

**REVISED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
RIO VIRGIN RV PARK**
(A COMMUNITY PROVIDING HOUSING FOR PERSONS 55 YEARS OF AGE OR OLDER)

THIS REVISED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF RIO VIRGIN RV PARK ("Declaration") is made and executed this 16 day of June, 2000, pursuant to Article VIII, Section 9, of the REVISED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (the "Revised Declaration") of said Park, and amends the Revised Declaration, recorded December 9, 1997, as Entry No. 584865, in Book 1156, at Pages 839 through 856, of the records of Washington County, and affects the property described below.

The Revised Declaration of Protective Covenants, Conditions and Restrictions of Rio Virgin RV Park, referred to above, shall be amended, revised and restated in its entirety to read as follows:

RECITALS

Declarant is the Owner of certain real Property (the "Properties") in St. George, Washington County, Utah, which is more particularly described below.

Declarant will convey the Properties subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth.

Declarant desires to provide for the preservation of the values and amenities in Rio Virgin RV Park (the "community") and for the maintenance of open spaces and other common facilities, and to this end, desires to subject the real property described in Exhibit A, hereto, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Properties, the community and each Owner; and

Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community to have a Homeowners' Association, to which is delegated and assigned the powers to maintain and administer the community properties and facilities, and to administer and enforce the covenants, restrictions and provisions of this Declaration, including the collection and disbursement of assessments and charges hereinafter created; and

Declarant has caused, under the laws of the State of Utah, an association to be formed, known as RIO VIRGIN HOMEOWNERS ASSOCIATION (the "Association"), for the purpose of exercising the functions aforesaid, all in accordance with the laws of the State of Utah; and

Declarant has formed a Limited Liability Company and all rights and obligations of the Developer herein shall be deemed to include and inure to the benefit of the Limited Liability Company; and

Declarant intends that the Limited Liability Company, will, for the purposes of administrating and maintaining the community properties and facilities, and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, convey and surrender its right, title and interest in the Properties, as recorded on the Official Plat Map in the Office of the Recorder of Washington County, to the Association upon completion of the Development as hereinafter described; and

The policies and procedures governing the Development as stated herein demonstrate (i) the intent to provide housing for persons fifty-five (55) years of age or older per Living Unit; and (ii) that at least 80% of the Living Units shall be occupied by at least one person fifty-five (55) years of age or older.

DECLARATION

Declarant hereby declares that the Properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Plat of record in the office of the Washington County Recorder. This is for the purpose of protecting the value and desirability of the Properties. This Declaration and the Plat shall be construed as covenants of equitable servitude; shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

The Properties are located in St. George, Washington County, Utah, and are described as:

SEE EXHIBIT "A" THAT IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

ARTICLE 1 -- DEFINITIONS

The following definitions control in this Declaration. These terms, though defined, are generally not capitalized in the Declaration.

Section 1.1. Declaration means this instrument, and any amendments.

Section 1.2. Plat or Map means the subdivision plat for Rio Virgin RV Park on record with the Washington County Recorder, or any replacements thereof, or additions thereto.

Section 1.3. Property or Properties means that certain real Property hereinbefore described, and such additions thereto as may hereafter be subjected to this Declaration.

Section 1.4. Common Area means that portion of Property owned by the Association, shown on the Plat as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners.

Section 1.5. Limited Common Area means that portion of Property owned by the Association, shown on the Plat as Limited Common Area. Unless otherwise provided by written declaration or conveyance, the Owner of the Lot to which such Limited Common Area is adjacent and/or appurtenant has the use and enjoyment of that Limited Common Area and may exclude other Owners therefrom. Limited Common Area is subject to the covenants, conditions and restrictions set forth in this Declaration.

Section 1.6. Lot means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes the Common and Limited Common Areas.

Section 1.7. Owner means the entity, person, or group of persons owning fee simple title to any Lot which is within the Properties. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one "Owner."

Section 1.8. Association means Rio Virgin Homeowners Association, its successors and assigns.

Section 1.9. Member means every person or entity who holds membership in the Association. Every Member is an Owner, and every Owner is a Member.

Section 1.10. Trustees means the governing body of the Association.

Section 1.11. Declarant and/or Developer means H. Leon Blake, Billie Blake, and Gary Davis and the Declarant's heirs, successors and assigns.

Section 1.12. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Section 1.13. Act shall mean and refer to the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42.U.S.C. Section 3601, et seq., and shall include any future changes or amendments.

Section 1.14. Familial Status shall mean and refer to

- a. One or more individuals who have not attained the age of eighteen (18) years, being domiciled with:
- (1) A parent or another person having legal custody of the individual or individuals;
 - (2) The designee of the parent or other person having custody, with the permission of the parent or other person;
- b. A parent or other person in the process of acquiring legal custody of one or more individuals who have not attained the age of eighteen (18) years; and
- c. A person who is pregnant.

Section 1.15 Living Unit shall mean any structure, located within the community, which is built or manufactured for use as a dwelling and which meets all conditions and requirements set forth herein.

Section 1.16 Occupant shall mean and refer to any person residing in a Living Unit.

Section 1.17 Approved Occupant shall mean and refer to any person who has met the minimum age requirements and who has submitted all the necessary age verification documents. An Approved Occupant is not necessarily a Member.

