

DOC # 20230012144

Bylaws Page 1 of 35
Gary Christensen Washington County Recorder
04/28/2023 03:48:48 PM Fee \$ 40.00
By JENKINS & BAGLEY



Recorded at the request of:
Winter Haven RV Resort Property Owners' Association
1160 East Telegraph Road
Washington, UT 84780

**Record against the Property
described in Exhibit A**

After Recording mail to:
Jenkins Bagley Sperry, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

BYLAWS

OF

(WORLDWIDE SUN RESORT DBA WINTER HAVEN RV PARK)

Recorded at the request of:
Winter Haven RV Resort Property Owners' Association
1160 East Telegraph Road
Washington, UT 84780

**Record against the Property
described in Exhibit A**

After Recording mail to:
Jenkins Bagley Sperry, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**AFFIDAVIT OF RECORDING
(WORLDWIDE SUN RESORT DBA WINTER HAVEN RV PARK)**

I, Steve Hansen, being personally sworn under oath, aver and state as follows:

1. I am over age 18 and competent to testify of the facts contained in this Affidavit.
2. I am the President of the Winter Haven RV Resort Property Owners' Association, a Utah nonprofit corporation.
3. I have personal knowledge of the facts contained in this Affidavit.
4. The legal description for Worldwide Sun Resort dba Winter Haven RV Park is described in **Exhibit A**, attached hereto.
5. True and correct copies of the following Bylaws and amendment thereto for Winter Haven RV Resort Property Owners' Association, attached hereto as **Exhibits B, C, D, E, F, and G**, are to be recorded in the records of the Washington County Recorder's Office, Washington County, Utah:
 - a. By-Laws adopted January 17, 1998;
 - b. Amendment No. 1 adopted February 18, 2003;
 - c. Amendment No. 2 adopted April 23, 2003;
 - d. Amendment No. 3 adopted April 5, 2017;
 - e. Amendment No. 4 adopted April 2, 2019;
 - f. Amendment No. 5 adopted March 7, 2023.

(Signature and Notary on Following Page)

Dated this 7th day of March, 2023.


**Winter Haven RV Resort Property Owners'
Association, a Utah nonprofit corporation**

Kent Larkin

By: Kent Larkin
Its: Vice President

STATE OF UTAH)
 : ss.
County of Washington)

On the 7th day of March, 2023, personally appeared before me ^{KWB} Kent Larkin, who being by me duly sworn, did say that he is the Vice President of the Winter Haven RV Resort Property Owners' Association, a Utah nonprofit corporation, the authorized individual empowered to sign this Affidavit, and that the Affidavit was signed on behalf of said Association and said person acknowledged to me that said Association authorized the execution of the same.

 **KARLI W. BUENO**
Notary Public
State Of Utah
My Commission Expires 12-23-2023
COMMISSION NO. 709789

Karli W. Bueno
Notary Public

EXHIBIT A

Legal Description

Phase 1

All of Lots in Phase 1, together with all Common Area, WORLDWIDE SUN RESORT 1 (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County Recorder, State of Utah.

Parcel Numbers: W-WSR-1-1 THROUGH W-WSR-1-36

Parcel Numbers: W-WSR-1-37

Parcel Numbers: W-WSR-1-37B

Parcel Numbers: W-WSR-1-38 THROUGH W-WSR-1-121

Phase II Unit 1

All of Lots in Phase II, Unit 1, together with all Common Area, WORLDWIDE SUN RESORT Phase II Unit 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County Recorder, State of Utah.

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

Parcel Numbers: W-WSR-2-1-168 THROUGH W-WSR-2-1-179

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

Phase II Unit - 2

All of Lots in Phase II, Unit - 2, together with all Common Area, WORLDWIDE SUN RESORT Phase II Unit -2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County Recorder, State of Utah.

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

Parcel Numbers: W-WSR-2-2-193B

Parcel Numbers: W-WSR-2-2-230- THROUGH W-WSR-2-2-235

Parcel Numbers: W-WSR-2-2-235A

Parcel Numbers: W-WSR-2-2-236- THROUGH W-WSR-2-2-247

EXHIBIT B
Bylaws for Winter Haven RV Resort Property Owners' Association

January 17, 1998

BY-LAWS

WINTER HAVEN RV RESORT PROPERTY OWNERS' ASSOCIATION

PREAMBLE

These By-Laws dated January 17, 1998 hereby cancel and supersede all past By-Laws and amendments thereto, which were generated on behalf of World Wide Property Owners Association, and/or Winter Haven Property Owners Association. It is recognized that in the event of a conflict between these By-Laws and the Declaration of Protective Covenants, Conditions, and Restrictions of World Wide Sun Resort, aka Winter Haven RV Resort (CC&R's), the CC&R's shall govern.

ARTICLE 1

The principal office of the Association shall be
1160 East Telegraph Road
Washington, Utah 84780

ARTICLE 2
MEETINGS OF MEMBERS

SECTION 2.1. Annual Meeting: The annual meeting of the members shall be held on the third Saturday of January at the Association headquarters. The purpose of meetings shall be to consider and vote on any and all items that are published in the agenda. The agenda may constitute a part of the notice of the meeting which will be sent out at least two weeks in advance.

SECTION 2.2. Special Meetings: Special meetings of the members may be called by the President, by a majority of the Board of Directors, or by any number of members whose holdings are not less than one-third (1/3) of the total membership of the Association.

