

10/20/13

Winterhaven RV Resort
1160 E Telegraph St # 250
Washington, Ut 84780

DOC # 20130020103

Amended Restrictive Covenants
Russell Shirts Washington County Recorder
05/24/2013 08:14:49 AM Fee \$ 20.00
By WINTER HAVEN RV

Page 1 of 5



After recording mail to:
RICHARDS KIMBLE & WINN, P.C.
2040 Murray Holladay Rd, Suite 106
Salt Lake City, Utah 84117

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF
WORLDWIDE SUN RESORT AKA WINTER HAVEN RV RESORT**

A. Certain real property in Washington County, State of Utah, known as Worldwide Sun Resort was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on March 15, 1994, as Entry Number 00460984, in the Recorder's Office for Washington County, State of Utah ("Declaration"), and this Amendment shall be binding against all of the property described in the Declaration and any amendment, annexation or supplement thereto.

B. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the resultant increase in insurance premiums, and the diminished safety of the Owners, all as often associated with high levels of tenancy, the Worldwide Sun Resort Property Owners Association, Inc. aka Winter Haven RV Resort Property Owners' Association (the "Association") deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interests of the owners.

C. This Amendment is intended to restrict the manner and number of rentals in the community and non-owner occupied units in order to better establish a residential community and help protect livability and property values for all owners.

D. Pursuant to Article VIII, Section 2 of the Declaration, the undersigned officers hereby certify that the Association has obtained the votes of two-thirds (2/3) of the Lot Owners affirmatively approving this amendment.

NOW THEREFORE, the Association hereby amends Article VII of the Declaration to include this Section 9 in its entirety, as follows:

Section 9. Rental Policy.

9.1 Rental Cap. No more than **ten percent (10%)** of the total Lots and/or Living Units situated within the Properties, including Lots owned by the Association, may be rented at any given time, except as provided below (the "Rental Cap").

(a) Application Required. Prior to renting any Lot or Living Unit, an Owner shall apply to the Association for permission to rent. The Association shall review the application and make a determination of whether the rental will exceed the Rental Cap. The Association shall deny the application if it determines that the rental of the Lot or Living Unit

will exceed the Rental Cap.

9.2 Definition of Rental. "Rental" or "Rented" means:

(a) A Lot or Living Unit owned by a natural person(s) (not an entity or trust) that is occupied by someone, but is not occupied by the Owner, or the Owner's parent, child, or sibling; and

(b) A Lot or Living Unit owned by an entity or trust, regardless of who occupies the Lot or Living Unit, unless the trust or entity was created for estate planning purposes and was created for: (1) the estate of a current Owner of the Lot or Living Unit; or (2) the parent, child, or sibling of the current resident of the Lot or Living Unit.

9.3 Exemptions for Existing Rentals, Hardship. The following Owners shall be exempt from the Rental Cap and from the application requirements in 9.1(a) (but not from any other provision herein):

(a) Exemptions. All Owners of Lots and/or Living Units which are rented at the time that this Amendment is recorded may continue to rent free from the rental cap imposed hereby until: (1) the Lot or Living Unit is conveyed, sold or transferred by deed, to any party or entity, at which time the Lot/Living Unit becomes subject to this rental cap amendment.

(b) Hardships Exemptions. To avoid undue financial hardships on an Owner or extreme practical difficulties on the Owner due to the rental cap imposed by this amendment, the Board of Directors, in writing, may approve certain "hardship exemptions" which would result in the number of permissible rentals temporarily exceeding the 10% rental cap provided for herein. A hardship exemption shall expire one year from issuance at which point the Owner shall cease to rent the Lot or Living Unit unless another hardship exemption has been granted in writing and in the sole discretion of the Board. Applications for a hardship exemption shall be made in writing, explaining the need to the Board. The Board, in its sole discretion, shall establish reasonable criteria upon which hardship exemptions shall be granted. A decision of the Board shall be final.

9.4 The Lease Agreement. Any lease agreement between an Owner and a lessee must be in writing, and must provide, among other things, that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Rules and Regulations. All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules and Regulations of the Association. Any failure by the lessee to comply with the terms of the Association's governing documents shall constitute a default under the lease and, upon notice to the Owner and a failure of the Owner to remedy violations of their lessee, the Board of Directors may require an Owner to terminate a lease agreement. If violations continue thereafter, the Association is hereby deemed an intended third-party beneficiary under the lease and is hereby appointed agent of the Owner and is entitled to initiate eviction proceedings against any such lessee.

9.5 Tenant Information. As a part of the application process, Owners desiring to rent or lease their Lot and/or Living Unit must have their prospective tenant complete fill-out the Association's registration form (located in the Association's office), which must be submitted to the Association with the application to rent.

9.6 Fines, Sanctions and Attorney's Fees. The Board of Directors shall have the power to enforce the Association's governing documents, including by obtaining injunctive relief from the courts, by issuing fines, by terminating recreational facility access or any common service paid for as a common expense, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the project and to enforce these rental restrictions. The Association shall be entitled to its attorney's fees and costs in any action to enforce the terms of this Section 9.

9.7 Lease Payments by Tenant to Association. If an Owner who is renting his or her Lot or Living Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board of Directors may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law.

IN WITNESS WHEREOF, WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC. AKA WINTER HAVEN RV RESORT PROPERTY OWNERS' ASSOCIATION has executed this Amendment to the Declaration as of the 22 day of May, 2013, in accordance with Article VIII, Section 2 of the Declaration.

WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC. AKA WINTER HAVEN RV RESORT PROPERTY OWNERS' ASSOCIATION:

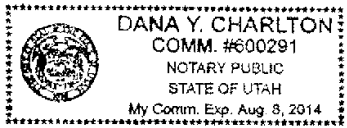
Gary I Brown
By: _____
Its: President

By: _____
Its: Secretary

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

On the 22 day of May, 2013, personally appeared before me Gary I Brown and Na, who being by me duly sworn did that say that they are the President and Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be their voluntary act and deed.

Dana Charlton
Notary Public



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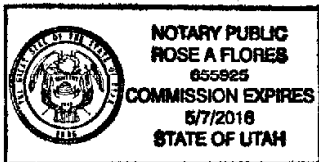
WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC. AKA WINTER HAVEN RV RESORT PROPERTY OWNERS' ASSOCIATION:

— N/A —
By:
Its: President

Ruth A. Doncouse
By:
Its: Secretary

STATE OF UTAH)
 DAVIS)
 REF)
COUNTY OF ~~WASHINGTON~~)

On the 21 day of May, 2013, personally appeared before me Ruth A. Doncouse and — N/A —, who being by me duly sworn did that say that they are the President and Secretary of the Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be their voluntary act and deed.



Rose A Flores
Notary Public

EXHIBIT A

Legal Description

All Worldwide Sun Resort 1,

Lots 1 – 121 thereof recorded in the records of the Washington County Recorder, Utah.

All Worldwide Sun Resort 2-1,

Lots 122 – 136,

Lots 168 – 179,

Lots 207 - 229 thereof recorded in the records of the Washington County Recorder, Utah.

All Worldwide Sun Resort 2-2,

Lots 180 – 206

Lots 230 – 247 thereof recorded in the records of the Washington County Recorder, Utah.

217 Total Lots.