Section 1.18 Renter or Tenant of Owner shall mean and refer to any person who rents or leases a Lot, or a Lot and Living Unit from an Owner.

Section 1.19 Single Family shall mean and refer to not more than three (3) Approved Occupants. Multiple family dwellings are not included in this definition and are not allowed in the community.

Section 1.20 Utilities shall mean and refer to public utilities, including, but not limited to sewer, water, drainage, natural gas, telephone, electricity, and cable television.

Section 1.21 Conveyance shall mean and refer to actual conveyance of fee title of any Lot to any Owner by a warranty deed, or other document of title, and shall not mean the mere execution of an installment sales contract.

ARTICLE 2 -- PROPERTY RIGHTS

Section 2.1. Title to the Common Area The Developer shall convey the Common Area and Limited Common Area to the Association. The Developer retains and reserves the right to use, go upon, and improve the Common Properties until such time as it has completed improvements thereon and until such time as the Association is able to maintain the same. Said conveyance shall be made free and clear of any mortgage or other encumbrance upon the Common Area and Limited Common Area.

Section 2.2. Owners' Easements of Enjoyment Every Owner has a right and easement of use and enjoyment in and to the Common Area and Limited Common Area. This easement is appurtenant to and passes with the title to every Lot, subject to:

- (a) The right of the Association to charge reasonable admission, use, service and other fees for the use of any service provided by the Association upon the Common Area, or parking facility situated upon the Common Area. No fees shall be charged for parking specifically designated on the Plat as appurtenant to a Lot.
- (b) The right of the Association to limit the number of guests of Members using the Common Area.
- (c) The right of the Association, as provided in its Bylaws, to suspend the voting rights of a Member and to deny said Member his/her enjoyment rights for any period during which any assessment against his/her Lot remains unpaid for more than thirty (30) days, and to suspend his/her voting rights for infractions of published community rules and regulations, if such infractions are not corrected within a reasonable length of time after proper notification of such infractions.
- (d) The right of the Association to enter into agreements or leases which provide for use of the Common Area and facilities by a similar association, in consideration for use of the Common Area and facilities of the other association, or for cash consideration.
- (e) The right of the Association, with the approval of sixty-seven percent (67%) of each class of Owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility.
- (f) The right of the Association to grant easements for public utilities or other public purposes

- consistent with the intended use of the Common Area by the Association.
- (g) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
 - (h) The terms and conditions of this Declaration.
 - (i) The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the Common Area.

Section 2.3. [Reserved]

Section 2.4. Delegation of Use. An Owner or one having a right of use of facilities, is deemed to delegate any right of enjoyment to the Common Area and facilities to family members, tenants, or contract purchasers who reside within the Properties, subject to community rules, Association bylaws and this Declaration. Damage caused to the Common Area and facilities, including personal property owned by the Association, by a Member, or by a person who has been delegated the right to use and enjoy such Common Area and facilities by a Member, shall create a debt to the Association. Debts owed to the Association as a result of damage to the Common Area, facilities or personal property shall be an assessment charged to the Lot Owner.

Section 2.5. Rules. The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within the Properties. These rules of the Association shall be written and shall be made available to the Members for inspection.

Section 2.6. Professional Management. The Trustees may employ a manager or contract with an independent contractor or management agent to perform all of or any part of the duties and responsibilities of the Association which are properly the subject of delegation. The manager shall be responsible for managing the Properties for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association, including, but not limited to the fiscal responsibilities of collection of assessments and the payment of bills as they become due.

ARTICLE 3 -- MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation, unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

Section 3.2. Voting Rights The Association has two classes of voting membership:

(a) CLASS A. Class A Members are all Members with the exception of the Declarant. Class A Members are entitled to one vote for each Lot owned. When more than one person is an Owner of any Lot, such co-Owners shall be and constitute one Member for voting purposes. The vote for any such Lot shall be exercised as the co-Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned, unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

(b) CLASS B. The Class B Member is the Declarant. The Class B Member is entitled to three (3) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) on the 1st day of August, 1998; or
- (2) at such earlier date as the Declarant considers the development seventy-five percent (75%) or more completed and so notifies the Owners in writing.

Section 3.3. Authorization to Vote. In the event that any Owner, after having been given notice of action requiring a vote of the Members of the Association, which notice is given in accordance with the provisions of this Declaration or the Association's bylaws, fails to register its vote in person or by written proxy, then such Owner shall be deemed to have appointed the President of the Association, or the President's duly appointed delegate, as Owner's attorney in fact to execute a proxy on Owner's behalf, whereby Owner's vote shall be cast in accordance with the majority recommendation of the Board of Trustees.

ARTICLE 4 -- FINANCES AND OPERATIONS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association (1) annual or monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties; and (b) for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose. The assessments must provide for, but are not limited to, the payment of taxes on Association Property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common Areas; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those Common Areas which must be replaced on a periodic basis; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges including (without limitation) maintenance, management, utility, cable television, trash collection, sewer and water charges.

Section 4.3. Assessments.

(a) Regular Assessments. The regular monthly assessments shall be one hundred percent (100%) of the actual monthly costs of maintenance and operation of the Common Areas and other facilities, payment of insurance premiums for the Common Areas and other facilities, and the estimated monthly water fees for the Properties, and may include a reasonable management fee. The Board of Trustees of the Association may, after consideration of the current maintenance costs and future needs of the Association, also provide for accumulation of reserves to meet projected needs or unexpected expenditures.