SECTION 2.3. Notice of Meetings: Notice of all annual and special meetings of the members shall be given in accordance with the statutes of the State of Utah.

SECTION 2.4. Presiding Officers: The President, and in his absence the Vice-President or Secretary-Treasurer, shall preside at all such meetings. All meetings will use Robert's Rules of Order and minutes will be taken and recorded in the Association minutes book, open to Association members.

SECTION 2.5. Voting Requirements: When a quorum is present, in person or represented by written proxies at any meetings, the

majority vote of the membership, present or by proxy, shall decide any question brought before such meeting, including the election of Directors, unless the question is one upon which by express provision of the statutes of the State of Utah or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All proxies shall be in writing and shall be delivered to the Secretary of the Board of Directors at least 24 hours prior to the meeting.

SECTION 2.6. Registered Members: All members who have been on the books of the Association for 30 days and who are no more than 30 days in arrears on assessments are eligible to vote. Each lot shall have one (1) vote; if joint owners differ on options they may split their vote.

2.6.1. All persons possessing a valid five year lease for a Winter Haven RV Resort Association owned lot will be extended the voting rights of that lot for the period of their current lease. These rights are currently held by the Association. These Lessee's must meet all the requirements of SECTION 2.6 above. These privileges would extend to voting in all non-financial elective matters brought before and voted upon by the registered members. They would have the privilege of seeking any elective office in the Association if the ending date of their lease extends past the ending date of the elective position they are seeking. Lessee's meeting the requirements of SECTIONS 2.2. and 2.6.1 will be referred to as Registered Members herein.

SECTION 2.7. Quorum: Except as noted elsewhere in this document, at any meetings, properly noticed, the majority of those present by proxy or person, voting in favor of any proposition shall be sufficient and valid to constitute an affirmative vote requiring the Board of Directors to act upon any such proposition or resolution.

SECTION 2.8. Waiver of Irregularities: All inaccuracies and/or irregularities in calls, notices of meetings and in the manner of voting, form of proxies, credentials and method of ascertaining those present shall be deemed waived if no objection is made at the meeting.

ARTICLE 3 BOARD OF DIRECTORS

SECTION 3.1. Membership and Duties: The Board of Directors shall consist of seven (7) members elected for two year terms, by written ballot delivered or mailed to registered members at least one month in advance of an election. There will be three members elected one year and four the next. The ballot will go out at least 30 days prior to the annual meeting. The Board of Directors will read and be familiar with all governing CCN&R's, By-Laws, Rules and Policies pertaining to this Resort.

3.1.1. The Board of Directors shall formulate Association policy under broad guidelines directed or implied in actions of the Association membership in its meetings. It shall have all of the power of the Association between meetings of the Association, except that the Board of Directors cannot abrogate or modify any action approved and directed by the Association registered members, as outlined in SECTION 2.7. Administration of policy so formulated shall largely be delegated to the Executive Committee of the Board of Directors as described below.

3.1.2. The immediate past President, or in his absence an immediate past member of the Executive Committee, shall serve on the Board of Directors in an Ex-Officio advisory capacity only, without any voting rights on the board. This office is necessary and required to maintain continuity on the Board of Directors.

SECTION 3.2. Removal from Office and Filling Board Vacancies: For cause, a Board member may be removed from office by a majority vote of the Board of Directors. Board Members may also resign for personal reasons. The Board of Directors, by majority vote shall appoint an Association registered member to fulfill any vacancy created by removal, resignation, or death. The newly appointed Board Member shall serve the remaining term of office of the replaced Board Member.

SECTION 3.3. Meetings: At the call of the Executive Committee the Board shall meet at least once each year, and as needed to conduct the business of the Association. Any three (3) members of the Board may call a meeting of the Board. Except as may be required in an emergency situation, all meetings shall be noticed in advance with an agenda posted at Association headquarters. All meetings shall use Robert's Rules of Order and written minutes shall be recorded in the Board minutes book open to Association members.

3.3.1. Members of the Association have the right to appear at Board meetings and to present their views on a subject before the Board at such reasonable times as the Board may appoint. Association members may attend Board meetings as observers except where personnel or other sensitive matters are under discussion, in which case the record of actions taken shall be available to the Association membership in Board minutes.

SECTION 3.4. Quorum: A quorum for the Board of Directors shall be a majority of the existing membership. As a deliberative body, proxies or substitute members shall not be allowed.

SECTION 3.5. Executive Committee: Immediately after the election of the Board of Directors and the annual meeting, the Board shall meet and elect a President, Vice-President and Secretary-Treasurer. The Nominations and Elections Committee shall preside at this election. In addition to becoming the principal officers of the

Association, these three (3) members of the Board of Directors shall comprise the Executive Committee which shall serve at the pleasure of the Board and may be changed at any time by majority vote of the then existing Board.

3.5.1. The Executive Committee shall have all of the power of the Board of Directors between meetings of that Board, except that the Executive Committee cannot abrogate or modify any action taken by the Board of Directors.

