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Russell Shirts Washington County Recorder
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LAW, P.C.

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS OF
WORLDWIDE SUN RESORT
aka
WINTER HAVEN RV RESORT
1160 E. TELEGRAPH STREET
WASHINGTON, UTAH**

THIS DECLARATION made this 17 day of October, 2019 by Worldwide Sun Resort Property Owners Association, Inc., aka Winter Haven RV Resort Property Owners Association, Inc., a Non-profit State of Utah Corporation, hereinafter called the Association.

WITNESSETH:

NOTICE OF AGE RESTRICTED COMMUNITY: WINTER HAVEN RESORT PROPERTY OWNERS ASSOCIATION IS INTENDED TO, AND SHALL BE MANAGED, TO PROVIDE HOUSING FOR PERSONS FIFTY-FIVE (55) YEARS OF AGE OR OLDER, AND SHALL PROHIBIT RESIDENCY BY PERSONS UNDER THE AGE OF FORTY-FIVE (45) YEARS OF AGE AS WELL AS ALL OTHERS FALLING WITHIN THE DEFINED TERM OF FAMILIAL STATUS UNDER FEDERAL LAW; EXCEPT THAT PERSONS UNDER THE AGE OF EIGHTEEN (18) MAY VISIT ANY LIVING UNIT FOR LESS THAN FIFTEEN (15) DAYS WITHIN ANY THIRTY DAY PERIOD BUT NO MORE THAN FORTY-FIVE (45) DAYS IN ANY CALENDAR YEAR WITHOUT VIOLATING THIS DECLARATION. EACH AND EVERY LIVING UNIT WITHIN THE PROPERTY, IF OCCUPIED, SHALL BE OCCUPIED BY AT LEAST ONE PERSON 55 YEARS OF AGE OR OLDER. ADDITIONAL REQUIREMENTS ARE SET FORTH IN ARTICLE II BELOW.

WHEREAS, The Association desires to provide for the preservation of the values and amenities in said Resort for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, the Association in its desire to provide for the efficient preservation of the values and amenities and for the maintenance of Winter Haven RV Resort has created a Board of Directors which is delegated and assigned the powers of maintaining and administering the Resort facilities and enforcing the covenants and restrictions and collecting and distributing the assessments and other monies received and charges hereinafter created; and

WHEREAS, the Association has incorporated under the laws of the State of Utah, as a nonprofit corporation, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Association declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions" or CC&Rs) hereafter set forth.

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 WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC., aka WINTER HAVEN RV RESORT PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

(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 1600 square feet and upon which is located a concrete pad and driveway with utility hookups for water, sewer, and 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 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 Recreational Vehicle or Park Model situated upon the Properties designed and intended for the use and occupancy of a manager or residence by a single family.

(f) “Owner” shall mean and refer to the recorded 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) The words, “Resort” and “Park” are interchangeable.

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.”

Section 2. Adult Resort. Winter Haven RV Resort is designated as an Adult Resort and shall follow all Federal and State law that apply to Housing for Older Persons, including verifying and approving "occupants" as stated below.

(a) Residency – Primary Resident / Qualified Resident. A Living Unit shall be occupied by at least one (1) person who is at least 55 years of age or older (hereafter called "Primary Resident."). However, at no time shall an individual under the age of 45 be allowed to reside in a Unit. Any other person(s) lawfully permitted to reside in Living Unit with a Primary Resident shall be referred to as a "Qualified Resident." Those under the age of 45 are deemed, irrespective of relationship to the Primary Resident, a "Guest" for purposes of the Association's Adult Resort's provisions.

(b) Guests. Visits by Guests are welcomed on the following terms and conditions: Guests may not visit for longer than 15 days in any 30-day period and shall not exceed a more than 45 days in any calendar year. Guests without the Primary Resident present in the Living Unit may only stay for five (5) days and four (4) nights in any thirty (30) day period. Any variance of this covenant must be approved by the Board.

(c) Procedure For Approving Occupants. Persons may become "Approved Residents" based on the following terms and conditions:

(i) A person desiring to become an "Approved Resident" shall submit to the Board (or its agent) a written "Association Membership Application and Age Verification" form along with proof of age (copy of valid Driver's License or other document), which form is available from the Association.