(b) Maximum Assessment. Until January 1 following recording of this Declaration, the maximum monthly assessment shall be Sixty Dollars (\$60.00) per Lot. This amount shall be the basis of calculation for future maximum assessments. From and after the foregoing date, the Trustees may increase the maximum assessment for any month, by not more than ten percent (10%) above the maximum assessment for the previous month, without a vote of the Members. The Members may change the basis and maximum of the assessments fixed by this Section prospectively for any monthly period; provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of each class of Members, voting in person or by proxy, at a meeting duly called for such purpose, and, provided further, that in no event shall the level of assessment be less than the actual operating expenses which are the obligation of the Association.

The actual monthly assessment need not increase monthly. The Trustees shall set the actual monthly assessment on a monthly basis. Notice of monthly assessments shall be given to each Owner as provided in this Declaration.

Section 4.4. Special Assessments for Capital Improvements. In addition to regular assessments authorized herein, the Trustees of 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 special assessment exceeding three thousand dollars (\$3,000.00) in improvement costs shall require Member approval by affirmative vote of at least two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 4.5. Additional Assessments. In addition to regular assessments and special assessments for capital improvements, as authorized herein, the Trustees of the Association shall levy

such additional assessments as may be necessary from time to time for the purpose of repairing and restoring any damage or destruction to streets or other Common Areas resulting from the activities of the City of St. George in maintaining, repairing or replacing the City's utility lines and facilities thereon. It is acknowledged that the community is the owner of said utility lines, underground facilities or otherwise, up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

Section 4.6. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all Members at least thirty (30) days in advance of said meeting, which notice shall specifically set forth the purpose for such meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) or more of all the votes of each class of membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.7. 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 Trustees to reflect current costs of maintenance and operations. All assessments must be fixed at a uniform rate for all Lots.

Section 4.8. Date of Commencement of Regular Assessment; Due Dates. The regular assessments provided for herein shall commence and become due and payable on the first day of each month beginning on the month of the closing of the purchase of any Lot by an Owner. Assessment amounts paid by the seller in the month of sale of any Lot shall be prorated between the buyer and seller, by the title company or escrow agent, to the first of the following month. In the absence of a determination by the Trustees as to the amount of a regular assessment, the regular assessment shall be an amount equal to ninety percent (90%) of the maximum assessment determined as provided above. Furthermore, the Trustees may provide for the payment of special assessments in installments.

The Trustees shall prepare and maintain a roster of the Lots and the assessments applicable thereto, which roster shall be kept by the Treasurer of the Association or the Treasurer's delegate, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times. The Association shall, upon demand, and for a reasonable charge, furnish a writing setting forth whether the assessment on a specified Lot has been paid. Such writing, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 4.9. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid. In addition, the Trustees may assess a late fee for each regular assessment payment which is not paid within ten (10) days of the due date thereof.

The Trustees may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the Property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent Member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association, which it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of the Lot.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender or insured by the Federal Housing Administration or the Veterans Administration if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after taking title or from the lien of such later assessments.

Section 4.11. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements, which shall all be available for inspection by Owners, and by holders, insurers or guarantors of first mortgages, during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. An Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records relating to the specific Lot for which such person is a holder, insurer or guarantor, at its own expense so long as the results of the audit are provided to the Association.

ARTICLE 5 -- INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Trustees shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular assessments made by the Association.

Section 5.2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lots to cover the additional cost of repair or replacement not covered by the insurance proceeds, which may be in addition to any other assessments made against such Lots.

In the event of damage or destruction by fire or other casualty to any portion of the community covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the Members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

Section 5.3. Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the Common Area and Limited Common Area for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 5.4. Fidelity Insurance. The Trustees shall obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Trustees shall seek a policy which shall (1) name the Association as obligee or beneficiary, (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 5.5. Annual review of Policies. All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to protect the Association from potential liability and/or to make any necessary repairs or replacements of property which may be damaged or destroyed.

Section 5.6. Insurance for Trustees, Officers and Agents. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

ARTICLE 6 – ARCHITECTURAL CONTROL COMMITTEE

Architectural Control and Building Restrictions. No dwelling, structure, building, fence, wall or addition, extension or expansion shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration to any Lot or dwelling be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, size and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval and compliance with this article will be deemed to have been satisfied.

ARTICLE 7 – OCCUPANCY RESTRICTIONS

Section 7.1. Approved Occupant Status. The community is a 55 years of age or older housing facility and anyone who, by virtue of acquiring any property in the community, is bound by the provisions of this Declaration, and shall be obligated, by law, to adhere to all requirements that the Developer and or Association has set forth in this Declaration, together with the Bylaws, Rules and Regulations adopted by the Association.

