

Recorded at the Request of:
Twin Lakes Recreational Vehicle
Park Owners Association

After recording mail to:
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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
TWIN LAKES RECREATIONAL VEHICLE PARK
A COMMUNITY FOR RESIDENTS AGE 55 AND OLDER**

RECITALS

A. Declarant was the record owner (legal and/or equitable) of the real property (the Property) affected by this Amended and Restated Declaration. Declarant created on the Property a planned development for recreational vehicles with certain Common Areas for the benefit of the Development and the Owners of Lots therein.

B. Declarant provided for the preservation and enhancement of the property values and amenities of the Property and for maintenance of the Common Areas and subjected the Property to the covenants, restrictions, easements, charges, and liens, and all of which are for the benefit of the Development and each Owner thereof.

C. The Community Association Act, Utah Code §57-8a-101, et. seq. (the "Act"), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section.

D. This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Twin Lakes Recreational Vehicle Park ("Amended and Restated Declaration") is made in connection with a vote of the Association membership on _____, as more fully defined below pursuant to Article XII, Section 3 of the 1984 Declaration, which states "the affirmative vote of at least two-thirds (2/3) of all Class A membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose".

E. The Declaration of Covenants, Conditions and Restrictions of Twin Lakes Recreational Vehicle Park (Phase I) was recorded in the records of the Washington County

Recorder's office, Washington, Utah, as Document No. 266800 on August 20, 1984 ("1984 Declaration");

F. The Amendment to Declaration of Covenants, Conditions and Restrictions of Twin Lakes Recreational Vehicle Park (a Planned Unit Development) was recorded in the records of the Washington County Recorder's office, Washington, Utah, as Document No. 00912194 on November 19, 2004 ("Amended Declaration").

G. This Amended and Restated Declaration replaces and substitutes for the 1984 Declaration and the Amended Declaration described above. In the event of a conflict between the 1984 Declaration and the Amended Declaration, this Restated and Amended Declaration will control and prevail.

H. This Amended and Restated Declaration shall be binding on all of the real property described in Exhibit A.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof under "RECITALS") the following terms shall have the meaning indicated. (The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.)

1. Declaration shall mean and refer to this instrument as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof (and in particular in accordance with the provisions of Article XI) concerning amendments or supplements to this Declaration which are to occur in conjunction with the expansion of the Development.

2. Plat shall mean and refer to the plat or plats of the "TWIN LAKES RECREATIONAL VEHICLE PARK," recorded in the office of the County Recorder of Washington County, Utah; as the same will hereafter be modified or amended in accordance with Utah law.

3. Property shall mean and refer to all of the real property which is covered by the plats and described in Exhibit A.

4. Lot shall mean and refer to any of the separately numbered and individually described plots of land shown on the Plats.

5. Common Areas shall mean and refer to that portion of the property which is not included within the Lots, including all improvements other than utility lines now or hereafter constructed or locate thereon. Common Areas shall not include recreation or amenities placed on a commercial lot, unless conveyed to the Association by Declarant.

6. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest

in the Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or the instrument, the term Owner shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

7. Association shall mean and refer to TWIN LAKES RECREATIONAL VEHICLE PARK OWNERS ASSOCIATION, a Utah nonprofit corporation.

8. Articles and By-Laws shall mean and refer to the Articles of Incorporation and the By-Laws of the Association.

9. Board of Trustees and the Board shall mean and refer to the Board of Trustees of the Twin Lakes Recreational Vehicle Park Owners Association.

10. Member shall mean and refer to every person who holds membership in the Association.

11. Mortgagee shall mean any person named as a first mortgagee or beneficiary under or holder of a first deed of trust. First Mortgagee shall refer to the mortgagee who holds first lien priority.

12. Development shall mean and refer to the Twin Lakes Recreational Vehicle Development created by this Declaration as it exists at any given time, including future addition as allowed by this Declaration.

13. Declarant shall mean and refer to Lee C. Atkin and Cleo R. Atkin, their successors and assigns, or with any successor or assign to all or substantially all of its interests in the development of the Property.

