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Amended Restrictive Covenants  
Russell Shirts Washington County Recorder  
02/12/2016 02:38:02 PM Fee \$ 22.00  
By PREFERRED PROPERTY MGMT

Page 1 of 7

After Recording Return To:

**BALL JANIK, LLP**  
2040 E. Murray-Holladay Rd, Suite 106  
Salt Lake City, UT 84117



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**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION  
FOR  
DIXIE DOWNS RESORT OWNERS ASSOCIATION  
A RETIREMENT COMMUNITY**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dixie Downs Resort Owners Association (“Declaration”) that established a retirement community known as the Dixie Downs Resort Owners Association is made on the date evidenced below by the Dixie Downs R.V. Resort Inc., also known as the Dixie Downs Resort Owners Association (“Association”).

**RECITALS**

A. Certain real property in Washington County, Utah, known as Dixie Downs was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration recorded February 19, 2008, as Entry No. 20080006445 in the Recorder’s Office for Washington County, Utah;

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto (see **Exhibit A**);

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums, and the diminished safety of the Owners, associated with a high levels of tenancy, the Association deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interest of the Owners;

D. This amendment is intended to restrict the manner and number of rentals in the community;

E. Pursuant to Article XII, Section 3 of the Declaration, the Board of Directors hereby certifies that votes representing at least fifty-one percent (51%) of all Membership votes affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Directors, hereby amends the Declaration Article III, Section 3.3 and Article XII, Section 12.4.

Article III, Section 3 (c) All leases and rentals must comply with Article XII, Section 12.4, entitled "Lease Provisions."

The Association also hereby amends the Declaration Article XII, Section 12.4, and shall be replaced in its entirety as follows:

Article XII, Section 12.4:

(a)(1) Leasing and Renting of Dwelling Units. The leasing and renting of Living Units by Owners shall be in accordance with this Section.

The terms "leasing," "lease," "renting," "rent," or "rental" used in reference to any Living Unit within the Association shall mean and refer to the granting of a right to use or occupy a Living Unit to any person or entity for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other non-monetary goods or services of value); but shall not mean nor include joint ownership of a Living Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

(b)(1) Exemptions. The following Unit Owners and their respective Units, upon proof sufficient to the Board of Directors, are exempt from the rental restrictions outlined herein below unless otherwise stated:

(i) A Unit that is occupied by a Unit Owner as the Unit Owner's primary residence while concurrently being occupied by someone other than a Unit Owner;

(ii) A Unit occupied by a Unit Owner's parent, child, or sibling **(as long as such occupant(s) meet the Association's age restriction requirements of the Declaration)**.

(iii) A Unit Owner whose employer has relocated the Unit Owner for no less than two (2) years; or,

(iv) A Unit Owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:

(a) A current resident of the Unit; or,

(b) The parent, child, or sibling of the current resident of the Unit **(as long as such occupant(s) meet the Association's age restriction requirements of the Declaration)**.

(v) A Unit Owner whose absence is due to charitable service no longer twenty-four (24) months;

(c)(1) Restrictions. Subject to Section A above, all Owners and Living Units shall be subject to the following restrictions:

(i) No Living Unit may be rented or leased if the rental or lease results in more than **sixteen percent (16%)** of the Living Units ("Rental-Lease Limit") being rented or leased, except as provided in subsection (c) of this Section. In other words, there may never be more than thirty (30) Living Units rented at any given time.

(ii) No Owner may lease or rent their Living Unit for a period of less than six (6) consecutive months; any term less is deemed a prohibited short-term rental.

(iii) Owners desiring to rent or lease their Living Units shall submit a written application to the Board of Directors (and/or its agent). Additionally, the Owner shall submit to the Board of Directors within ten (10) days of occupancy by the tenants, the names of those occupying the Unit. The Board of Directors shall monitor and make a determination of whether the rental or lease will exceed the Rental-Lease Limit.

(i) Owners shall also submit a "tenant registration form" to the HOA for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors, no less than thirty (30) days prior to executing or extending a lease.

(ii) Because the HOA is an "age restricted" community the "tenant registration form" will confirm that the occupant(s) complies with the "over 55" restriction as outlined in the Declaration.

The Board shall:

(i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit; or

(ii) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit.

(d)(1) Eligibility. Notwithstanding the above, an Owner is not eligible to rent more than one Living Unit until the pending applications of:

(i) All Owners who are not currently renting or leasing a Living Unit have been approved; and

(ii) All Owners who are currently renting or leasing fewer Living Units than the applicant have been approved.

(e)(1) Application Process / Waiting List. Applications from an Owner for permission to rent or lease shall be reviewed and approved or denied by the Board as set forth in this subsection.

(i) The Board shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Board shall approve or deny an application as provided herein and shall notify the Owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease when the Rental-Lease Limit permits the same.