Section 7.2. Occupancy by at Least One Person Fifty-Five (55) Years of Age or Older per Living Unit. To maintain an exemption under the Housing for Older People Act (HOPA) for housing of older persons, at least eighty percent (80%) of the Living Units must be occupied by at least one person fifty-five (55) years of age or older. The primary purpose for permitting twenty percent (20%) of the units to be occupied by persons younger than fifty-five (55) is: (1) the individual is the surviving spouse or cohabitant of a former occupant; (2) the individual inherited the property from a former occupant; (3) the individual has relatives in the community who would benefit from their residence nearby; (4) the individual is a nurse or other medical professional whose presence would be beneficial to residents of the community. It is expressly provided that the Association shall not set aside a certain number of Living Units for persons under fifty-five (55) years of age. Persons under fifty-five (55) years of age who were residing in any Living Unit when the 55-and-older declaration was made may continue to reside in the community, but shall be required to comply with the fifty-five (55) years and older occupancy requirement if the property is sold, leased, or otherwise conveyed in any respect.

Section 7.3. Visitors. Persons who are not "Approved Occupants" shall not be permitted to permanently occupy any Living Unit within the community, however, such persons may be considered as visitors. As set forth in HOPA, the community is exempt from prohibition against discrimination on the basis of "Familial Status", as defined in Article 1, Section 1.14, thereby permitting the following restriction within the community: NO LIVING UNIT MAY BE OCCUPIED BY ANY PERSON UNDER EIGHTEEN YEARS OF AGE", except that such persons under eighteen may be permitted to visit for reasonable periods as the Association shall set forth in its Bylaws and/or Rules and Regulations. Adult visitors shall be allowed to visit for a reasonable amount of time. Rules and Regulations adopted by the Association shall not discriminate between adults and children.

Section 7.4. Advertising, Marketing and Sale of Lots. Any advertising, marketing or sales materials relating to a Lot within the community must contain language that reflects that the community is intended as "housing for persons age 55 or older."

Section 7.5. Resale or Rental: Obligation of Owner; Contents of Agreements. All Owners desiring to rent, lease or sell their Lot(s), including "For Sale by Owners" are required to have any prospective tenants or buyers complete the age verification document and verify their ages with some form of formal proof of age document.

Any sale and lease or rental agreement shall be in writing and shall be compatible with the intent of the community to be operated as a 55-and-older facility. Any lease or rental agreement shall be in writing and shall provide that (1) the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, (2) that any failure by a tenant to comply with the terms of such documents shall be a default under the lease, and (3) shall contain a statement which is substantially similar to the following:

"The Rio Virgin RV Park is a fifty-five (55) and older community, developed to provide Housing For Persons 55 Years of Age or Older, as that housing is defined by federal law, including the Fair Housing Act (the "Act"). As such, it is the policy of the Rio Virgin Homeowners Association (the "Association") to prohibit permanent residence of persons under eighteen (18) years of age, as is permitted under an exemption of the Act. Each grantee of a deed for a lot within the properties acknowledges by acceptance of that deed that this purpose of the development, and the facilities within the development designed for fifty-five (55) and older, are a significant consideration in the purchase of the lot. A dwelling on a lot must be occupied by at least one person over the age of fifty-five (55), or by the surviving spouse of a person over the age of fifty-five (55) who has occupied the dwelling. Each resident or occupant must provide such information as may be required by the Association for verification of age and to otherwise comply with applicable Association and governmental regulations which preserve this status for the community."

Sales contracts, by Utah State law, have to be on state approved forms. Notwithstanding this use of an approved form, some means of FULL DISCLOSURE must be made to a prospective buyer as to the status of the community as a 55 years of age or older facility and sales persons shall have age verification forms completed with some form of proof of age or affidavit attached at the time an offer to purchase is made.

Section 7.6. Records. The Association shall file, maintain, update and retain all verification of age documents and shall be able to produce these records on the filing of a discrimination complaint and/or a request of any person, as required by paragraphs 100-307 of HOPA. These inspections shall normally require reasonable notification and shall be by appointment.

ARTICLE 8 -- USE RESTRICTIONS

Section 8.1. General Use Restrictions. Except as otherwise provided herein, the Properties which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to community buildings located on the Common Area.

Section 8.2. Authority to Prohibit and Control. Any person, company, corporation, trust and/or any other entity, by virtue of purchase, inheritance, gift or other means of obtaining an ownership interest in any Lot in Rio Virgin RV Park shall be bound to this Declaration. Acquisition of property in Rio Virgin RV Park shall also require all Owners to be bound and to obey the Bylaws, Rules and Regulations of the Association and/or community, which may be adopted from time to time by the Trustees.

Section 8.3. Vehicle Requirements. Any vehicle remaining semi-permanently positioned on the Properties and intended to be a Living Unit, shall be a recreational vehicle ("R.V."). All R.V.'s shall be parked, while in use as a Living Unit, on a designated parking pad and the total length of any R.V. and its towing vehicle shall not exceed the length of the Lot, unless otherwise approved by the Trustees or Architectural Committee.

Section 8.4. Use of Lots. No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a single family private residence for the Owner and the Owner's family or the Owner's lessee, tenant, or guests.

Section 8.5. Commercial Use. No commercial activities of any kind whatsoever shall be conducted in any residence or on any portion of any Lot located on the Properties.

Section 8.6. Health and Enjoyment. The use of any Lot by an Owner, Member or other resident shall not endanger the health or disturb the reasonable enjoyment of any other Owner, Member or resident.

Section 8.7. Prohibited Dwellings or Structures. Mobile homes, manufactured homes and tent trailers are prohibited. No tents or outdoor overnight camping will be allowed on the Properties.