14. Supplementary Declaration shall mean and refer to any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of the Declaration to all or any portion of additional lands and contain such complementary or amended provisions for such additional land as are herein required by the Declaration.

II. DESCRIPTION OF PROPERTY

The property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the real property situated in Washington County, State of Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, including specifically that certain Right of Way Easement described on the Plat.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities;

all Patent reservations and exclusions any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, and easement for each and every pipe, line, cable, wire, utility line, or similar facility which transverses or partially occupies the above-described land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Persons or entities holding such an interest merely as security for the performance of an obligation shall not be a member.

2. Voting Rights. Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any Lot.

3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

IV. PROPERTY RIGHTS IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment including, but not limited to, the right of ingress and egress to and from his Lot and in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any member may permit any person to the use and enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such Member's Lot.

2. Easement for Recreational Areas. All owners are hereby granted a permanent easement for the right of use of all facilities designated for the recreational use of the owners, including portions of the Clubhouse facility so designated, and the pool. This use of this

easement may be limited by reasonable rules and regulations and regular hours of operation. This easement shall be located on such portions of Lot 42 as are designated for this purpose. The easement itself shall be deemed common area and subject to reasonable use assessments to pay the cost of maintenance and repair of the recreational facilities, together with a reserve for future replacements. Any maintenance and replacement costs shall be paid by the Association.

3. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ of the Twin Lakes Recreational Vehicle Park, Phase 1, 2, or 3, as the same is identified in the Plat recorded in the office of the Washington County Recorder, and in the Declaration of Covenants, Conditions and Restrictions of the Twin Lakes Recreational Vehicle Park (the Declaration) recorded in Book _____ at Page _____ as Entry No. _____ of the official records of Washington County, Utah, TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and as provided for in the Declaration and Plat. SUBJECT TO all of the provisions of the Declaration, and subject, also, to liens for current taxes.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4. Transfer of Title. Declarant agreed that it would, on or prior to the first conveyance of a Lot, convey to the Association title to all Common Areas of the Development, and Declarant further agreed that it would discharge all liens and encumbrances on said Common Areas on or before the sale and closing of the last Lot in the Development.

5. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- a) The Association shall procure such insurance for the improvements located on Lot 42.
- b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- c) The right of the County of Washington and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection and providing any other governmental or municipal service; and

6. Dedication. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by seventy-five percent (75%) of the vote of the membership which

Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

7. Encroachments. If any portion of an improvement on a Lot encroaches upon the Common Areas or other Lots, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

8. Alienation of Common Areas. The Common properties may not be alienated, covenanted or transferred without the approval of all holders of first mortgages upon any of the properties subject to assessment except as provided in subparagraph 5(d).

V. ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments and other amounts provided for in this Declaration, whether or not specifically set forth in this ARTICLE 5. Such assessments and other amounts may include, without limitations: (1) annual or monthly assessments or charges; (2) special assessments, 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 Directors pursuant to this Declaration; and (4) interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

2. The Association hereby conveys and warrants pursuant to the Non-Profit Act and Community Association Act, to attorney Bruce C. Jenkins, or any other attorney that the Association engages to act on its behalf to substitute for Bruce C. Jenkins, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

3. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, replacement, and improvement of the Common Areas, including the maintenance and repair of the right of way easement leading to the project set forth on the Plat; management and

supervision of the Common Areas; payment of maintenance fees for recreational amenities; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

4. Annual Assessment. Each Lot which has been conveyed to an Owner shall be assessed an annual assessment to be paid in monthly installments (referred to herein as "monthly assessment").

5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the Common Areas and Right of Way Easement(s) leading to the project as shown on the Plat. Any such special assessment must be assented to by more than fifty percent (50%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) days but not more than thirty (30) days prior to the meeting date.