SECTION 3.6. Duties of the Executive Committee: The Executive Committee shall carry out the will of the Board of Directors, the President being the spokesperson and with the Vice-President or the Secretary-Treasurer, in that order by delegation, being empowered to act during the absence of the President. This Committee shall have the power to act in all matters under policies established by the Board and not explicitly reserved for formal action by the Membership or Board itself. In the anticipated absence from the Resort of all members of the Executive Committee for a period exceeding two (2) days, the Committee shall appoint a responsible member of the Association to act for them until such time as one or more of the Executive Committee members return to the Resort.

3.6.1. The Executive Committee shall be responsible for the administration of the Resort and shall select and hire such persons as are needed to manage and care for the Resort, or to contract for such services. Duties of the Resort Caretaker-Manager, or a person contracting for such duties, shall be prescribed by the Executive Committee.

3.6.2. The President shall preside at all membership and Board of Director's meetings. He may sign, along with the Secretary-Treasurer, or any other member of the Board who might be authorized by the Board, any deed, mortgage, bond, contract or other legal document. In the absence of the President, the Vice President shall perform all duties of and have the powers of the President.

3.6.3. The Secretary-Treasurer shall be responsible for maintaining appropriate minutes and records of the Board and Executive Committee, shall over-see the financial books of the Association, shall counter-sign checks with the Office Manager, shall cooperate with the Budget and Finance Committee in the preparation of interim financial reports required by the Board of Directors and the annual financial report and budget to be presented at the annual meeting, and shall assist in the annual audit of the books to be made under the direction of the Budget and Finance Committee. In the absence of the Secretary-Treasurer, the President or Vice President may counter-sign checks with the Office Manager.

3.6.3.1. The Secretary-Treasurer shall be the financial

officer of the Association and shall ensure that all regular and special assessments, and fines are collected through the Office Manager. Also the Secretary-Treasurer shall see that all liens are enforced.

SECTION 3.7. Compensation: The Board of Directors, the Executive Committee, and all active Committees shall not receive any stated salary for their services.

SECTION 3.8. Conflict of Interest: In order to avoid a conflict of interest individuals are not eligible for election or appointment to the Board of Directors if they are paid employees of the Winter Haven RV Resort Property Owners Association.

ARTICLE 4 FINANCIAL

SECTION 4.1. It is hereby acknowledged that this Association is organized as a non-profit corporation under the Utah Non-Profit Corporation Cooperative Association Act solely and strictly as an Association of property owners to act as an agent for said owners in the management of the Resort. It is not intended that the Association realize any profit on any transactions except for the improvement of the Resort or benefit of Lot Owners.

SECTION 4.2. Association owned lots may be sold at current or above market value. In order to minimize tax liabilities to the Association, the Executive Committee will establish the number of lots to be sold each year. The money received for these lots will be placed in an interest bearing account by the Executive Committee. At the discretion of the Board of Directors, the interest from this account, on a yearly basis, may be withdrawn and used for the benefit of the Association Lot Owners, or left in the Account. The Principal of this account may be used by Board of Directors providing there is an affirmative vote of two-thirds (2/3) of the Association registered members in attendance, or represented by proxy properly submitted, a quorum being present, at the annual or specially called meeting if the notice of intent is contained in the notice of such meeting.

ARTICLE 5 ANNUAL STATEMENT

The Board of Directors shall present at each annual meeting a full and complete financial statement of the business and condition of the Association.

ARTICLE 6
FISCAL YEAR

The fiscal year of the Association shall be fixed by a resolution of the Board of Directors.

ARTICLE 7
AREA DESIGNATIONS

This Resort has been designated as an Adult Resort. Residency, including Owners and Renters shall be allowed only if one or more of the occupants are 55 years of age or older. Visits by children and friends are acceptable for periods of 15 days or less WITHIN any 30 consecutive days. Any variance to these designations must be approved by the Board of Directors and the adjacent lot owners.

ARTICLE 8
AMENDMENTS

The By-Laws may be changed or repealed by the affirmative vote of two-thirds (2/3) of the members in attendance or represented by proxy properly submitted, a quorum being present, at any regular or special meeting of the members if notice of the proposed alteration or repeal be contained in the notice of such meeting. Alternatively, following appropriate advance notice a mail ballot may be used for such change with a two-thirds (2/3) affirmative vote by Association registered members voting being required for passage.

ARTICLE 9
COMMITTEES

SECTION 9.1. Standing Committees: Standing Committees may be appointed by the Executive Committee and be responsible ultimately to the Board of Directors, but on all matters, except those expressly designated as the first concern of the Board, they shall report to the Executive Committee. Changes in Standing Committees may be made by the Executive Committee, subject to ratification by the Board.

9.1.1. If a chairperson is not designated in the appointment order the first named person on the Committee shall act as temporary chairperson to preside at election of a permanent chairperson.

9.1.2. Standing Committees charged with taking specified actions shall take appropriate action, including expenditure of funds as explicitly authorized.

9.1.3. Board members may serve on Committees and as chairpersons as members of the Association. However, they normally

do not represent the Board of Directors in such assignments.

9.1.4. Standing Committee chairpersons and members shall serve through the year of appointment with all being released following the annual meeting of the Association. New assignments or reappointments shall be made as quickly as practical following the annual meeting.

SECTION 9.2. Architectural Committee: This Committee shall be composed of a chairperson and two members. It shall be responsible for advising the Executive Committee of the status and maintenance of the Resort facilities exclusive of the Club Houses and Pool area.