Section 8.8. Application of Restrictions. Use of any Lot, or portion thereof, or of any Common Area or facilities located on the Properties, by Owners, Members, family members, tenants, contract purchasers, or guests of any of the foregoing, shall be subject to this Declaration and to the Restrictions contained in this Article 8.

Section 8.9. Developer Exceptions. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Developer to maintain during the period of construction and sale of Lots, upon such portion of the Properties as the Developer deems necessary, without unreasonable adverse impact upon any Lot or Owner, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Lots, including, but without limitation, a business office, storage area, construction yard, signs, and sales office.

Section 8.10. Permanent Residence Limitations. Other than on those Lots where a Recreational Vehicle pad has been permitted, in no event shall any Recreational Vehicle, camper, trailer, tent trailer, or motor home be used for a permanent residence in or on the Common Area or any unimproved Lot. Other than as provided above, Recreational Vehicles must be parked in designated Recreational Vehicle parking areas and no more than one (1) Recreational Vehicle will be permitted or maintained upon any Lot.

Section 8.11. R.V. Limitations. All Lots shall be used only for R.V. concrete pads, homes built on site or commercially built Recreational Vehicles (R.V.'s) (including Park Model R.V.'s) not more than ten (10) years old at the time of their first use on the Lot. Exceptions to this may be granted by the Trustees or Architectural Control Committee upon a showing that the R.V. is in good condition, which determination shall be made in the sole discretion of said authority.

Section 8.12. Outdoor Burning. No outdoor burning of trash or other debris shall be permitted. This shall not prohibit the use of a normal residential barbecue or other similar outside grill.

Section 8.13. Storage of Property. No utility trailer, boat trailer, boat, camper, camp trailer, or pickup shell shall be stored overnight on any Lot within the community. There will be designated storage areas within the community that may be used, and a charge for said use, if any, shall be at the discretion of the Association. Use of storage areas shall be controlled by rules established from time to time by the Trustees.

Section 8.14. Signage Restrictions. No sign or billboard, temporary or permanent, other than "For Rent" or "For Sale" signs, shall be erected or installed, placed, permitted or maintained on any Lot, except the name of the Owner and the Lot number, unless the sign is that of a realtor, builder, sale by owner and/or property management company.

Section 8.15. Outdoor Laundry Facilities. No laundry may be dried in any location on any Lot unless completely enclosed and screened from view from any other Lot. No outside clothes-lines may be erected or maintained.

Section 8.16. Animals and Pets. No animals, livestock, fowl, or reptiles shall be raised, bred or kept on the Properties, except household dogs, cats or pets owned and kept by the Owner of the Lot on which they are kept. No animal shall be allowed off the Lot of the Owner EXCEPT ON A LEASH; and no dog, cat, or other pet shall be kept on any Lot by anyone if, in the discretion of the Association, that pet is or becomes a nuisance, threat or otherwise is objectionable to surrounding Owners. NO DOGS, CATS OR OTHER HOUSEHOLD PETS WILL BE ALLOWED TO REMAIN OUTSIDE A DWELLING BETWEEN DUSK AND DAWN, UNLESS AT ALL TIMES ACCOMPANIED AND LEASHED BY THE OWNER. Each Owner shall be responsible for the clean up of his/her pet's waste and shall not permit his/her pet to excrete any waste on the Common Area or on the property of any other Owner.

Section 8.17. Tanks and Water Systems. No elevated tanks, or water supply systems of any kind shall be erected, or placed or permitted on any Lot.

Section 8.18. Other Storage. No Lot shall be used in whole or part for the storage of rubbish, trash, used or new metal, trucks, automobiles, or machines in whole or in parts. No type of inoperable

motor vehicle, which is inoperable for any reason, shall be permitted to be parked upon any street, Lot or portion of the Properties. This clause is expressly intended to prohibit inoperable vehicles; however, it does not prohibit the parking of regularly used and operating vehicles.

Section 8.19. Nuisances. No personal property, substance, thing or material shall be kept on any Lot or any part thereof that will emit foul or noxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding Owners, or will cause the Lot or any part thereof to appear in an unclean or untidy condition.

Section 8.20. Overnight Parking. No on-street overnight parking is permitted within the community except in designated areas as established by Trustees of the Association.

Section 8.21. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Trustees.

Section 8.22. Ground Disturbance. No drilling, quarrying or mining operations of any kind shall be permitted upon or in any Lot or upon the Common Area.

Section 8.23. Alteration of Common Area. No facilities, fixtures or other improvements shall be altered, constructed, or removed from the Common Area, except with the written consent of Trustees.

Section 8.24. External and Rooftop Appliances. No large television or radio antennas, satellite dishes, or other external antennas or rooftop appliances, other than roof mounted heat pumps or coolers, of any type or style shall be erected, placed, or maintained upon any of the Properties, or in front of or at the side of any building constructed thereon without the prior written approval of the Trustees or Architectural Control Committee and said authorities shall have the right to remove or cause removal of any such items erected, placed, or maintained without said prior approval. This clause prohibits radio or television transmitting stations.

Section 8.25. Lot Maintenance. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners within the community.

Section 8.26. Motor Vehicle Repairs. No major repairing or overhauling of cars, trucks or other motor vehicles is permitted on any Lot, or on the streets, driveways, or parking areas of the community.