(ii) Within five (5) days of receipt of such written application for an "Approved Resident", the Board shall issue written notification to the Applicant, and to the potential seller or lessor of the Living Unit the Applicant desires to purchase or lease, as to the outcome of the Board's decision stating "Approved" or the reason for disapproval.

(iii) If an approved Applicant fails to timely submit appropriate documentation, then such person shall not be permitted occupancy of the Living Unit.

(iv) The Association shall retain all documents and records relating to its consideration of an application for "Approved Occupant" status.

(d) Resale or Rental.

(i) Obligation of Owner: Contents of Agreements. Should a current Owner wish to sell or rent his or her Living Unit, the prospective buyer or renter will be required to complete a **Membership Application and Age Verification form** in order to verify age only. Owners shall inform all prospective purchasers or renters of this procedure and shall provide the Board with the information required in this Article.

Any sale and rental agreement shall be in writing and shall (1) provide that occupancy of the property shall be subject to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and (2) state the following: " **The Winter Haven RV Resort is intended and operated for residents fifty-five 55 years of age or older as defined in the**

Fair Housing Act and no residency is permitted for anyone under the age of forty-five (45) unless required to be allowed per law.

In addition, rental agreements and deeds of trust shall provide that failure by the lessee or trustor to comply with the terms of this Amended Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall be default under the agreement.

(ii) Records. The Association shall maintain the following:

(i) For all persons who execute a purchase or lease agreement with an owner, the name of each such person(s), their current address and prospective address in the project, the age of each proposed occupant of the dwelling together with a copy of the documents provided to verify their ages, and the date of the agreement. Such information may be included in the "Association Membership Application and Age Verification" form.

(ii) A log or other record of all persons; occupying a Living Unit. Such record to be updated quarterly and shall include names, address, and ages.

(iii) For each subsequent transfer of a Living Unit, a log or other record identifying the transferor, the transferee, the address of the dwelling, the names and ages of the new occupants, the documentation provided to verify those ages, the method of transfer (sale, lease, devise, etc.), and the date the transfer was approved and by whom.

(iv) For the sale, lease, or other transfer of a Living Unit rejected by the Association, a log identifying the persons involved in the proposed transfer and their current addresses, the ages of the prospective occupants, the reasons for their rejection, and the date of the rejection.

Section 3. Occupancy Limitation. Consistent with Utah Code Title 57-8a-218(5)(b), and based on the size of the Living Units, no more than three (3) individuals may reside currently in a Living Unit unless allowances are required by law.

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 or an obligation shall not be a member.

Section 2. Voting Rights. Members shall be those Owners as defined in Section 1. 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 to 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.

ARTICLE IV
Property Rights in the Common Properties

Section 1. Member's 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. Title to Common Properties. The Association retains the legal title to the Common Properties.

Section 3. Extent of Members' Easements. The rights and 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 during which an assessment remains unpaid, and 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 purposes or as to the conditions thereof shall be effective unless an instrument attested to and recorded by the President of the Association which states that two-thirds (2/3) of the members, by written ballot, have voted in the affirmative that they have agreed 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 4. Delegation of Use. In his temporary absence any Owner may delegate his right of enjoyment to the Common Properties or facilities to those actually residing in the Living Unit.

ARTICLE V
Budget & Covenants for Maintenance Assessments

Section 1. Creation of Budget. The Board shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The annual budget shall be distributed to the membership at least once annually.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose 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 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. Determination of Annual Assessment.

(a) The Board shall fix the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the assessment period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.

(b) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

Section 4. Equitable Changes in Budget. If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental or amended budget and establishes the equitable change in the amount of the Annual Assessment. Owners shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.

Section 5. Lien. All Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. The Declarant, and thereafter the Association hereby conveys and warrants pursuant to U.C.A. § 57-1-20 and 57-8a-302 to the attorney of the Association, with power of sale, each Lot and all improvements to each Lot for the purpose of securing payment of Assessments under the terms of the Declaration.