9.2.1. The Committee shall have the authority to approve or disapprove Living Units brought into the Resort, all structural changes and additions of an architectural nature, and location of Units on lots. Units of standard manufacture known by the Committee to meet Resort standards may be routinely accepted. Others, particularly those custom made or modified, must present appropriate photographs or drawings demonstrating acceptability. Association Members have the right of appeal to the Executive Committee or Board of Directors.

9.2.2. This Committee's responsibilities are outlined, primarily within SECTIONS 10.1., 10.2., and 10.3. of the Resort By-Laws.

SECTION 9.3. Resort Rules: This Committee shall be composed of a chairperson and two or more members. It shall be responsible for the establishment and modification of rules, subject to approval of the Board of Directors. The Committee shall advise the Executive Committee regarding security matters of concern in the Resort.

SECTION 9.4. Budget and Finance: This Committee shall be composed of a chairperson and two or more members. It shall advise the Secretary-Treasurer, the Executive Committee, and the Board of Directors on financial status and prospective expenditures of the Resort. It shall prepare a comprehensive financial statement and budget for submission to the Board of Directors and presentation at the annual meeting of the Association. It shall be responsible for an annual audit of Association books in accordance with state laws.

SECTION 9.5. Clubhouse, Pool and Recreational Buildings: This Committee shall be composed of a chairperson and two or more members. It shall be responsible for the maintenance of these structures and shall work with the Executive Committee on their use and maintenance. They shall be responsible for the posting of signs that give directions for use of the pool, hot tub and showers as required by law. Certain facets of this Committee's responsibilities may be contracted out by the Executive Committee.

SECTION 9.6. Social Activities: This Committee shall be composed of a chairperson and two or more members. It shall organize and supervise social affairs in the common areas of the Resort under the guidance of the Executive Committee regarding frequency and appropriateness of functions to be sponsored. The Committee, through its chairperson, shall appoint needed temporary subcommittees to carry out specified activities.

SECTION 9.7. Resort and Public Relations: This Committee shall consist of a chairperson and two or more members. It shall prepare newsletters as needed to keep members in-residence and members away from the Resort informed and shall prepare and convey appropriate information to groups outside of the Resort as may be assigned by the Executive Committee.

SECTION 9.8. Nominations and Elections: This Committee shall consist of a chairperson and two members appointed by the Executive Committee. The Committee will be rotated so that no person may serve more than two consecutive years. The Committee shall send out to Association registered members in good standing a letter inviting two (2) nominations. Up to three other names may be submitted for consideration by the Nominations Committee, in the event that additional nominees are required. The Committee shall select a minimum of two (2) candidates for each vacancy and shall include all persons receiving six (6) or more nominations, to form a slate of candidates to be voted upon.

9.8.1. Voting shall be by written ballot, mailed out to Association registered members prior to the Annual Association Meeting. Ballots must arrive back at the Resort by the specified deadline date. Deadline date must be at least two days prior to the annual meeting. Ballots shall be sealed in a small envelope and enclosed in a larger envelope upon which the Association member's name, lot number and signature shall be provided. The Committee shall certify from information given on the large envelopes, qualification to vote using a reference master list and then it shall destroy all of the large envelopes. The unmarked ballot envelopes shall then be opened and a tally taken. The results will be announced at the annual meeting of the Association.

SECTION 9.9. By-laws and Political Action: This Committee shall consist of a chairperson and two or more members. It shall formulate any amendments to the By-Laws as they become necessary and recommend them to the Board of Directors for appropriate action. This Committee also shall study all political affairs of concern to the Resort and shall recommend any appropriate action to the Board of Directors and be prepared to assist in implementation of such action. One or more of the members of this Committee shall keep abreast of Washington City Council meetings and see that the Resort has observers at such meetings as may be appropriate.

SECTION 9.10. Special Committees: In the event special Committees

are required they shall be appointed by the Executive Committee, with concurrence of the Board where appropriate, to carry out timely assignments and shall be dissolved at the completion of such limited assignments. If a chairperson is not designated in the appointment order, the first-named person shall preside during the elections of a permanent chairperson. Special Committees charged with taking specified actions shall carry out the duties of the charge, including expenditure of funds as explicitly authorized by the Executive Committee.

ARTICLE 10
PROHIBITION AND CONTROL

SECTION 10.1. Architectural Control: No building, storage shed, fence, wall, accessory, canopy, or other structure shall be erected or maintained upon the properties, nor shall any exterior addition to or change or alteration or improvement be made without formal approval by the Architectural Committee after submission of plans, drawings, and intent are submitted. Any permit or permission given by the City of Washington shall not be valid until full permission is given by the above Committee. No lot leveling, major planting (trees), landscaping or gardens shall be commenced until a plan has been approved by the Committee. The Board of Directors retains final approval or disapproval of all changes to Resort property and/or Living Units within the Resort.

SECTION 10.2. Vehicle or Park Model Requirements: All vehicles, other than passenger cars or pick-up trucks, shall be recreational vehicles. No tent trailers, tents, or outdoor overnight camping shall be allowed. The maximum over all dimensions for the RV vehicles or Park Models shall be determined by Washington City Ordinances copies of which are available in the Association office. The Washington City Zoning Ordinance adopted March 1, 1989 states 'A recreation home (park model) shall not exceed a total of five hundred sixty (560) square feet of living space as measured inside the exterior walls'. The distance from the RV to the street shall be no less than 20 ft. and no less than 5 ft. from the rear property line, except that there must be 10 ft. between the RV and the boundary of the Resort. Units may adjoin the lot line on the side opposite the entrance door and must be so oriented that entrance doors conform to the established directional pattern along the street where located. The Resort will bear no liability for damage to any structure not possessing a minimum five (5) inch mow strip on all sides. HUD regulations may apply from time to time.