Section 8.27. Abatement of Nuisance. Any act or omission, whereby any restriction, condition, or covenant as set forth in this Declaration, if violated in whole or in part, is declared to be and shall constitute a nuisance, may be abated by the Association or affected Owner(s). Any remedy or remedies shall be deemed to be cumulative and not exclusive.

Section 8.28. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or any portion thereof, or which shall in any way interfere with the quiet enjoyment of any Owners or which shall in any way increase any rate of insurance on the Properties.

Section 8.29. Garbage Removal. The Owner or occupant of each Lot shall regularly remove all rubbish, trash and garbage from the Lot and such items shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Section 8.30. Interior Utilities. All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

ARTICLE 9 -- EASEMENTS

Section 9.1. Encroachments. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and

does exist. In the event the structure containing Lots is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 9.2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the Properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Properties, provided that all such services shall be placed underground. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties in such a way as to unreasonably encroach upon or limit the use of the Common Area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on the Properties without conflicting with the terms hereof.

Section 9.3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common Area in the performance of their duties.

Section 9.4. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair.

Section 9.5. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE 10 -- GENERAL PROVISIONS

Section 10.1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the non-prevailing party in such enforcement action shall pay to the prevailing party a reasonable attorney's fee.

Section 10.2. Penalties. The Trustees may levy a fine or penalty against any Owner or occupant who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing. The amount of any fine or penalty imposed for a violation shall be within the reasonable discretion of the Trustees, may be imposed for each day the violation remains uncured or continues with each such day being treated as a separate violation, and, except as otherwise established by written rule or policy of the Association, the fine or penalty for any single violation shall not exceed the greater of (a) ten percent (10%) of the sum of twelve (12) regular assessments at the then existing regular assessment rate, or (b) the actual cost of remedying and enforcing such violation, including a reasonable attorney's fee.

Section 10.3. Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Association and Owners, their successors, heirs and assigns, shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 10.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 10.5. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by affirmative vote of not less than sixty-seven percent (67%) of each class of Members. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

Section 10.6. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of membership votes outstanding in connection with the Class of membership concerned.

The following additional provisions shall govern any application of this Section 10.6:

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

(b) The total number of votes required for authorization or approval under this Section shall be determined as of the date on which the last consent is signed.

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

(d) With respect to Lots in which more than one Member holds an interest, the consent of one Member having an interest in a Lot shall be effective as to that Lot, unless the Association is notified, in writing within ten (10) days of the giving of such consent of the objection of one or more of the other Members holding an interest in the same Lot.

Section 10.7. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postage paid, to the last known address of the person who is entitled to receive it.

Section 10.8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 10.9. Waivers. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 10.10. Captions and Headings. The captions and headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE 11 -- ARBITRATION

In the event a dispute should arise as to the application, interpretation or affect of this Declaration, or any condition, covenant, restriction or provision hereof, either between an Owner and the Association or between Owners, then the matter shall be submitted to arbitration, with the agreement of all parties, by appointing three (3) arbitrators. Each side to any such dispute shall appoint an arbitrator and said arbitrators shall choose the third arbitrator. A determination of the matter signed by two of the arbitrators shall be binding upon all parties and the cost of such arbitration shall be divided equally between the adverse parties. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then that other party shall have the right and power to choose both arbitrators who will in turn choose the third arbitrator.

ARTICLE 12 -- INDEMNIFICATION

Section 12.1. Indemnification: Third Party Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative

(other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 12.2. Indemnification: Association Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 12.3. Determination To the extent that a Trustee, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 12.1 or 12.2 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 12.1 or 12.2 hereof shall be made by the Association only upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 12.1 or 12.2 hereof. Such determination shall be made either (1) by the Trustees, by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit, or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the Members by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

Section 12.4. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final vote of a quorum of the Trustees and upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent, or repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

Section 12.5. Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, Officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 12.6. Payments Out of Common Expense Fund. All payments made pursuant to this Article shall constitute expenses of the Association and shall be paid with funds provided by regular or special assessments, pursuant to the Declaration.

ARTICLE 13 -- ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 5th day of April, 2000.

Declarant:

Rio Virgin Homeowners' Association:

H. Leon Blake
H. Leon Blake

By: Jack Spatman
Its: Pres of Board

Billie Blake
Billie Blake

Attest:

Gary Davis
Gary Davis

By: Loren D. Cahoon
Its: Secretary

STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

On this 5th day of April, 2000, before me personally appeared H. Leon Blake, Billie Blake and Gary Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged before me that they signed it voluntarily for its stated purpose.

Herbert B. Van Vliet
NOTARY PUBLIC
Address: 720 River Road
My Commission Expires: 2001-9-9
HERBERT B. VAN VLIET
Notary Public
State of Utah
My Commission Expires Aug. 9, 2001
720 River Rd. #200, St. George, UT 84790

STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

The foregoing instrument was acknowledged before me this 5th day of April, 2000, by Jack L. Spatman and Loren D. Cahoon, the President and Secretary respectively, of Rio Virgin Homeowners' Association, a Utah non-profit corporation.