Section 6. Enforcement of Lien. The lien is established and may be enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for breach of any provisions of the Governing Documents. The lien maybe foreclosed judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of

the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

Section 7. Appointment of Trustee. The Declarant, the Association and each Owner hereby appoints the attorney of the Association who has been retained by the Association at the time a foreclosure is initiated as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8a, Utah Code Ann., as may be amended from time to time.

Section 8. Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgages or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as follows: the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment, nor shall it relieve any personal obligation arising herein or elsewhere.

Section 9. Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with interest and late charges, not to exceed the maximum permitted by law, and costs and reasonable attorney fees incurred or expended in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of any Owner holding title to any Lot at the time when the assessment became due, and, regardless of the terms of any agreement to the contrary, the liability of the Owners of a Lot for the payment of such amounts shall be joint and several, and any remedy for the collection of such amounts may be enforced against any or all Owners of the Lot concerned. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

Section 10. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of the each Owner.

Section 11. 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 such special assessment exceeding \$100¹ for improvement costs shall be by the assent of two-thirds (2/3) of the votes of the members who are voting in person, or by mail, at a meeting duly called, 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.

¹ AMENDMENT NO. 1, 21 January, 1998, p ONE

Section 12. Assessment Period. The assessment period for regular assessments shall be one month. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors to reflect current estimated costs of maintenance and operations. All assessments must be fixed at a uniform rate for all Lots.

Section 13. Date of Commencement of Regular Assessment. Due Dates. The regular assessments provided for herein shall commence and become due and payable on the date (which shall be the first day of a month) fixed by the Board of Directors for the Association.

Section 14. 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 Owners at reasonable times.

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

Section 15. Reserve Funds.

(a) The Association shall establish and maintain a reserve fund for repairs and replacement of the Common Areas, for any emergency, unforeseen, unusual, or unanticipated expenditures, and for any other purpose determined from time to time by the Board by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board in its sole discretion and best business judgment or of an amount and in the manner as may be required by law. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. A reserve analysis shall be conducted every six (6) years and updated every (3) years unless otherwise required by law.

(b) The Association may establish such other reserves for such other purposes as the Board may from time to time consider to be necessary or appropriate.

(c) The Board's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Association funds. Except in such instances, individual Board members shall not be held liable for any potential or alleged under funding of the reserve account.

Section 16. Fee Due on Transfer of Unit. Each time legal title to a Lot passes from one person to another, except a conveyance to any Declarant or Builder, within thirty (30) days after the effective date of such title transaction, the new Lot Owner shall pay to the Association (or as negotiated between buyer and seller), in addition to any other required amounts, a reinvestment fee in an amount determined by the Board from time to time and adopted by Board Resolution. This amount shall be recorded in a Notice of Reinvestment Fee and updated from time to time.

Section 17. 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 Sections 7 and 8), 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 pass to his successors in the title unless expressly assumed by them, in which case such obligation shall be joint and several.

Any assessment not paid on the date due, shall become delinquent thirty (30) days after that date. Delinquent assessments shall be fined a late fee of not less than \$10.00 dollars for each month the assessment is past due. All delinquent assessments and accumulated fines shall bear interest at a rate of not less than eighteen (18) percent per annum. The Association may bring 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 each assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above and reasonable attorneys' fees to be fixed by the court, together with the costs of the action.²

Section 18. 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 19. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge 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 to permit reasonable egress and ingress over areas not occupied by residential pads for all reasonable maintenance purposes as provided herein.

ARTICLE VII Use Restrictions/Prohibition and Controls

Section 1. Spending Limitations. The Board of Directors shall not have the authority to spend an amount in excess of \$5,000.00 for any reason, except for salaries or fees solely for the care and maintenance of the park or for office personnel, without the express approval of (2/3) of the members, voting in person or by proxy³.

² *ibid.*

³ AMENDMENT NO. 2, 23 April, 2007

Section 2. Architectural Control. 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, change or alteration, or improvements herein, be made without the express approval of the Board of Directors or of a committee delegated by the Board to make such an approval. The aesthetic beauty of the Park must be maintained.

Section 3. Landscaping Control. No Lot leveling, planting, landscaping or gardens shall be commenced until a plan thereof has been approved by the Association or its Architectural committee.