6. Quorum Requirements. The quorum required for any action authorized by Article 5 above shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Article 5) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

7. Equal Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform (equal) rate for all Lots.

8. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date deed is delivered to first purchaser of a Lot (or contract of sale). The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract of occupancy, as the case may be. At least 15 days prior to the effective date of any change in amount of the monthly assessment the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

9. Certificate Regarding Payment. Upon the request of any Owner or Prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or

not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

10. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within ten (10) days after the due date therefor shall be delinquent and shall bear interest ~~for them~~ from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate at the Board shall determine appropriate) until paid. In the event any assessment or installment becomes delinquent, the Board may, in the name of the Association, take any or all of the following actions:

- a) Assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment;
- b) Bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment;
- c) Foreclose the lien against the Lot 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;
- d) Restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Member and/or any and all rights such Member has to the use and enjoyment of the Common Area and facilities;
- e) Accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period;
- f) Future Lease Payments. The Board may require a tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner: (i) if the Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable; (ii) if authorized in the Declaration, Bylaws, or Rules; (iii) beginning with the next monthly or periodic payment due from the tenant; and (iv) until the Association is paid the amount owing. The Association's Manager or Board shall give the Owner notice, in accordance with the Declaration, Bylaws, or Association Rules. The notice shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Owner's tenant if the Owner does not pay the amount owing within fifteen (15) days.

If the member/lot owner fails to pay the amount owing within fifteen (15) days after the Association's Manager or Board gives the Owner notice, the Association's Manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice provided to the tenant shall state that: (i) due to the Owner's failure to pay the assessments within the required time, the Owner has been notified of the intent of the Board to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner. The Manager or Board shall mail a copy of the notice to the Owner.

A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Owner (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant that the amount owing is paid. A Owner shall credit each payment that the tenant makes to the Association against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and Owner may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to the Association pursuant to the term herein.

Within five (5) business days after the amount owing is paid, the Association's Manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The Manager or Board shall mail a copy of the notification to the Owner. The Association shall deposit money paid to the Association in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed Twenty-Five Dollars (\$25), is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Owner any remaining balance;

- g) Rent After Foreclosure. In the event the Association takes title to a Lot through foreclosure, the Board may elect to rent the Lot; and/or
- h) Exercise any and all other remedies permitted by law, including the right of nonjudicial foreclosure to the fullest extent permitted under Utah law.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees, together with an account for the reasonable rental for the Lot from the time of commencement to 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 nonuse of the Common Area or by abandonment.

11. Tax Collection From Lot Owners by Washington County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Washington County. It is further recognized that each Owner of a Lot as a Member of the Association and as part of his monthly common assessment will be required to pay to the Association his pro rata share of such taxes. Notwithstanding anything to the contrary contained in the Declaration, or otherwise, Washington County shall be, and is, authorized to collect such pro rata share (on equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot. To the extent allowable, Washington County is hereby directed so to do. In the event that the assessor shall separately assess Common Areas to the Association, the Board of Trustees may require the unit owners to pay a special assessment, on a pro rata basis, for property taxes.

VI. OPERATION AND MAINTENANCE

1. Maintenance of Lots. Each Lot and their utility septrns shall be maintained by the Lot Owner so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot.

2. Operation and Maintenance by Association. The Association, by its duly delegated representative shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive and generally in good condition and repair. In the event that special need for maintenance or repair of Lot should be necessitated through willful or negligent act of the Member, his family or guests, or invitees, the cost of such maintenance shall be added to and become a part of assessment to which such Lot is subject.

3. Water, Sewer and Garbage Removal. The Association shall pay for all water, and garbage removal services furnished to each Lot. Each Lot Owner shall pay for all utility services which are separately billed or metered to individual Lots by the utility or other party furnishing such service.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

- a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The Association shall be named as an additional insured and in the event of loss, the proceeds shall be used to replace the damaged facility. The name of the insured under each such policy shall be in form and substance similar to: "Twin Lake Recreational Vehicle Owners Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interests may appear."
- b) A comprehensive policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the Development because of negligent acts of the Association or other Owners.