SECTION 10.2.1. 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.

SECTION 10.3. Use of Lots: Boat trailers, boats, pick-up shells or a second RV unit will not be stored on any lot in the Resort except in designated storage areas.

SECTION 10.3.1. No external sign, temporary or permanent, shall be erected or installed or placed on any lot in this Resort, except that a small inconspicuous 'For Sale or Rent' signs with a phone number may be permitted on a lot that is for sale or rent. This sign must be placed at the rear of the lot near the lot utility tower. All 'For Sale or Rent' signs, including Realtor signs, for living units within the Resort must be attached on, or placed within the window of the said unit.

SECTION 10.3.2. No laundry may be dried outside, unless it is completely out of sight.

SECTION 10.3.3. No major repairing of motorized vehicles is permitted within the resort.

SECTION 10.3.4. Lot owners are responsible to maintain their own Lots, including removal of weeds from any location not planted with grass, flower and garden spots, trimming of trees and removal of all leaves on Owner's lot, painting of private sheds, modification of sprinkler systems, etc. Lot Owners are encouraged to help maintain the Common Areas near their lots by raking leaves, pulling weeds, cleaning, etc. The Resort will water, mow and fertilize all lawns.

SECTION 10.4. Animals: No animals, fowls, rodents, or reptiles may be kept within the Resort, except 1 household dog or cat, (not to exceed 15 pounds), owned by the Owner or Renter of the Lot on which they are kept. No animal shall be allowed off the lot of the owner or renter except on a leash. No animal will be allowed in the Resort if, at the discretion of the Board of Directors, the animal becomes a nuisance, threat, is allowed to roam free, or otherwise objectionable to the surrounding property owners. Owners of pets must be responsible for cleaning up the waste of said pet.

SECTION 10.5. Parking in Resort: Vehicle parking is restricted to owners driveway, assigned rented storage lot, or in designated temporary parking areas. Visitor parking on the side of a street is allowable for less than 4 hours. NO overnight parking on any street is allowed in the Resort. Any vehicle parked on the street must be parked so as to not block the entrance to the adjoining driveways and to allow passage of emergency and regular vehicles. Driveways are the property of lot owners and may not be used by others without owners permission. All vehicles should be checked to ensure vehicle fluids do not leak on driveways or parking areas. The Resort reserves the right to tow away, at the owners expense, any improperly parked vehicle in the Resort.

SECTION 10.6. Enforcement of Resort Rules: The first step in enforcement of Resort Rules shall be an informal friendly reminder. Where this is ineffective, written warnings shall be given by the Executive Committee. For infractions of rules involving physical property changes, if informal or written warnings go unheeded, the

Executive Committee shall seek a court Injunction to stop or delay such changes. The Resort Rules Committee shall recommend a schedule of monetary fines to the Board of Directors. Upon approval by the Board such fines shall be used in cases where compliance cannot be achieved by other means. If fines remain unpaid they may be assessed against the property in the same manner as unpaid assessments. Property owners shall have the right of appeal to the Board of Directors in disputed cases.

SECTION 10.7. Failure to Enforce By-laws: Failure to enforce any By-Law is not considered as a waiver of the right to do so in the future.

ARTICLE 11 ASSESSMENTS

SECTION 11.1. Agreement to Pay Assessments: Lot owners by acceptance of a Real Estate Purchase Agreement, a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association 1) regular assessments or charges; and 2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Such assessments, together with such interest thereon, and the costs of collection thereof as hereinafter provided shall be a charge on the property and shall be a continuing lien upon the property (lot) against which such assessment is made.

SECTION 11.2. 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 enjoyment of the Common Properties, perimeter subdivision fences, garbage collection, the payment of water and sewer 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 11.3. 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 and partial sewer fees for the properties, and may include management fees together with amount necessary to pay into a reserve account for unexpected expenditures. The Board of Directors may provide for accumulation of reserves for projected needs.

SECTION 11.4. Special Assessments: In addition to the regular assessments authorized in Section 11.3, the Board of Directors may levy special assessments for the purpose of defraying, in whole or

in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including the necessary fixtures and personal property related thereto, provided that any such assessment exceeding \$100.00, per lot, for improvement costs shall be by the approval of two-thirds (2/3) of the votes of members voting in person or by proxy at a meeting duly called for this purpose. Written notice shall be sent to all members at least twenty-one (21) days in advance and shall set forth the purpose of the meeting. Such funds shall be invested at interest until needed.

SECTION 11.4.1 In the event Lot Owners do not maintain their Lots, the Board of Directors will have the work done and a special assessment for the cost of cleaning, trimming, weeding, repair of sprinklers, etc, will be assessed to the Lot Owner. This assessment will be due and payable within thirty (30) days.

SECTION 11.5. Assessment Period: The assessment period of 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 regular assessments must be fixed at a uniform rate for all lots. Special Assessments shall be fixed by the Board of Directors. Special Assessments covered in SECTION 10.4. must be fixed at a uniform rate for all lots.