Section 4. Living Units. Living Units shall be recreational units⁴ or Park Models. No mobile homes⁵, tent trailers, tents or outdoor overnight camping will be allowed. No Living Unit over ten (10) years of age may be brought into the Resort, either on a part-time or permanent basis, without the written authorization of the Executive Committee.⁶

Section 5. Use of Lots. No more than one (1) Living Unit will be permitted or maintained upon any Lot in said RV Resort. No boat trailer, boats, or pickup shells shall be stored overnight on any Lot. There will be designated storage areas that may be used, subject to availability, and a charge for said use, if any, shall be at the discretion of the Association.

Section 6. Signs. No sign temporary or permanent, as For Rent or For Sale signs shall be erected or installed, placed, permitted or maintained on any Lot, except name and Lot number of the Unit. However, a small For Rent or For Sale sign may be placed on the Living Unit or RV vehicle itself.

Section 7. Laundry. No laundry may be dried in any location on any Lot unless completely enclosed and screened from view from any other said Lot.

Section 8. Pets. An Owner or Renter may maintain no more than two (2) household dogs or cats within their Living Unit. No other animals, fowls, rodents or reptiles of any species may be kept within the Resort.⁷ No animal shall be allowed OFF THE OWNER'S OR RENTER'S LOT EXCEPT ON A LEASH. At the request of the Executive Committee, the Lot Owners or Renters must dispose of any pet that is deemed a nuisance, threat or otherwise objectionable to surrounding property owners.⁸ All owners of pets shall be responsible for the cleanup of said pet's waste.

Section. 9. Satellite Dishes. A small TV satellite dish is permissible, providing it does not diminish the aesthetic view of the park.⁹

Section 10. Outdoor Burning. No outdoor burning of trash or other debris shall be permitted. This shall not prohibit the use of normal residential barbecue or other similar outside grill.

⁴ RECREATIONAL VEHICLE 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 and a van. (Washington City Code, Title 9, Chapter 1, Section 9-1-6:Definitions)

⁵ MOBILE HOME A structure build prior to June 15, 1976, transportable in one or more sections, which is eight (8) body feet or more in width and thirty two (32) body feet or more in length and which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein. *Ibid.*

⁶ AMENDMENT NO. 1, 21 January, 1998, p Two

⁷ HOUSEHOLD PETS Washington City Code, Chapter 1, Section 9-1-6, Definitions:

⁸ AMENDMENT NO. 1, 21 January, 1998, p Two

⁹ AMENDMENT NO. 2, 23 APRIL, 2007

Section 11. Nuisance, Noxious / Offensive Behavior. 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 omit foul or noxious odors, or that will cause any noise that might disturb the peace of quiet of the surrounding property owners, or will cause the Lot or any part thereof to appear in an unclean or untidy condition. Bicycles, motorcycles, boats, toys and other similar items shall not be left on Lots during prolonged absence of Lot Owners.

Section 12. Maintenance of Lots.

(a) It shall be the responsibility of the Association to keep the lawns mowed, trimmed and watered.

(b) Each owner shall maintain his/her Unit and repair any damage thereto.

(c) Each unit owner shall be responsible for keeping his/her Unit clean, attractive, safe, sanitary and functional so as not to detract from the health, safety or uniform appearance or design of Winter Haven and in a manner consistent with the City of Washington Standards.

(d) Whenever the Board declares a property unsightly, the Unit Owner will be sent a written notice that will give a reasonable length of time for the Owner to bring the property up to standards. If the Owner fails to bring the property up to standards, the Board may assess fines or take other actions to obtain compliance.

(e) Whenever a Unit Owner sells his/her property, the property must be established back into its original shape and condition.

Section 13. Miscellaneous Prohibitions.

(a) Repair of cars, trucks, motorcycles, boats or other motorized vehicles. Major repair or overhaul of the above-mentioned motorized vehicles is not permitted on the streets, driveways, or parking areas within the Park.

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

Section 14. 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.

Section 15. Rental Policy¹⁰

¹⁰ AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF WORLDWIDE SUN RESORT AKA WINTER HAVEN RV RESORT, May 23, 2013, p 1

(a) 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”).

(i) 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 as to 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.