The following additional provisions shall apply with respect to insurance:

- 1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, and use.
- 2) All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or other similar standard yielding this minimum quality of insurer. Each insurer must be specifically licensed in the State of Utah.
- 3) The Association shall have the authority to adjust losses.
- 4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees.
- 5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the

Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

- 6) Notwithstanding any provisions to the contrary herein, so long as the Mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a Lot in the Development or owns a Lot, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the Mortgagee or its designee.
- 7) Mortgagee Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that the insurance carrier shall notify the first Mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.
- 8) Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and notion taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the Owner.
- 9) Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot any Recreational Vehicle and acts and events thereon.

5. Manager. The Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

6. Terms of Management Agreement. Any agreement for professional management of the Development, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or more written notice.

VII. USE RESTRICTIONS

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots.
2. Use of Lots. Except designated commercial lots (which initially shall be lot 42), all lots shall be used only for Recreational Vehicles which are no more than 10 years old at the time of their first use on the lot. All R.V.'s shall be parked on the designated parking pad and from and after the date of this Amendment shall conform to the following:
 - a) All R.V.'s shall contain a minimum of 200 sq. feet of enclosed space, exclusive of open external storage areas, slide-outs, and decking. No part of the 200 sq. feet of living space shall be used as a garage.
 - b) All R.V.'s shall have a separate bathroom facility, inclusive of a toilet and shower or bathtub; have a separate kitchen facility, inclusive of a refrigerator and an oven/range, and a separate sleeping area.
 - c) No RV shall exceed 14' in height from the ground.
 - d) Nothing other than one (1) R.V. plus two (2) fully-operational passenger vehicles will be permitted on any Lot. The passenger vehicles must be able to park completely on the Lot without hanging over the curb.
 - e) Occupancy of the RV shall be limited to two (2) persons, unless otherwise approved by the Association Board in writing. Any such approval will expire when the RV given the exemption is sold or moved from the Lot.
 - f) No mobile homes, tents, or outdoor camping will be allowed. No non-RV trailer shall be stored more than seven (7) consecutive days on any Lot in the development.
 - g) No Lot or Lots shall be re-subdivided.
3. Non-residential Use. No part of the Property shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes, except for lots designed to provide commercial and/or recreational services to the Park. Initially Lot 42 shall be so designated.
4. Temporary Structures. No structure of a temporary character, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently. Storage sheds may be constructed on the Lot upon approval of the Architectural Control Committee. Any changes or additions to the existing improvements may be done only with the written approval of the Architectural Control Committee.
5. On-street parking. No motor vehicle whatsoever may be parked on any common street between the hours of 10:00 pm and 6:00 am.

6. Quiet Enjoyment. No noxious, illegal, or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance. Specifically no generators or engines shall be run while parked on a Lot, except as is needed to move the R.V.

7. Fences. No fences will be allowed on the Lots except for permanent fences installed by the Developer or the Association. No landscaping shall be used as a fence or Lot divider.

8. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property unless advertising the property for sale or rent. For sale or rent signs will be no larger than 3' x 3' in size and may not interfere with any landscape maintenance.

9. Animals. No animals shall be raised, bred or kept on any Lot, except household pets may be kept on the Lots provided that they are not kept, bred or maintained for any commercial purpose or exceed the number of pets allowed by City ordinance. Notwithstanding the foregoing no animals may be kept on the Property which results in an annoyance or a nuisance, by noise or otherwise, to Lot Owners. All pets must be kept in the Recreational Vehicle or on a leash attended by an owner in the Common Areas. All owners of pets shall be responsible for the clean-up of their pet's waste.

10. Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Any excessive accumulation of property, containers, wood, machinery, and or equipment shall be prohibited upon any Lot.

VIII. ARCHITECTURAL CONTROL

1. The Board shall have the right, to appoint a three (3) member Architectural Control Committee, which committee shall have the sole discretion in matters referred to it by the terms of this Declaration. A majority vote (2 affirmative) shall control all decisions of this Committee. Any vacancy on the Committee may be filled at any time by the Board. If such a committee is not provided, the Board itself shall perform the duties of the committee.

