

DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS OF
WORLDWIDE SUN RESORT
AKA
WINTER HAVEN RV RESORT

1160 E. Telegraph St.
WASHINGTON, UTAH

THIS DECLARATION made this *14* day of *March* 1994, by Worldwide Sun Resort Property Owners Association, Inc., aka Winter Haven RV Resort Property Owners Association, Inc., a non-profit State of Utah Corporation, hereinafter called the Association.

WITNESSETH:

WHEREAS, The Association desires to provide for the preservation of the values and amenities in said Resort for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, the Association in its desire to provide for the efficient preservation of the values and amenities and for the maintenance of Winter Haven RV Resort has created a Board of Directors which is delegated and assigned the powers of maintaining and administering the Resort facilities and enforcing the covenants and restrictions and collecting and disbursing the assessments and other monies received and charges hereinafter created; and

WHEREAS, the Association has incorporated under the laws of the State of Utah, as a nonprofit corporation, for the purpose of exercising the functions aforesaid;

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FOR: WINTER HAVEN RV RESORT

NOW, THEREFORE, the Association declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereafter set forth.

ARTICLE I

Definitions

Section 1, The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC., aka WINTER HAVEN RV RESORT PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(c) "Lot" shall mean and refer to any plot of land or unit containing not less than 1600 square feet and upon which is located a concrete pad and driveway with utility hookups for water, sewer, and electricity, which is intended for the location of a Recreational Vehicle and/or living unit and recorded on any subdivision map of the properties with the exception of Common Properties hereafter defined.

(d) "Common Properties" shall mean and refer to those non-exclusive areas of land shown on any recorded plat of the Properties and intended to be devoted to the common use and

enjoyment of the Association, except portions designated as living units.

(e) "Living Unit" shall mean and refer to any Recreational Vehicle or Park Model situated upon the Properties designed and intended for the use and occupancy of a manager or residence by a single family.

(f) "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract to any Lot or Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure in which event the mortgagee shall be considered an Owner only so long as the mortgagee continues its right to possession.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) The words, "Resort" and "Park" are interchangeable.

ARTICLE II

Property subject to this Declaration and Additions Thereto

Section 1. Existing Property. The real property, including any permanent Living Unit located upon any Lot, which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Washington City, Washington County, State of Utah, and is more particularly described in Exhibit "A" attached hereto, all of which real

property shall hereinafter be referred to as "Existing Property."

Section 2. Adult Park. The Winter Haven RV Resort has been designated as an adult park. Only short visits of children and friends are acceptable. Rentals shall be allowed to tenants only if the head of the household or one spouse is at least 45 years of age. Exceptions to this rule will be permitted only upon approval of the Board upon a showing of extreme hardship and with the written permission of each adjacent lot Owner.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner as defined in Article I, Section 1, subparagraph (f) of any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Members shall be those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. In the event such persons fail to agree then their vote shall be cast on a pro

rata basis among the respective interests.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Association retains the legal title to the Common Properties

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of Common Properties; and

(e) the rights of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to purposes or as to the conditions thereof shall be effective unless an instrument attested to and recorded by the President of the Association which states that two-thirds (2/3) of the members, by written ballot, have voted in the affirmative that they have agreed to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties or facilities to those actually residing on the property whether they be members of his family, his tenants, or contract purchasers.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a Real Estate Purchase Agreement or a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (a) regular assessment or charges; (b) special assessment for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments,

together with such interest thereon and the costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property (lot) against which such assessment is made.

Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the owners of such property (lot) at the time when the assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by Owners without regard to any rule of law concerning the election of remedies.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetics and welfare of the residents in the Properties and in particular for the improvement, operation and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, perimeter subdivision fences, garbage collection, the payment of water and sewer fees for the Properties as they become due, and at the option of the Association, of the additions thereto, and for the cost of labor, equipment, materials, utilities, property taxes, insurance, management, and supervision thereof.

Section 3. Regular Assessments. The regular monthly assessments shall be 100% of the actual estimated monthly costs of maintenance and operation of the Common Properties and other facilities and the estimated monthly water and sewer fees for the Properties, and may include management fee together with

amount necessary to pay into a reserve account for any increases or unexpected expenditures.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, provide for accumulation of reserves to meet projected needs.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 4 hereof, 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 such special assessment exceeding \$3,000 for improvement costs shall be by the assent of two-thirds (2/3) of the votes of the members who are voting in person, or by mail, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 5. 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 Board of Directors to reflect current estimated costs of maintenance and operations. All assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Regular Assessment. Due Dates. The regular assessments provided for

herein shall commence and become due and payable on the date (which shall be the first day of a month) fixed by the Board of Directors for the Association.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep books of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by the Owners at reasonable times.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.,

Section 8. Effect of Non-payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Sections 7 and 8), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then existing Owner, his heirs, personal representatives and assigns. The personal obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in the title unless expressly assumed by them, in which case such obligation shall be joint and several.

If the assessment is not paid within thirty (30) days after

the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of each assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above and reasonable attorney's fees to be fixed by the court, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common properties as defined in Article I, Section 1 hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Easements

Section 1. Easement for Repair and Maintenance. All

Lots within the properties shall be subject to an easement in favor of the Association to permit reasonable egress and ingress over areas not occupied by residential pads for all reasonable maintenance purposes as provided herein.

ARTICLE VII

Prohibition and Controls

Section 1. Spending Limitations. The Board of Directors shall not have the authority to spend an amount in excess of \$3,000.00 for any reason, except for salaries or fees solely for the care and maintenance of the Park or for office personnel, without the express approval of two-thirds (2/3) of the members, voting in person or by mail.