SECTION 11.6. Non-payment of Assessments: 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.

SECTION 11.6.1 The Board of Directors may bring any appropriate action at law against the owner obligated to pay any Resort assessment.

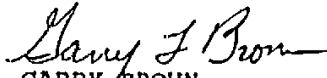
SECTION 11.6.2 In the event that it becomes necessary to file a Lien against any property, all applicable assessments, interest, expenses and/or legal fees connected with this action will be payable by the property owner. Any lien on the property shall bind such property in the hands of the then existing owner, his heirs, representatives and assigns, and becomes the personal obligation of the then existing owner to pay such assessment, and shall remain his personal obligation for the statutory period of the lien and shall not pass to the successors in the title unless expressly assumed by them, in which case such obligation will be joint and several.

SECTION 11.6.3 In the event any legal judgment is obtained, such

judgments shall include all costs to the Resort including those listed in SECTION 11.6.2.. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

ARTICLE 12
ACCEPTANCE

SECTION 12.1 These By-Laws were voted on, approved and adopted by the approval of two thirds (2/3) of the votes of the Registered Members voting in person or by proxy at Annual Meeting of the Winter Haven RV Resort Property Owners Association, held January 17, 1998. This is the current and only set of By-Laws governing the Winter Haven RV Resort Property Owners Association.


GARRY BROWN
President,
Winter Haven RV Resort
Property Owners Association

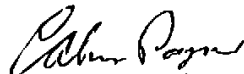

CALVIN PAYNE
Secretary/Treasurer,
Winter Haven RV Resort
Property Owners Association

EXHIBIT C
First Amendment to the Bylaws for Winter Haven RV Resort Property Owners'
Association

AMENDMENT TO BY-LAWS (dated January 17, 1998)

WINTER HAVEN RV RESORT PROPERTY OWNERS ASSOCIATION

AMENDMENT NO. 1

Amendment No. 1, dated January 20, 2001; Amendment No. 2, dated 19 January, 2002; and Amendment No. 3, dated January 18, 2003 are hereby deleted in their entirety and this Amendment No. 1 is hereby incorporated in lieu thereof.

Article 10- Section 10.2 Vehicle or Park Model Requirements: is hereby deleted in its entirety and the following Section 10.2 is substituted in lieu thereof.

ARTICLE 10- SECTION 10.2 Vehicle or Park Model Requirements: All vehicles other than passenger cars or pickup trucks shall be recreational vehicles. No tent trailers, tents, or overnight camping will be allowed. The maximum overall dimensions for RV Vehicles or Park Model Trailers shall be determined by Winter Haven Property Owners Association Building Code which reads: A recreational home (Park Model) shall not exceed a total of EIGHT HUNDRED SQUARE FEET (800) of usable space (Storage and Living Space) measured inside the exterior walls. The distance from the R.V vehicle or Park Model to the street shall be no less than TWENTY (20) FEET and no less than FIVE (5) FEET from the rear of the property line, except that there must be TEN (10) FEET between the RV Vehicle or Park Model and the boundary of the Resort. Units may adjoin the Lot Line on the side opposite the entrance door and must be so oriented that entrance doors conform to the established directional pattern along the street where located. The resort will bare no liability for damages to any structure not possessing a minimum SIX (6) INCH Mow strip on all sides. Washington City Codes must be met and HUD regulations may apply from time to time.

AMENDMENT TO BY-LAWS (dated January 17, 1998)

WINTER HAVEN RV RESORT PROPERTY OWNERS ASSOCIATION

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SECTION 10.2.1. 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.

SECTION 10.2.2. All living units within the park shall be single story units only. Further, basements or any other structure below ground level are not allowed.

DATED: 2/19/03



JACK R. HELSTEN
PRESIDENT

HERSCHEL STOOPS
VICE PRESIDENT

ELSIE HIPWELL
SECRETARY/TREASURER

EXHIBIT D
Second Amendment to the Bylaws for Winter Haven RV Resort Property Owners'
Association

AMENDMENT TO THE BY-LAWS (Dated January 17, 1988)
WINTER HAVEN RV RESORT PROPERTY ASSOCIATION
AMENDMENT NO. 2

Preamble

The purpose of this amendment is to add, delete or modify certain Sections of the by-laws, as appropriate, in order to comply with direction given by the members at a general meeting or at a board meeting held by the Board of directors. It is to be noted that Article 7-Section 2 of the Conditions, Covenants and Restrictions (CC&Rs) states in part that that "The aesthetic beauty of the park must be maintained. This is one of the most important regulation in the CC&Rs. In the event of a misunderstanding, the aesthetic beauty will be determined by the Board of Directors and will be binding.

ARTICLE 2- Section 2.6 Registered Members: Section 2.6.1 This section is hereby deleted in its entirety.

Article 3- Section 3.6.1.1 Lot 1 will not be sold. It is to be held by the Executive Committee for the express use as a possible residence for the resort caretaker-manager or for a person(s) contracted for such duties.

Article 4- Section 4.2. The last sentence of this section is hereby deleted in its entirety.

