residential pads for all reasonable maintenance purposes as provided herein.

ARTICLE VII

Prohibition and Controls

Section 1. Architectural Controls. No building, storage shed, fence, wall, accessory, canopies, or other structure shall be erected or maintained upon the properties, nor shall any exterior addition to or change or alteration or improvements herein be made. Provided however the Association may design and publish to the Members such plans and specifications of storage sheds, walls, fences, and other structures, which would benefit the members and the Resort as a whole, which the members at their expense may purchase or construct on their property in the manner to be prescribed by the Association.

Section 2. Landscaping Control. No leveling, planting, landscaping or gardens shall be commenced until a plan thereof has been approved by the Association or the Architectural Committee.

Section 3. Vehicle Requirements. All vehicles shall be Recreation Vehicles or park models. Any modification to vehicles requires a building permit from Washington City.

Section 4. Use of Lots. No more than (1) Recreational vehicle will be permitted or maintained upon any Lot in said subdivision. No boat trailer, boats, or pickup shell shall be stored overnight on any Lot within CHEROKEE SPRINGS RV PARK.

No Lot or Lots shall be re-subdivided except for the purpose of combining two or more lots into one. Maintenance fees will still be required on each lot that was incorporated.

No animals, fowl or reptiles shall be kept on the premises except household dog, cat or pets owned by the owner of the Lot on which they are kept. No animal shall be allowed OFF THE LOT OF THE OWNER EXCEPT ON A LEASH: and no dog, cat, bird or pet shall be kept on any Lot by anyone if, in the discretion of the Board, that pet is or becomes a nuisance, threat or otherwise is objectionable to surrounding property owners. All owners of pets shall be responsible for the clean up of said pet's waste.

Elevated stands of any kind can be erected, or placed on any Lot with approval of the Architectural Committee.

No noxious, offensive, or illegal activity shall be carried on, upon any Lot. No Lot shall, be used in whole or in part for the storage of rubbish, trash, used or new building materials, used or new metal, trucks, automobiles, or machines in whole or in parts. No personal property, substance, thing or material shall be kept on any Lot or any part thereof that will emit foul or noxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property owners, or will cause the Lot or any part thereof to appear in an unclean or untidy condition.

Section 5. Maintenance of Lots. It shall be the responsibility of the Owner to keep the Lot neat and clean, and the Lot landscaped in types of landscaping deemed reasonable and compatible so as not to destroy or impair the aesthetic qualities of CHEROKEE SPRINGS RV PARK.

Section 6. Miscellaneous Prohibitions

(a) Repairing Cars. No major repairing or overhauling of cars or trucks is permitted on the streets, driveways, or parking lots of the park.

(b) Additional Prohibitions. Such other actions deemed from time to time by the Association to constitute a nuisance.

Section 7. Professional Management. The Association shall have the right to contract for services or transfer to any corporation, person or partnership, all rights and obligations hereunder, but upon such transfer and the assumption of such obligations by the transferee, the enforcement of covenants and obligations under this agreement shall remain the sole responsibility of the Association.

ARTICLE VIII

Insurance

Section 1. Insurance Requirements. The Association shall secure and at all times maintain the following insurance coverage:

(a) Fire and Casualty. The Association shall obtain and maintain a policy or policies of fire and casualty insurance with an extended coverage endorsement for the full insurable replacement value of the improvements in the Common Area. The amount of coverage shall be determined by the Board, but at no time shall the amount be less than the full replacement value of the improvements that are a part of the Common Area. This

insurance shall be maintained for the benefit of the Association, the Owner, and their Mortgagees, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Declaration. The name of the insured under each such policy shall be in form and substance similar to: "Cherokee Springs Adult RV Park Owners Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear." All Owners shall obtain and maintain adequate insurance to cover the cost of their respective Lot and all improvements and contents thereon.

(b) Liability. A comprehensive policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the Development because of negligent acts of the Association or other Owners.

(c) Fidelity Insurance. A fidelity policy insuring against dishonest acts on the part of manager (and employees or volunteers) responsible for handling funds belonging to or administered by the Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred percent (100%) of the Project's estimated annual operating expenses, including reserves. Such fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Sections 2. Additional Insurance Provisions. The

following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, and use.

