

AMENDMENT NO. 1

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
WORLDWIDE SUN RESORT

aka  
WINTER HAVEN RV RESORT  
1160 East Telegraph St.  
Washington, Utah 84780

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 2. Adult Park is hereby deleted and the following is substituted in lieu thereof:

Section 2. Adult Resort. Winter Haven RV Resort is designated as a Adult Resort. Residency, including Owners and Renter, shall be allowed only if one or more of the occupants are fifty-five (55) years of age or older. Visits by children and/or friends are acceptable for periods of fifteen (15) days or less WITHIN any thirty (30) consecutive days. Any variance of this covenant must be approved by the Board of Directors and the express permission of each adjacent Lot Owner.

ARTICLE V

Covenants for Maintenance Assessments

Section 4. Special Assessments for Capital Improvements and Section 8. Effect of Non-payment of Assessment are changed in part as follows:

Section 4. Line 9. The Special Assessment amount is changed FROM: \$3,000 TO: \$100.

Section 8. The second paragraph is hereby deleted and the following is substituted in lieu thereof:

"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's fees to be fixed by the court, together with the costs of the action.

ARTICLE VII

Prohibition and Controls

Section 4. Living Units and Section 5. Use of Lots are changed in part as follows:

Section 4. Living Units. The following sentence is hereby added: "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 5. Use of Lots. The first sentence of the fourth paragraph is hereby deleted and the following is substituted in lieu thereof: "An Owner or Renter may maintain one (1) only, household dog or cat within their Living Unit. No other animals, fowls, rodents or reptiles of any species may be kept within the Resort. 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."

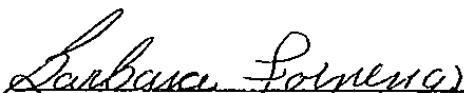
Dated this 21 day of January, 1998

WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC.

aka

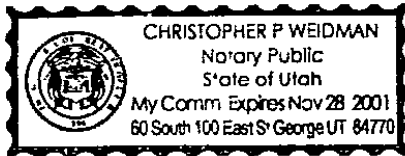
WINTER HAVEN RV RESORT PROPERTY OWNERS ASSOCIATION, INC.

  
Garry Brown, President

  
Barbara Fornengo, Vice President

STATE OF UTAH                    ]
  ] ss
COUNTY OF WASHINGTON        ]

On the 21st day of January, 1998, personally appeared before me Garry Brown and Barbara Fornengo, the signers of the above and foregoing instrument, who being first duly sworn, 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, Inc, a Utah corporation, and that the above and foregoing instrument was signed on behalf of said corporation with a resolution of their Board of Directors



Christopher P. Weidman
Notary Public

My Commission expires 1/28/01 Residing at St. George

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