Article 9- Section 9-4. Budget & Finance: The third and fourth sentences of this section are hereby deleted in their entirety and the following sentences are hereby substituted in lieu thereof: It shall prepare a comprehensive financial statement for submission to the Board of Directors and presentation at the annual meeting of the Association. It shall be responsible for an annual audit of Association books in accordance with the Roberts Rule of Order, providing it does not conflict with Utah State laws.

Article 10- Section 10.3. Use of Lots: This section is deleted in its entirety and the following is substituted in lieu thereof: Article 10- Section 10.3. Use of Lots: All terrain vehicles (ATVs), boats, boat trailers, pick-up shells, a

second RV unit or any other type of vehicle, with the exception of passenger cars, motorcycles and pick-ups will not be allowed on any lot within the resort unless otherwise approved, in writing, by the board of Directors.

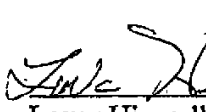
Article 10- Section 10.8. TV Satellite: A small TV satellite dish is permissible, providing it does not diminish the aesthetic view of the park. A large satellite dish is not authorized.

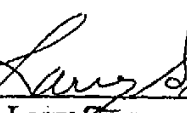
Article 11- Section 11.6. Non payment of Assessments: The second sentence is changed to read: Delinquent assessments shall be fined a late fee of not less than \$25.00 for each month the assessment is past due.

Article 11- Section 11.2. Purpose of Assessments: The words and sewer fees are hereby deleted from this section.

Article 11- Section 11.3. Regular Assessments: The words and partial sewer are hereby deleted from this section.

Dated: 4-23-2007


Lavar Hipwell
President


Larry Gray
Vice President


Phillip Bentley
Secretary/Treasurer

EXHIBIT E
**Third Amendment to the Bylaws for Winter Haven RV Resort Property Owners’
Association**

**WINTER HAVEN RV RESORT
POLICY STATEMENT**
amendment 3

POLICY NO: 07-2

EFFECTIVE DATE: 4/1/2007

DATE APPROVED: 3/23/2007

PURPOSE:

To define the use of golf carts and ATV's on Winter Haven RV Resort streets and grounds.

POLICY STATEMENT"

Golf carts may be used in the park for disabled homeowners after permission is given by the Board of Directors. The homeowner needs to write a letter to the Board requesting the use of a golf cart. The board will respond to the request at the following Board meeting after the request is received. Golf carts are permitted for Resort employees.

ATV's are permitted to drive on the streets and grounds for Resort business ONLY.

DATE OF APPROVAL BY THE BOARD OF DIRECTORS: 3/23/2007

La Var Hipwell
La Var Hipwell, President

DATE: *3/23/07*

Larry Gray
Larry Gray, Vice President

DATE: *3/23/07*

Phil Bentley
Phil Bentley, Secretary/Treasurer

DATE: *3/23/07*

Jack Helsten
Jack Helsten, Buildings

DATE: *3/23/07*

Lyle Wood
Lyle Wood, Grounds

DATE: *3/23/07*

Shauna Peterson
Shauna Peterson, Activities

DATE: *3/23/07*

Jan Fox
Jan Fox, Rules & Regulations

DATE: *3/23/07*

AMENDMENT TO THE BY-LAWS (Dated January 17, 1988)

WINTER HAVEN RV RESORT PROPERTY ASSOCIATION

AMENDMENT NO. 3

ARTICLE 10- SECTION 10.9 Use of Lots:

Each lot owner can use electric ^{golf carts} vehicles through ^{out} Winter Haven Park.
However, each owner must park their electric vehicles in their respective driveways and not on the street. No driver's license is required to operate such vehicles in the park. However, no children may drive these vehicles, only the owners of each respective lot.

Dated: 5 April 2017

~~Orin Nelson, President~~

Kent Larkin, Vice President

Judy Wood, Communications

Nancy Springer, Activities

John Van Horssen, Grounds

Amendment 3

Article 10

Section 10.9

Electric Golf carts

need to void on this

EXHIBIT F
Fourth Amendment to the Bylaws for Winter Haven RV Resort Property Owners' Association

AMENDMENT TO THE BYLAWS (Dated 2 April 2019)

WINTER HAVEN RV PARK
1160 East Telegraph Street
Washington, Utah 84780

AMENDMENT NO. 4

The purpose of this Amendment is to establish **a Code Provision Regarding Tenant Liability** to the By-Laws. This will be a **fining** policy and a written schedule of the fines for the violations and it will all be controlled by Statute.

ARTICLE 1 – Section 1.1 Fines. Any violation of an express term, restriction or requirement in this Declaration, By-Laws or Rules is subject to a fine as described below and such provision of the Declaration, By-Laws or Rules of Winter Haven Board of Directors are incorporated herein.

Notice. After the original written notice is provided as stated above, the Board may assess a fine, **without further notice if:**

- (1) within one year of the written warning the unit owner commits another violation of the same rule or provision identified in the written warning; or
- (2) for a continuing violation, the owner does not cure the violation identified in the written warning and it continues for ten (10) days or more. An initial fine may be assessed for the violation and additional fines may be assessed so long as the violation continues pursuant to the schedule of fines.