(b) All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or other similar standard yielding this minimum quality of insurer. Each insurer must be specifically licensed in the State of Utah.

(c) The Association shall have the authority to adjust losses.

(d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.

(e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

Section 3. Review of Insurance Policy. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall provide in writing the conclusions and action taken on such review to the Owners of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owner.

Section 4. Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other

insurance covering any Lot or any Recreational Vehicle and/or acts and events thereon.

Section 5. Situation When Owner's Insurance is Primary. In the event that any loss to the Common Area, a Lot, or Living Unit is attributable to the negligence or intentional misconduct of an Owner, its guests, tenants or invitees, then the "at fault" Owner's insurance policy shall be considered primary and claimed against prior to claiming and utilizing any of the Association's insurance described herein. If claiming or utilizing any of the Association's insurance occurs for an event of loss described in this paragraph, the Owner responsible for the loss shall be responsible for paying the deductible for such claim.

ARTICLE IX

General Provisions

Section 1. Duration. The covenant and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any Lot and subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 2 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of two (2) years unless an instrument signed by the then owners of two-thirds (2/3) of the Lots had been recorded, agreeing to change or rescind said covenants and restrictions in whole or in part

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restriction shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event the Association or Owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, the Association or Owner shall also be entitled to recover from such

person reasonable attorney's fees. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Association have executed this instrument on the 11th day of February, 2010.

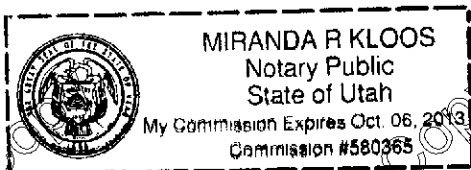
CHEROKEE SPRINGS ADULT RV PARK OWNERS ASSOCIATION

[Signature]
By:
Its President

[Signature]
By:
Its Secretary

STATE OF UTAH)
) : ss
COUNTY OF Washington)

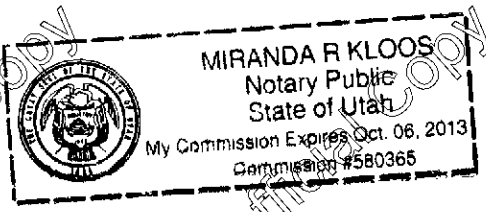
On the 11 day of February, 2010, personally appeared before me John Krollin Hows, who being by me duly sworn did that say that they are the President of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be their voluntary act and deed.



[Signature]
Notary Public

STATE OF UTAH)
)
) : ss
COUNTY OF Washington)

On the 11 day of February, 2010, personally appeared before me Everett Lane, who being by me duly sworn did that say that they are the Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be their voluntary act and deed.



Miranda R Kloos
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION
FOR CHEROKEE SPRINGS SENIOR ADULT R.V. PARK

All lots, CHEROKEE SPRINGS RV PARK, CHEROKEE SPRINGS RV PARK 2,
CHEROKEE SPRINGS RV PARK 3, CHEROKEE SPRINGS RV PARK 4, CHEROKEE
SPRINGS RV PARK 5.

More specifically described as follows:

Beginning at the Northeast Corner of Palo Verde Mobile Home
Estates, located in Section 14, Township 42 South Range 15 West,
Salt Lake Base & Meridian and recorded in the Washington County
Recorders Office and running thence S89°39'00"E, a distance of
250.10 feet along the center line of Telegraph Street (old U.S.
#91); thence S00°21'00"W, a distance of 4500 feet; thence
S27°30'00"W, a distance of 310.00 feet; thence S44°30'00"W, a
distance of 217.92 feet; thence N19°4'00"W, a distance of 412.76
feet to the southerly and easterly line of said Palo Verde Mobile
Home Estates; thence along said Palo Verde Estates as follows:

N70°00'00"E, a distance of 92.62 feet; thence
N37°00'00"E, a distance of 91.41 feet; thence
N25°20'00"E, a distance of 85.78 feet; thence
N06°00'00"E, a distance of 80.81 feet; thence
N00°13'50"E, a distance of 230.91 feet to the point of
beginning, containing 5.128 acres including Telegraph Street,
4.841 acres excluding Telegraph Street more or less.