Section 2. Architectural Control. No building, storage shed, fence, wall, accessory, canopies, or other structure shall be erected or maintained upon the properties, nor shall any exterior addition to, change or alteration, or improvements herein, be made without the express approval of the Board of Directors or of a committee delegated by the Board to make such an approval. The aesthetic beauty of the Park must be maintained.

Section 3. Landscaping Control. No Lot leveling, planting, landscaping or gardens shall be commenced until a plan thereof has been approved by the Association or its Architectural Committee.

Section 4. Living Units. Living units shall be recreational units or park models. No mobile homes, tent trailers, tents or outdoor overnight camping will be allowed.

Section 5. Use of Lots. No more than one (1) living unit will be permitted or maintained upon any Lot in said RV Resort. No boat trailer, boats, or pickup shells shall be stored overnight on any Lot. There will be designated storage areas that may be used, subject to availability, and a charge for said use, if any, shall be at the discretion of the Association.

No sign, temporary or permanent, as For Rent or For Sale signs shall be erected or installed, placed, permitted or maintained on any Lot, except name and Lot number of the Unit. However, a small For Rent or For Sale sign may be placed on the living unit or RV vehicle itself.

No laundry may be dried in any location on any Lot unless completely enclosed and screened from view from any other said lot.

No animals, fowl or reptiles shall be kept on the premises except household dog (not to exceed 15 pounds), cat or pets owned 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 bird pet shall be kept on any Lot by anyone if, at the discretion of the Association, that pet is or becomes a nuisance, threat or otherwise objectionable to surrounding property owners.

All owners of pets shall be responsible for the clean-up of said pet's waste.

No elevated tanks, or exposed satellite dishes, of any kind shall be erected, or placed, or permitted on any Lots.

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.

No noxious, offensive, or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for the storage of rubbish, trash, used or new building materials, used or new metal, trucks, automobiles, or machines in whole or in parts. 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 or quiet of the surrounding property owners, or will cause the Lot or any part thereof to appear in an unclean or untidy condition. Bicycles, motorcycles, boats, toys and other similar items shall not be left on lots during prolonged absence of lot Owners.

Section 6. Maintenance of Lots. It shall be the responsibility of the Association to keep the lawns mowed, trimmed and watered. It shall be the responsibility of the Owner to keep the lot neat and clean, remove fallen leaves, and other unsightly objects so as to not destroy or impair the aesthetic qualities of WINTER HAVEN RV RESORT.

Section 7. Miscellaneous Prohibitions.

(a) Repair of cars, trucks, motorcycles, boats, or other motorized vehicles. Major repair or overhaul of the above mentioned motorized vehicles is not permitted on the streets, driveways, or parking areas within the park.

(b) Additional Prohibitions. Such other actions deemed from time to time by the Association to constitute a nuisance.

Section 8. Professional Management. The Association shall have the right to contract for services or transfer to any corporation, person or partnership, all of his rights and obligations hereunder, but upon such transfer and the assumption of such obligations by the transferee, the enforcement of covenants and obligations under this agreement shall remain the sole responsibility of the Association..

ARTICLE VIII

General Provisions

Section 1. 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 and subject to this Declaration, their respective legal representatives, heirs, successors, and assigns and shall run in perpetuity unless said covenants and restrictions are rescinded, or changed in whole or in part by an amendment of this declaration.

Section 2. Amendment. Any amendment to this declaration shall require the affirmative vote of at least two-thirds (2/3) of all members voting by mail or in attendance at any regular or special meeting of the members where a quorum is present. The number of members present at a legally called meeting shall constitute a quorum. Written notice setting forth the substance of the proposed amendment shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. This requirement may also be fully satisfied by obtaining, with or without a meeting, consent in

writing to such transaction from the members. The following additional provisions shall govern any application of this section.

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

(c) Recordation. Any amendment pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President of the Association.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by 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. In the event the Association or Owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, the Association or Owner shall also be entitled to

recover from such person reasonable attorney's fees. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

DATED this *14* day of *March* 1994.

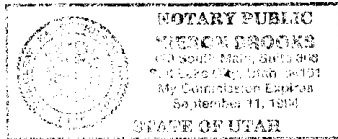
WORLDWIDE SUN RESORT PROPERTY OWNERS ASSOCIATION, INC.
aka
WINTER HAVEN RV RESORT PROPERTY OWNERS ASSOCIATION, INC.

Fred P. Mikesell
Fred P. Mikesell
President

John D. Osmond
John D. Osmond
Vice-President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the *14* day of *March* 1994, personally appeared before me Fred P. Mikesell and John D. Osmond, the signers of the above and foregoing instrument, who being first duly sworn, did acknowledge to me that they are, respectively, the president and vice-president of Worldwide Sun Resort Property Owners Association, Inc., aka Winter Haven RV Resort Property Owners Association, Inc., a Utah corporation, and that the above and foregoing instrument was signed on behalf of said corporation in accordance with a resolution of their Board of Directors.



Veron Brooks
Notary Public

My commission expires: *9/11/94* Residing at *St George*

Wrap-around Desc. for Winter Haven RV:

A part of SW 1/4 Sec. 13, T42S, R 15 W, SLB & M:

Beg at pt. N 0° 12' W 777.50 ft. & S 89° 48' W 354.26 ft.
from S 1/4 Cor sd Sec. 13: Run th.

N 5° 23' 23" W	1011.72 ft.;
S 84° 19' W	473.73 ft.;
N 0° 55' 16" W	200.69 ft.; to S ln Hiway 91;
S 84° 19' W	378.36 ft.; alg sd Hiway;
S 0° 55' 16" E	1309.04 ft.;
N 89° 48' E	466.50 ft.;
N 68° 10' 14" E	494.03 ft.; to pt of beg;

Cont. 24.3943 Acres

Date 2/24/94

by: H. Glenn Austin, L.S. & P.E.
License No., 22-125820-2201

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