Additionally, offenses subject to a fine include, but are not limited to:

- (1) Excessive Noise
- (2) Parking Violations
- (3) Pet Violations
- (4) Nuisance or Unsightly Conditions
- (5) Rental Restrictions
- (6) Architectural or Landscape Violations
- (7) Speeding Violations

Schedule of Fines

1st Notice and Chance to Cure	Warning
2nd Notice of Violation	\$50 for repeat violations. Continuous violations: \$100 every 10 days.
3rd Notice of Violation	\$100 for repeat violations. Continuous violations: \$100 every 10 days.
4th Notice of Violation	\$200 for repeat violations. Continuous violations: \$100 every 10 days.

Cumulative fines for a continuing violation shall not exceed \$500 in any calendar month. No single fine shall exceed \$500.

ARTICLE 2: Request for Hearing. A unit owner who is assessed a fine may request an informal hearing before the Board to dispute the fine within 30 calendar days after the day on which the unit owner receives notice that the fine is assessed. The hearing request shall be conducted in accordance with the procedures below:

- (1) A rule shall treat similarly situated lot owners similarly.
- (2) A rule may:
 - a. vary according to the level and type of service that the association provides to lot owners;
 - b. differ between residential and nonresidential uses; and
 - c. for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner.

- (3) If a lot owner owns a rental lot and is in compliance with Winter Haven's governing documents and any rule that Winter Haven adopts, a rule may not treat the lot owner differently because the lot owner owns a rental lot.
- (4) A rule may:
 - a. limit or prohibit a rental lot owner from using the common areas for purposes other than attending an association meeting or managing the rental lot;
 - b. if the rental lot owner retains the right to use Winter Haven's common areas, even occasionally:
 - i. charge a rental lot owner a fee to use the common areas; or
 - ii. for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner; or
 - iii. include a provision in Winter Haven's governing documents that:
 - 1. requires each tenant of a rental lot to abide by the terms of the governing documents; and
 - 2. holds the tenant and the rental lot owner jointly and severally liable for a violation of a provision of the governing documents.

Dale Swain, President



J. Kent Larkin, Vice President

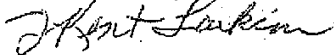


EXHIBIT G
Fifth Amendment to the Bylaws for Winter Haven RV Resort Property Owners' Association

Recorded at the request of:
Winter Haven RV Resort Property Owners' Association
1160 East Telegraph Road
Washington, UT 84780

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**FIFTH AMENDMENT TO THE BYLAWS OF THE WINTER HAVEN RV RESORT
PROPERTY OWNERS' ASSOCIATION**

As more particularly stated herein, this Fifth Amendment to the Bylaws of the Winter Haven RV Resort Property Owners' Association, (hereinafter "Amendment"), amends the following:

- (i) The Bylaws, as adopted January 17, 1998;
- (ii) any and all supplements or amendments to the Bylaws prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "Bylaws").

This Amendment is undertaken pursuant to §16-6a-1010. **Amendment of bylaws by board of directors or members, Utah Revised Nonprofit Corporation Act** which provides that the Bylaws may be amended by Board of Directors of the Association. This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the Property known as "Winter Haven RV Resort", "(described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Bylaws as amended by this Amendment.

Article 3 Board of Directors Section 3.9 Conflicting Interest Transactions

The following amends Article 3 Board of Directors by adding Section 3.9 Conflicting Interest Transactions, and all other terms of the Bylaws and other governing documents shall remain in full force and effect. In the event of a conflict between this Amendment and the Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations ("Governing Documents"), this Amendment shall control.

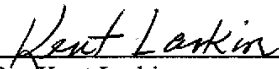
ARTICLE 3, BOARD OF DIRECTORS, OF THE BYLAWS is amended by adding the following:

3.9 Conflicting Interest Transactions: In order to avoid conflicting interest transactions, the following procedure will apply:

- a. A Board Member is a “conflicted Board Member” if the Board Member proposes (i) to accept a gift from a person or business which is a vendor or service provider to the Association; or (ii) to enter into a contract to procure goods or services of any kind or of any value from a vendor or service provider in which that Board Member has a financial, professional, employment, or family relationship.
- b. A conflicted Board Member may not accept a gift from a person or business which is a vendor or service provider to the Association unless (i) the conflicted Board Member has disclosed to the Board the prospective donor, the nature of the gift, and the value of the gift; and (ii) the Board has authorized the receipt of the gift.
- c. The Board may not enter into a contract to procure for the Association goods or services of any kind or of any value from a vendor or service provider involving a conflicted Board Member unless the Board has approved the transaction.
- d. The Board may authorize the receipt of a gift by a conflicted Board Member or a transaction involving a conflicted Board Member by a vote of a majority of disinterested Board Members at a meeting of the Board where a quorum is present.
- e. A conflicted Board Member may be counted towards establishing a quorum for a meeting of the Board in which a decision to authorize the gift or the transaction is made, but the conflicted Board Member may not vote on the motion to authorize the gift or transaction.
- f. The Board may authorize the receipt of a gift by a conflicted Board Member or a transaction involving a conflicted Board Member if the Board has determined that: (i) in the case of a gift, the gift is of such a nature and value that it would not reasonably be expected to cause the donor to exert an influence over the director’s judgment in voting on matters affecting the Association; or (ii) in the case of a transaction for goods or services, the transaction is fair to the Association.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 7th day of March, 2023, and verifies that the amendments were adopted by the vote of the Association’s Board of Directors on the 7 day of March, 2023.

**Winter Haven RV Resort Property Owners’
Association, a Utah nonprofit corporation**


By: Kent Larkin
Its: Vice President