Herbert B. Van Vliet
NOTARY PUBLIC
Address: 720 River Road
My Commission Expires: 9 AUG 2001
MD:RV/Rio Virgin 10198.00lcc&r Revised 020300 md
HERBERT B. VAN VLIET
Notary Public
State of Utah
My Commission Expires AUG. 9, 2001
720 River Rd. #200, St. George, UT 84790

Exhibit "A"

Parcel 1:

Beginning at a point which is S 0°26'05" E. along the center Section line 398.87 feet from the North Quarter Corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, Washington County, Utah; and running thence N. 46°04'48" E. along the South line of an 80.00 foot road 515.34 feet to the most Westerly corner of "The Palms of St. George", an Official Subdivision in said Section 27; thence along the West line of said subdivision for two courses as follows: S 11°30'31" E. 264.05 feet, thence S 25°35'27" E. 161.20 feet, thence S 04°03'06" W. 299.93 feet, thence S 16°26'11" E. 77.26 feet, thence S 61°00'00" W. 291.25 feet, thence N 35°00'00" W. 12.12 feet, thence N 09°00'00" W. 350.08 feet to a point of a 300.00 foot radius curve to the left; the radius point of said curve bearing S 81°00'00" W., thence 29.61 feet Northwesterly along the arc of said curve, thence S 78°49'20" W. 0.85 feet; thence N 86°30'00" W. 76.92 feet; thence N 19°30'00" W. 71.26 feet; thence N 53°17'40" W 30.41 feet; thence N 27°55'00" W 98.00 feet to the point of beginning.

(continued)

Parcel 2:

Beginning at a point on the Southerly Right of Way line of Riverside Drive, said point being also South $0^{\circ}26'05''$ East 398.87 feet along the center Section line from the North $1/4$ corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being also the most Westerly corner of Rio Virgin R.V. Park Phase 1, according to the Official Plat thereof, records of Washington County and running thence along the Westerly boundary of said Phase 1 the following nine courses; South $27^{\circ}55'00''$ East 98.00 feet; thence South $53^{\circ}17'40''$ East 30.41 feet; thence South $19^{\circ}30'00''$ East 71.26 feet; thence South $86^{\circ}30'00''$ East 76.92 feet; thence North $78^{\circ}49'20''$ East 0.85 feet to a point of a curve to the right, the radius point of which bears South $75^{\circ}20'40''$ West, 300.00 feet distant; thence Southerly along the arc of said curve through a central angle of $5^{\circ}39'20''$, a distance of 29.61 feet to the point of tangency; thence South $9^{\circ}00'00''$ East 350.08 feet; thence South $35^{\circ}00'00''$ East 12.12 feet; thence North $61^{\circ}00'00''$ East 26.27 feet; thence leaving said Westerly boundary South $9^{\circ}00'00''$ East 8.86 feet to the point of an 85.00 foot radius curve to the left; thence Southerly along the arc of said curve through a central angle of $12^{\circ}25'58''$, a distance of 18.44 feet to a point on the G.L.O. Meander line of the right Bank of the Virgin River; thence South $60^{\circ}05'53''$ West 480.04 feet along said Meander line; thence North $29^{\circ}00'00''$ West 73.75 feet; thence North $9^{\circ}18'11''$ East 38.23 feet; thence North $29^{\circ}00'00''$ West 70.48 feet; thence North $16^{\circ}08'43''$ East 42.53 feet; thence North $9^{\circ}00'00''$ West 79.81 feet; thence North $22^{\circ}28'21''$ West 35.23 feet; thence North $23^{\circ}55'00''$ West 83.30 feet; thence North $75^{\circ}50'09''$ West 35.34 feet; thence North $43^{\circ}55'12''$ West 134.20 feet to a point on the Centerline of said Riverside Drive; thence North $46^{\circ}04'48''$ East 498.04 feet along said centerline; thence South $43^{\circ}55'12''$ East 40.00 feet to the point of beginning.

Parcel 3:

All of Lot 151, Rio Virgin R.V. Park Phase 2, according to the Official Plat thereof on file in the Office of the Recorder of Washington County, State of Utah.

(continued)

Parcel 4:

Beginning at a point on the centerline of "Riverside Drive", said point being also South 89°11'39" West 393.49 feet along the section line and South 0°48'21" East 710.05 feet from the North Quarter Corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being also the most Westerly corner of "Rio Virgin R.V. Park Phase 2", according to the Official Plat thereof, Records of Washington County and running thence along the Westerly boundary of said Phase 2 the following eight courses South 43°55'12" East 134.20 feet; South 75°50'09" East 35.34 feet; South 23°55'00" East 83.30 feet; South 22°28'21" East 35.23 feet; South 9°00'00" East 79.81 feet; South 16°08'43" West 42.53 feet; South 29°00'00" East 70.48 feet; South 9°18'11" West 38.23 feet; thence South 61°00'00" West 174.78 feet to the point of a 25.00 foot radius curve to the left; thence Southwesterly 16.09 feet along the arc of said curve through a central angle of 36°52'12" to the point of a 50.00 foot radius reverse curve to the right; thence Northwesterly 129.19 feet along the arc of said curve through a central angle of 148°02'22" to the point of a 25.00 foot radius reverse curve to the left; thence Northwesterly 16.09 feet along the arc of said curve through a central angle of 36°52'12" to the point of tangency; thence North 44°42'01" West 129.14 feet to the point of a 25.00 foot radius curve to the left; thence Westerly 38.93 feet along the arc of said curve through a central angle of 89°13'11" to the point of tangency; thence South 46°04'48" West 55.35 feet; thence North 10°07'33" West 36.10 feet; thence North 43°55'12" West 134.20 feet to a point on the centerline of "Riverside Drive"; thence North 46°04'48" East 455.00 feet along said centerline to the point of beginning.