2. The Association may charge a plan fee that is equivalent to the cost of reviewing and approving the plans. As used in this section, "plans" mean any plans for the construction or improvement of a lot which are required to be approved by the Association before the construction or improvement may occur.

3. All plans for construction, modification, alteration or addition to a Lot, unit or structure must first be approved by the Architectural Control Committee and found to be in harmony with other Lots, units or structures within the Development.

4. The Board of Trustees may promulgate general architectural guidelines and procedures. The adopted guidelines and procedures shall be incorporated into the book of rules and regulations adopted by the Association. The Architectural Control Committee, or the Board as the case may be, shall act in accordance with such guidelines and procedures.

IX. CONDEMNATION

If at any time or times the Common Areas or any part of thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used promptly by Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full thereof, any proceeds of condemnation then or thereafter in the hands of the Association which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Association shall reasonably determine; provided, however, that in the event of a taking in which any Lot is eliminated, the Association shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the owner of such Lot to such Owner and any first Mortgagee of such Lot, as their interests shall appear, after deducting the proportionate share of said Lot in the cost of debris removal.

X. RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first Mortgagee shall be in effect:

1. Preservation of Regulatory Structure and Insurance. Unless the holders of 100% of all first Mortgagees and 75% of the Lot Owners shall have given their prior written approval, the Association shall not be entitled:

- a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the upkeep of the Common Areas of the Property;
- b) to fail to maintain fire and extended coverage on insurable portions of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); or
- c) to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of improvements on the Common Areas.

2. Preservation of Common Area, Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) at least 100% of all first mortgagees

(based on one vote for each Mortgagee) of the Lots and (2) the Owners of at least seventy-five percent (75%) of the Lots the Association shall not be entitled:

- a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as herein elsewhere reserved; or
- b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or the Owner thereof.

Neither this Article X nor the insurance provision contained in Article VI may be amended without the prior approval of all first Mortgagees.

3. Notice of Matters Affecting Security. The Association shall give written notice to any first Mortgagee of a Lot requesting such notice wherever:

- a) there is any default by the Owner of the Lot subject to the first mortgagee in performance of any obligation under this Declaration or the Articles or Bylaws of the Association which is not cured within thirty (30) days after default occurs; or
- b) there occurs any substantial damage to or destruction of any Lot or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$5,000.00. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction; or
- c) there is any condemnation proceedings or proposed acquisition of a Lot or of any portion of the Common Areas within ten (10) days after the Association learns of the same; or
- d) any of the following matters come up for consideration or effectuation by the Association:
 - i. abandonment or termination of the Planned Unit Development established by this Declaration;
 - ii. material amendment of the Declaration or the Articles or Bylaws of the Association; or
 - iii. any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

4. Notice of Meetings. The Association shall give to any first Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such first Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

5. Right to Examine Association Records. Any first Mortgagee shall have the right to examine the books, records and audits financial statements of the Association.

6. Right to Pay Taxes and Charges. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and First

Mortgagees making such payments shall be owed immediate reimbursement therefore from the profits of the Association and shall be subrogated to the rights of the Association in this event. The Association hereby covenants and by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

7. Exemption from any First Right of Refusal. Any first Mortgagee and any purchaser therefrom who obtains title to the Lot pursuant to the remedies provided in the first Mortgage, or by foreclosure of the first Mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale or otherwise shall be exempt from any "right of first refusal" which would otherwise affect the Lot.

8. Rights upon Foreclosure of Mortgage. Each holder of a first Mortgage (or deed of trust) on a Lot and any purchaser from it who comes into possession of the Lot by virtue of foreclosure of the Mortgage, or by deed or assignment in lieu of foreclosure, or pursuant to power of sale or otherwise will take the Lot free of, and shall not be liable for, any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

9. Restrictions without Approval of Mortgagees. Except as to the Association's right to grant easements for utilities and similar or related purposes, the Development's Common Areas may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all holders of first Mortgage liens on the Lots.