An application form, the application approval process, a waiting list, and any other rules deemed necessary by the Board to implement this section shall be established by rules or resolution adopted by the Board consistent with this Declaration and to ensure the consistent administration and enforcement of the rental restrictions contained herein.

(f)(1) Intent to Continue Leasing. Within thirty (30) calendar days after the date this Amendment is recorded, each Owner who is or was leasing their Living Unit as of the date this Amendment was adopted ("Amendment Date") and who desires to continue to lease their Living Unit, must notify the Board in writing of their intent to continue renting their Living Unit and must be in compliance with the provisions of this Amendment.

An Owner who fails to timely deliver a notice of intent to continue leasing to the Board or fails to come into compliance with the provisions of this Amendment shall lose the right to lease the Owner's Living Unit, which loss of the right to lease shall be effective as of the time the current lease expires.

(g)(1) Grandfathering of Units. Upon providing timely notice of intent to continue leasing to the Board, as required in paragraph (f)(1) above, and being in complete compliance with this Amendment, **any Owner that is currently renting or leasing a Unit prior to the adoption and recordation of the rental restrictions contained herein, may continue to rent or lease the Unit until:**

(i) The Unit Owner occupies the Unit; or,

(ii) The Unit Owner sells the Unit, at which time the new Owner must comply with the Rental-Lease Limit stated above. **Prospective buyers, who desire to rent their Unit upon purchase, should inquire of the Association before purchasing in order to know whether or not the transfer of ownership terminates any grandfathered status making their proposed tenant subject to the Rental-Lease Limit; or**

(iii) An officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit.

(h)(1) Breach of the Rental Requirements. If an Owner fails to follow the requirements of this Section or any additional rules and procedures adopted by the Board and rents or leases his or her Living Unit, and/or rents or leases any Living Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Owner's Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by resolution.

(i)(1) Attorney Fees and Costs for Violations. The Association shall be entitled to recover from an Owner who violation this Article its costs and attorney's fees incurred for the enforcement of this Article regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to the Declaration.

(j)(1) Information to be Provided to Tenant. Permitted rental and lease agreements shall comply with this subsection.

(i) The Owner shall provide the tenant or lessee with a copy of this Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership. Owner shall provide written confirmation to the Board that governing documents have been provided to tenant.

(ii) Upon the commencement of the rental or lease period, the Owner shall provide the Association with all required tenant information as stated herein.

(k)(1) Additional Remedies. The Board may require the Owner to terminate a lease or rental agreement if the Board determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. If an Owner fails to correct any such violations related to their tenants, or fails to terminate the lease pursuant to the above, the Owner hereby grants the Board standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

In addition to any other remedies available to the Association, fines may be assessed pursuant to Utah law and the Association's Schedule of Fines.

IN WITNESS WHEREOF, DIXIE DOWNS RESORT OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the \_\_\_\_ day of \_\_\_\_\_, 2016, in accordance with the Declaration.

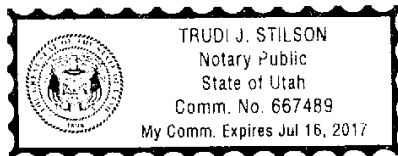
**DIXIE DOWNS RESORT OWNERS ASSOCIATION:**

Mary Ann Allred  
President

David Edward Bryant  
Secretary

STATE OF UTAH )  
 )  
 ) :SS  
County of Washington )

On the 12 day of Feb 2016, personally appeared before me David Edward Bryant and Mary Ann Allred who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



Trudi J. Stilson  
Notary Public for Utah

**EXHIBIT A**

**Legal Description**

All Lots in DIXIE DOWNS RESORT R.V. according to the official plats thereof as filed in the office of the Washington County Recorder, State of Utah.

DIXIE DOWNS RV RESORT 1 (SG)

DIXIE DOWNS RV RESORT

RENTER REGISTRATION

NOTICE OF INTENT TO CONTINUE LEASING /RENTING

DATE OF NOTICE \_\_\_\_\_

For those owners who wish to continue to lease property in Dixie Downs you must return this completed form within thirty (30) days from the date of the notice to Preferred Property in the self addressed envelope.

**REGISTRATION INFORMATION**

NAME OF THE LEASEE/RENTER \_\_\_\_\_ Telephone Numbers

1. \_\_\_\_\_
2. \_\_\_\_\_

HOMEOWNER NAME \_\_\_\_\_ LOT \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE NUMBER

1. \_\_\_\_\_
2. \_\_\_\_\_

The home Owner must provide a Copy of the Lease Agreement to Property Management and the HOA Board whenever a leaser changes.

I/We the owner of lot # \_\_\_\_\_ hereby certify the above information is true and accurate

Dated this Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Signed \_\_\_\_\_ Signed \_\_\_\_\_

Print \_\_\_\_\_ Print \_\_\_\_\_