(b) Restrictions. No Owner may lease or rent any Lot or Living Unit for a period of less than thirty (30) consecutive days, except Lots owned by the Association. No daily or weekly rentals are permitted, including, but not limited to, nightly or other short-term rentals through programs such as VRBO, Airbnb, or similar arrangements.

(c) Definition of Rental. “Rental” or “Rented” means:

(i) 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;

(ii) 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.

(d) Exemptions for Existing Rentals, Hardship. The following Owners shall be exempt from the Rental Cap and from the application requirements of this Section (but not from any other provision herein):

(i) 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.

(ii) 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. Applications for a hardship exemption shall be made in writing, explaining to 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.

(e) 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 Declarations, 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.

(f) Tenant Application. 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.

(g) 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 or other periodic payments, until the amount due to the Association is paid in accordance with the procedures established by law.

ARTICLE VIII General Provisions

Section 1. Duration. The covenants 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 and shall run in perpetuity unless said covenants and restrictions are rescinded, or changed in whole or in part by an amendment of this declaration.

Section 2. Amendment. Any amendment to this declaration shall require the affirmative vote of at least two-thirds (2/3) or all members voting by mail or in attendance at any regular or special meeting of the members where a quorum is present. The number of members present at a legally called meeting shall constitute a quorum. Written notice setting forth the substance of the proposed amendment shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. This requirement may also be fully satisfied by obtaining, with or without a meeting, consent in writing to such transaction from the member. The following additional provisions shall govern any application of this section.

(a) All necessary consents must be obtained prior to expiration of ninety (90) days after the first consent is given by any member.

(b) Any change in ownership of a Lot which occurs after consent has been obtained from the Owners thereof shall not be considered or taken into account for any purpose.

(c) Recordation. Any amendment pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President of the Association.

Section 3. 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 4. Enforcement. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and

any applicable statute. Failure to comply therewith shall be grounds for levying of a fine and an action or suit maintainable by the Association or an aggrieved Owner.

Section 5. Remedies. Violation of any provisions of this Declaration, the Bylaws, or any rules or regulations adopted pursuant thereto, or of any decision of the Association made pursuant to such documents, shall give the Board of Directors acting on behalf of the Association, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

(a) Subject to the provisions of this Declaration, to enter the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy and collect fines for violation of any express rule, regulation, covenant, restriction, or Governing Document pursuant to Utah Code 57-8a-208, as may be amended from time to time.

Section 6. 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.

DATED this 17TH day of OCTOBER 2019.

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

Dale Swain
Dale Swain
President

Kent Larkin
Kent Larkin
Vice-President

STATE OF UTAH)
) ss.
COUNTRY OF WASHINGTON)

On the 17 day of OCT. 2019, personally appeared before me Dale Swain and Kent Larkin, did acknowledge to me that they are respectively, the president and vice-president of Worldwide Sun Resort Property Owners Association, Inc., aka Winter Haven RV Resort Property Owners Association.

 STACY LASSON
Notary Public
State Of Utah
My Commission Expires Jan. 15, 2021
COMMISSION NUMBER 692637

Stacy Lasson
Notary Public

EXHIBIT A

Legal Description

All WORLDWIDE SUN RESORT 1 (W),

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

Parcel Numbers: W-WSR-1-1 through W-WSR-1-121

All WORLDWIDE SUN RESORT 2-1 (W),

Lots 122 – 136, thereof recorded in the records of the Washington County Recorder, Utah.

Parcel Numbers: W-WSR-2-1-122 through W-WSR-2-1-136

Lots 168 – 179, thereof recorded in the records of the Washington County Recorder, Utah.

Parcel Numbers: W-WSR-2-1-169 through W-WSR-2-1-179

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

Parcel Numbers: W-WSR-2-1-207 through W-WSR-2-1-229

All WORLDWIDE SUN RESORT 2-2 (W),

Lots 180 – 206 thereof recorded in the records of the Washington County Recorder, Utah.

Parcel Numbers: W-WSR-2-2-180 through W-WSR-2-2-206

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

Parcel Numbers: W-WSR-2-2-230 through W-WSR-2-2-247

217 Total Lots.