10. Mortgagees Rights Concerning Amendments. No material amendment to the Declaration, By-Laws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least 100% of the Mortgagees (based on one vote for each Mortgagee) of the individual Lots have given their prior written approval to such amendment.

11. Deemed Approved. Notwithstanding the foregoing, if a security holder's consent is a condition for amending the Declaration or Bylaws, the security holder's consent is presumed given, even if not actually given, if the Association complies with Section 210 of the Act.

XI. MISCELLANEOUS

1. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners.

2. Amendment. Any amendment to this Declaration shall require: (a) the affirmative vote of at least two-thirds (2/3) of all membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be

sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty-percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Article 3) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorize pursuant to this Article shall be accomplished through the recordation of an instrument executed by the Association. In such instrument an officer or director of the Association shall certify that the vote required by this Article for amendment has occurred.

3. Reserve Fund. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the governing documents, or, if the governing documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent. .

4. Lease Provisions. Any Owner may lease his Lot provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing and must provide, interalia, that

- a. Any rental agreement shall be in writing and shall provide that occupancy of the property will in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association, By-Laws, and Rules and Regulations as set forth by the Board of Trustees.
- b. Any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease.
- c. The duration of all leases shall be no less than that which is mandated by city ordinances regarding short-term leasing.
- d. Any rental agreement shall state the following: "The Twin Lakes Recreational Vehicle Park project is intended and operated for residents 55 years of age or older as defined in the Fair Housing Act. As such it is the policy of the Twin Lakes Recreational Vehicle Park Owners Association to prohibit permanent residence of persons under 18 years of age as is permitted under an exemption of the Act."

5. Interpretation. The captions which precede the Articles and Articles of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

6. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes as the case may be and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration and failure to comply with any of the foregoing shall be ground for an action by the Association or any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

7. Effective Date. This Declaration and any amendment thereof shall take effect upon its being filed for record in the office of the County Recorder of Washington County, Utah.

8. Board Acts for Association. Except as limited in the Declaration or the Association Bylaws, the Board acts in all instances on behalf of the Association.

9. Rule against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise a provision of this Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Association. If for any reason the Declaration does not comply with the Act, such noncompliance does not render a Lot or Common Area unmarketable or otherwise affect the title if the failure is insubstantial.

10. Fines. The Association, through its Board, shall have the power to levy fines for violations of the Association's governing documents and fines may only be levied for violations of the governing documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code 57-8a-218(2)(b), a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the governing documents by the tenant. The Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines.

11. Fair and Reasonable Notice. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the

Association. Notwithstanding any other provision in the Declaration, Articles, Bylaws or Rules, the Association may provide notice to Owners by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed to have been given upon the earlier to occur of the following:

- (a) when sent by telecopy, the notice is deemed given when the sender receives a facsimile acknowledgment confirming delivery of the telecopy;
- (b) when placed into the care and custody of the United States Postal Service, the notice is deemed given three (3) calendar days after the date the notice is deposited into a receptacle of the United States Postal Service, with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association;
- (c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed given within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) when posted on the Association's website, the notice is deemed given seventy-two (72) hours after it was posted;
- (e) when hand delivered, the notice is deemed given immediately upon delivery; or
- (f) when delivered by other means, the notice is deemed given upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.
- (g) Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Chairman or any member of such Committee.

14. Budget. At least annually the Board shall prepare and adopt a budget for the Association and the Board shall present the budget at a meeting of the members. A budget presented by the Board is only disapproved if member action to disapprove the budget is taken in accordance with the limitations under Section 215 of the Act.

15. Association Rules. The Board may adopt, amend, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Association that are not inconsistent with the Declaration or the Act. Except in the case of imminent risk of harm to a Common Area, a limited Common Area, an Owner, a Lot or a dwelling, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy

of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Board is only disapproved if member action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of the Act.

16. U.S. Flag. The Association may not prohibit an Owner from displaying the United States flag inside a dwelling or on the Owner's Lot if the display complies with United States Code, Title 4, Chapter 1. The Association may, by rule of the Board, place reasonable restrictions on the time, place, size, and manner of the display; as well as the location and size of flagpoles. The Association may, by rule of the Board, restrict the display of a United States flag on the Common Area.

