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Amended Restrictive Covenants
Russell Shirts Washington County Recorder
03/20/2019 12:12:17 PM Fee \$ 16.00
By PREFERRED PROPERTY MANAGEMENT

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**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
FOR
DIXIE DOWNS RESORT OWNERS ASSOCIATION
A RETIREMENT COMMUNITY**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dixie Downs Resort Owners Association (“Declaration”) that established a retirement community known as the Dixie Downs Resort Owners Association is made on the date evidenced below by the Dixie Downs R.V. Resort Inc., also known as the Dixie Downs Resort Owners Association (“Association”).

RECITALS

A. Certain real property in Washington County, Utah, known as Dixie Downs was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration recorded April 8, 2017, as Entry No. 20170014039 in the Recorder’s Office for Washington County, Utah;

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto (see **Exhibit A**);

C. This amendment is intended to amend certain provisions of the Declaration;

D. Pursuant to Article XII, Section 12.3 of the Declaration, the Board of Directors hereby certifies that votes representing at least fifty-one percent (51%) of all Membership votes affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Directors, hereby amends the following sections:

[as set forth below]

(1) **ARTICLE VI, Section 6.3(a)(1)** shall be deleted in its entirety and replaced as follows:

6.3 **Annual Budget and Assessment.**

(a) Adoption of Budget.

(1) The Board of Directors shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the landscaping and for the administration, management and operation of the Association. If Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(2) **ARTICLE VI, Section 6.12(b)** shall be deleted in its entirety and replaced as follows:

6.12

(b) Shall be subject to a late charge of Twenty-Five Dollars (\$25.00) per month until paid, and:

(3) **ARTICLE VIII, Section 8.3** shall be deleted in its entirety and replaced as follows:

8.3 **Vehicle Requirements.** All vehicles used for occupancy shall be Recreational Vehicles. No tents or outdoor overnight camping will be allowed, except that "Park Model" homes shall expressly be allowed. Skirting for such is required for all "Park Models" and is required for all "permanent" 5th Wheelers and Motorhomes. Permanent Parking is hereby defined as one year or more. Weight Limit of any Recreational Vehicles will not exceed 25,000 pounds.

(4) **ARTICLE VIII, Section 8.9** shall be deleted in its entirety and replaced as follows:

8.9 **Animals.** No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, except no more than two (2) dogs, cats, or other household pets may be permitted provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result 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 cleanup of pet's waste.

(5) **ARTICLE VIII and IX**, (and any other reference within the Declaration or Bylaws), shall remove the phrase "Architectural Control Committee" and be replaced with the phrase "Architectural Review Committee"

Specifically, Article IX, Section 9.2 shall be deleted in its entirety and replaced as follows:

9.2 **Architectural Review Committee.** The Board may appoint a three (3) person Architectural Review Committee comprised of Owners, each person to serve for a one (1) year term. There is no limit on the number of subsequent terms that may be served by such appointed Owners. The Board shall fill, by majority Board vote, any vacancies that may occur on the Committee. In the event that no Owner desires to serve on the Committee, the Board shall act as the Architectural Review Committee.

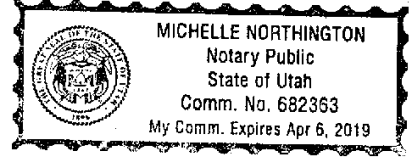
IN WITNESS WHEREOF, DIXIE DOWNS RESORT OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 18 day of March, 2019, in accordance with the Declaration.

DIXIE DOWNS RESORT OWNERS ASSOCIATION:

Mary Ann Allred [Signature]
President Secretary

STATE OF UTAH)
County of Washington :SS

On the 18 day of March, 2019, personally appeared before me Vicki L. Stone and Mary Ann Allred who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



[Signature]
Notary Public for Utah

EXHIBIT A

Legal Description

All Lots in DIXIE DOWNS RESORT R.V. according to the official plats thereof as filed in the office of the Washington County Recorder, State of Utah.

DIXIE DOWNS RV RESORT 1 (SG)