(continued)

Parcel 5:

Beginning at the Southeast corner of Rio Virgin R.V. Park Phase 3, according to the Official Plat thereof, Records of Washington County, said point being South 89°11'39" West 196.36 feet along the section line and South 0°48'21" East 1145.93 feet from the North quarter corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence South 29°00'00" East 73.75 feet along the West line of Lot 91, Rio Virgin R.V. Park Phase 2; thence South 60°05'53" West 307.35 feet; thence North 44°42'01" West 285.56 feet to a point on the Southerly boundary line of said Rio Virgin R.V. Park Phase 3; thence along said boundary line the following seven (7) courses; North 46°04'48" East 55.35 feet to the point of a 25.00 foot radius curve to the right; thence Southeasterly 38.93 feet along the arc of said curve through a central angle of 89°13'11" to the point of tangency; thence South 44°42'01" East 129.14 feet to the point of a 25.00 foot radius curve to the right; thence southeasterly 16.09 feet along the arc of said curve through a central angle of 36°52'12" to the point of a 50.00 foot radius reverse curve to the left; thence Southeasterly 129.19 feet along the arc of said curve through a central angle of 148°02'22" to the point of a 25.00 foot radius reverse curve to the right; thence Northeasterly 16.09 feet along the arc of said curve through a central angle of 36°52'12" to the point of tangency; thence North 61°00'00" East 174.78 feet to the point of beginning.

Parcel 6:

Beginning at a point which lies South 89°11'39" West 725.63 feet along the section line and South 0°48'21" East 1021.02 feet from the North 1/4 corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being a point on the center line of Riverside Drive and the West Boundary line of Rio Virgin R.V. Park Phase 3 and running thence along the West boundary line of Rio Virgin R.V. Park Phase 3 and 3-A Amended the following three (3) courses: South 43°55'12" East 134.20 feet; thence South 10°07'33" East 36.10 feet; thence South 44°42'01" East 301.91 feet; thence leaving said West boundaries and running South 61°20'26" West 5.20 feet; thence South 28°35'41" West 101.94 feet to a point on the North meander line of the Virgin River; thence along said meander line the following five (5) courses: South 56°22'17" West 261.25 feet; thence South 65°36'25" West 214.43 feet; thence South 59°43'11" West 253.11 feet; thence South 39°08'26" West 132.22 feet; thence South 28°19'08" West 300.08 feet to a point on the West line of sectional Lot 2 of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, thence North 0°22'20" West along said sectional lot line 586.13 feet to a point on the center line of Riverside Drive; thence North 46°04'48" East 836.54 feet along said center line to the point of beginning.

(continued)

Parcel 7:

Beginning at a point S 0°26'05" East 1125.12 feet along the center section line from the North Quarter Corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being on the Southerly boundary line of "Rio Virgin R.V. Park Phase 2" and running thence N 60°05'53" East 571.07 feet along said boundary line and its extension; thence S 16°26'11" East 308.55 feet to a point on the high water bank of the Virgin River; thence along said high water bank of the Virgin River the following eleven (11) courses: S 0°44'52" West 128.05 feet, S 26°14'08" West 204.71 feet, S 41°07'59" West 98.08 feet, S 38°59'02" West 100.20 feet, S 48°05'46" West 78.82 feet, S 81°04'34" West 98.95 feet, N 55°26'27" West 132.79 feet, N 41°41'55" West 91.14 feet, N 51°22'11" West 85.87 feet, N 64°48'10" West 239.41 feet, S 64°41'54" West 236.50 feet to an angle point of "Rio Virgin R.V. Park Phase 4"; thence along the boundary line of said "Rio Virgin R.V. Park Phase 4" the following three (3) courses: N 28°35'41" East 101.94 feet, N 61°20'26" East 5.20 feet, N 44°42'01" West 16.36 feet to the Southwest Corner of "Rio Virgin R.V. Park Phase 3-A"; thence N 60°05'53" East 483.85 feet along said boundary line and the south boundary line of said "Rio Virgin R.V. Park Phase 2" to the point of beginning.

Parcel 8:

Being a Part of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian.

Beginning at the Southeast corner of Lot 64 of Rio Virgin R.V. Park Phase #1 Amended and running thence S 35°07'00" E 23.75 feet; thence S 60°05'52" W 92.69 feet; thence N 13°00'00" W 26.08 feet to the Southwest corner of said Lot 64; thence N 61°00'00" E 82.96 feet along the South line of said Lot 64 to the point of beginning.

Parcel 9:

Being a Part of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian.

Beginning at the Southeast corner of the "Lift Station Area" as shown on the final plat of Rio Virgin R.V. Park Phase #1 Amended and running thence S 63°47'00" E 27.54 feet; thence S 60°05'52" W 63.28 feet; thence N 35°07'00" W 23.75 feet to the Southwest corner of said "Lift Station Area"; thence N 61°00'00" E 50.09 feet along the South line of said "Lift Station Area" to the point of beginning.