XII. HOUSING FOR OLDER PERSONS

The following policies and procedures governing the project as stated herein demonstrate the intent to provide housing for persons 55 years of age or older per unit that at least 80% of the units shall be occupied by at least one person 55 years of age or older. The policies and procedures of the project qualify it as housing for older persons and exempt the project from regulation under the Fair Housing Act. Thus, to this end, all owners shall be bound by and the Association shall manage the project, in compliance with this amended Declaration and specifically in compliance with this Article.

Section 1. Advertising, Marketing and Sales. All advertising, marketing and sales material or displays of any kind shall reflect that the Project is intended for "housing for older persons." All print ads shall contain the following language: The Twin Lakes project is intended and operated for residents 55 years of age or older as defined in the Fair Housing Act. As such it is the policy of the Twin Lakes Recreational Vehicle Park Owners Association to prohibit permanent residence of persons under 18 years of age as is permitted under an exemption of the Act.

Section 2. Approved Occupancy. The project is intended to be managed for occupancy by persons 55 years of age or older, as set forth in the Act and regulations relating thereto. Section 24 C.F.R.100.304. Under the Act, providing housing for older persons exempts the project from the prohibition against discrimination on the basis of familial status and thus permits the following restriction:

No unit may be occupied by any person under eighteen years of age, except that such person under eighteen may be permitted to visit for reasonable periods, to be determined by the Board of Trustees.

In order to assure that the project meets the age requirements for occupants set forth in the Act, the Association shall be responsible for enforcing and carrying out the terms of the Amended Declaration, specifically including the following:

a) Approved Occupant Status. No person shall be permitted to occupy a unit in the project unless such person is an "Approved Occupant" in accordance with the terms and provisions hereinafter set forth. If it is determined that an occupant has not obtained "Approved Occupant" status, the Association may pursue any remedies available to them, including imposition of fines against a violator – fines to be set by rule established by the Trustees.

- i. Procedures for Approving Occupants. Persons may become "Approved Occupants" based on the following terms and conditions: A person desiring to become an "Approved Occupant" shall submit to the Trustees, a written Association Membership Applicant and Age Verification" form.
- ii. Within fifteen (15) days of receipt of such written application for an "Approved Occupant," the Trustees shall determine whether such occupancy is consistent with the intent to manage the project as housing for older persons, and, if such occupancy were permitted, whether the project would continue to meet the requirements of the exemption under §3607(b)(2)(C) of the Act, and regulations relating thereto.
- iii. Within said fifteen (15) day period, the Trustee shall issue written notification to the applicant, and to the potential seller or lessor of the unit the Applicant desires to purchase or lease, as to the outcome of the Trustee's determination as set forth in Paragraph (ii) above.
- iv. The Association shall retain for a period of 5 years all documents and records relating to its consideration of an application for "Approved Occupant" status.

b) Right to Occupancy. Applicants who claim legal right to occupy the unit, either by virtue of a recorded Deed conveying fee simple title, an executed lease, or other document indicative of said Applicant's right of occupancy, which may be due to gift, devise, inheritance or other document transfer recognized under the laws of the State of Utah for transferring occupancy rights must submit to procedures and rule of Section 2.a

c) Visitors. Persons who are not "Approved Occupants" will be permitted to visit for such reasonable periods of time, and upon such reasonable conditions, as provided for by rule from time to time by the Association, subject to the specific limitations regarding visits by persons under eighteen years of age as hereinabove set forth.

Section 3. Resale or Rental. Obligation of Owner: Should a current resident wish to sell or rent his unit, the same procedures described above in Section 2 must be followed in advance of occupancy by the prospective buyer or renter. Owners shall inform all prospective purchasers or tenants of this procedure and shall provide the Trustees with any information or required forms needed to accomplish such.

Any sale and rental agreement shall be in writing and shall (1) provide that occupancy of the property shall be subject to the provisions of the Restated Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and (2) state the following:

"The Twin Lakes Recreational Vehicle Park project is intended and operated for residents 55 years of age or older as defined in the Fair Housing Act. As such it is the policy of the Twin Lakes Recreational Vehicle Park Owners Association to prohibit permanent residence of persons under 18 years of age as is permitted under an exemption of the Act." and (3) rental agreements and deeds of trust shall provide that failure by the lessee or trustor to comply with the terms of this Restated Declaration, the Articles of Incorporation, Bylaws, and Rules & Regulations of the Association shall be a default under the agreement.

Section 4. Records. The Association shall maintain the following:

- a) A log or other accounting of all persons making inquiry with respect to the sale or rental of a unit. This record shall reflect, for each inquiry, the name(s) of such person(s), current address, the age of each prospective occupant, and the date of inquiry.
- b) A log or other record of all persons occupying a unit. Such record to be updated every two years and shall include names, address, and ages.
- c) For each subsequent transfer of a unit, a log or other record identifying the transferor, the transferee, the address of the dwelling, the names and ages of the new occupants, the documentation provided to verify those ages, the method of transfer (sale, lease, devise, etc.), and the date the transfer was approved and by whom.
- d) For the sale, lease, or other transfer of a unit rejected by the Association, a log identifying the persons involved in the proposed transfer and their current addresses, the ages of the prospective occupants, the reason for the rejection, and the date of the rejection.

Section 5. Occupancy by at Least One Person 55 years of Age or Older per Unit. The Association will not approve any applicant if the granting of "Approved Occupant" status will defeat the primary purpose of the project which is to provide housing for older persons within the meaning of the Act. To maintain the exemption under the Act for housing of older persons, at least 80% of the units must be occupied by at least one person 55 years of age or older. The primary purpose for permitting 20% of the units to be occupied by person younger than 55 is to prevent the disruption of the lives of surviving spouses and co-habitants under age 55 when the over age 55 member of the household dies or otherwise leaves the unit. It is the stated intent of the Twin Lakes RV Park Homeowners Association to seek to attain and then maintain a community wherein 100% of the units are occupied by one person 55 years of age or older and to only make exception in the case of a surviving spouse or cohabitant of a former occupant.

Section 6. Applicability. The provisions of this Article shall not apply to prohibit the occupancy of any person presently occupying a unit in the project before the date of this amendment, so long as the 80% rule is not violated. Any sale or rental of the unit by such

occupant, however must be in accordance with the provisions of this Amended Declaration, and the rules as set forth by this Association.

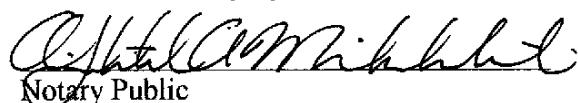
EXECUTED the day and year first above written.

Twin Lakes Recreational Vehicle Park

By: Helen H. Johnson
Name: Helen H. Johnson
Title: President

STATE OF UTAH,)
: ss.
County of Washington.)

On this 6 day of March 2017 before me personally appeared Helen H. Johnson, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the Twin Lakes Recreational Vehicle Park Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.


Notary Public

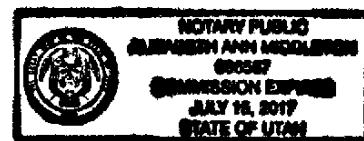


EXHIBIT A
Legal Description

All of Lots 1-42, TWIN LAKES RV PARK PHASE 1, according to the official plat thereof, in the records of Washington County, State of Utah.

SG-TLP-1-1 THROUGH SG-TLP-1-42

All of Lots 201-242, TWIN LAKES RV PARK PHASE 2, according to the official plat thereof, in the records of Washington County, State of Utah.

SG-TLP-2-201 THROUGH SG-TLP-2-242

All of Lots 1-4, TWIN LAKES RV PARK PHASE 3, according to the official plat thereof, in the records of Washington County, State of Utah.

SG-TLP-3-1 THROUGH SG-TLP-3-4