

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
DIXIE DOWNS R. V. RESORT OWNERS ASSOCIATION
a Planned Unit Development**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. RESORT OWNERS ASSOCIATION, a Planned Unit Development, is made and executed this 3rd day of MAY, 1995, and amends the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. Resort Owners Association dated February 7, 1985, and recorded on February 13, 1985, as Entry No 271961, in Book 369, at pages 154-177, on the records of the Washington County Recorder's Office, and affects the following described property

(See Exhibit 5 attached hereto and incorporated herein)

A. The Following Statement Shall be Added to the Title of the Project:

DIXIE DOWNS RESORT, f/k/a DIXIE DOWNS R.V. RESORT,
A COMMUNITY INTENDED FOR AND MANAGED FOR HOUSING
OF OLDER PERSONS

B. A Fifth Paragraph Shall be Added to the Recitals

E. The undersigned representing two-thirds (2/3) or more of all lot owners of Dixie Downs Resort Owners Association have approved this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs Resort Owners Association, for the purpose of establishing a community intended for and operated for residents 55 years of age or older as defined in the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. As such, the Dixie Downs Resort Owners Association shall maintain a policy of prohibiting residence of persons under 18 years of age as permitted by the Fair Housing Act.

C. Article I, Paragraphs 3 and 7, Shall be Amended as Follows:

3 Properties or the Project shall mean and refer to that certain real property described in Exhibit 5 and such additions thereto as may hereafter be brought within the jurisdiction of the Association

7. Association shall mean and refer to Dixie Downs Resort Owners Association, a Utah non-profit corporation.

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FOR: SNOW & JENSEN

D. Article I Shall Further be Amended to Include the Following Definitions:

15. Act shall mean and refer to the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, et seq.

16. Familial Status shall mean and refer to

(a) One or more individuals who have not attained the age of 18 years being domiciled with:

(1) A parent or another person having legal custody of the individual or individuals;

(2) The designee of the parent or other person having custody, with the permission of the parent or other person;

(b) A parent or other person in the process of acquiring legal custody of one or more individuals who have not attained the age of 18 years; and

(c) A person who is pregnant.

17. Person shall mean and refer to one or more individuals, corporations, limited liability companies, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under the United States Bankruptcy Code, receivers and fiduciaries

E. The Following Article Shall be Inserted as Article II:

Article II -- Housing for Older Persons

The policies and procedures governing the project as stated herein demonstrate (i) the intent to provide housing for persons 55 years of age or older per living unit; (ii) that at least 80% of the Living units shall be occupied by at least one person 55 years of age or older, and (iii) that there shall exist significant facilities and services specifically designed to meet the physical or social needs of older persons. The policies and procedures of the Project are intended to make the project housing for older persons and exempt the Project from regulation under the Act as provided by Section 3607 thereof. Thus, to this end, all owners shall be bound by, and the Association shall manage the project in compliance with, this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs Resort Owners Association, a Planned Unit Development.

1. Advertising, Marketing and Sales All advertising, marketing and sales materials 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 Dixie Downs Resort 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 Dixie Downs Resort Owners Association to prohibit permanent residence of persons under 18 years of age as is permitted under an exemption of the Act."

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. See 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 LIVING UNIT MAY BE OCCUPIED BY ANY PERSON UNDER EIGHTEEN YEARS OF AGE, EXCEPT THAT SUCH PERSONS UNDER EIGHTEEN MAY BE PERMITTED TO VISIT FOR REASONABLE PERIODS NOT TO EXCEED TWO CONSECUTIVE WEEKS ON ANY ONE OCCASION OR THIRTY DAYS IN ANY CALENDAR YEAR " In order to assure that the project meets the age requirements for occupants set forth in the Act, the Association shall execute the Verification attached hereto as Exhibit 3 and from the date of this amendment forward shall be responsible for enforcing and carrying out the terms of this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R V Resort Owners Association, a Planned Unit Development, specifically including the following:

(a) Approved Occupant Status. No person shall be permitted to occupy a living 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 under the Amended Declaration, including imposition of fines against a violator—fines to be set by Trustees.

(b) Visitors Persons who are not "Approved Occupants" shall not be permitted to occupy any living unit within the project, however, visitors do not have to be approved as occupants and shall be permitted to visit for such reasonable periods of time, and upon such reasonable conditions, as provided for from time to time by the majority of the Trustees, subject to the specific limitations regarding visits by persons under eighteen years of age as hereinabove set forth.

(c) Procedure For Approving Occupants Persons may become "Approved Occupants" based on the following terms and conditions.

(i) A person desiring to become an "Approved Occupant" shall submit to the Trustees, a written "Association Membership Application and Age Verification" form which is attached hereto as Exhibit 1 and shall request issuance of an "Approved Occupant's Identification Card" the form of which is attached hereto as Exhibit 2.

(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 Section 3607(b)(2)(C) of the Act, and regulations relating thereto. See 24 C.F.R. §§100.304; see also Preamble, 54 Fed Reg. at pp. 3254.56 If such exemption requirements would continue to be met, the occupancy shall be approved, if not, the occupancy shall be denied.

(iii) Within said fifteen (15) day period, the Trustees shall issue written notification to the Applicant, and to the potential seller or lessor of the living 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) Within ninety (90) days of the issuance of an approval by the Trustees of an Application for an "Approved Occupant", the Approved Applicant must request the issuance of an "Approved Occupant's Identification Card", which request must be accompanied with written proof of said Applicant's legal right to occupy the living 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 transfer document recognized under the laws of the State of Utah for transferring occupancy rights. Upon such timely request by the "Approved Applicant" and timely receipt of appropriate documentation, the Trustees shall issue, or cause to be issued, an "Approved Occupant's Identification Card."

(v) If an Approved Applicant fails to timely request an Approved Occupant's Identification Card, and timely submit appropriate documentation, then such person shall not be permitted occupancy of the living unit. Said person must again apply to become an "Approved Occupant" in accordance with Provisions as set forth in Subsections (i) through (iv) above. An extension of the ninety (90) day period may be granted by the Trustees under such circumstances as reasonably determined by the Trustees.

(vi) Within fifteen (15) days after written request by an Owner, Mortgagee or an other person who has been approved for occupancy, the Trustees shall, without charge, provide a statement that such person is listed on the Association records as an "Approved Occupant" for such Living unit as set forth in the Association's records

(vii) The Association shall retain all documents and records relating to its consideration of an application for "Approved Occupant" status.

3 Resale or Rental.

(a) Obligation of Owner: Contents of Agreements. Should a current resident wish to sell or rent his or her living unit, the same procedures described above in Section 2 will be followed. The prospective buyer or renter will be required to complete a Membership Application and Age Verification form. Review of this form will be done pursuant to Section 2. Owners shall inform all

prospective purchasers or renters of this procedure and shall provide the Trustees with the information required in subsection (b)(i).

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 this Amended Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and (2) state the following: "The Dixie Downs Resort 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 Dixie Downs Resort Owners Association to prohibit permanent residence of persons under 18 years of age as is permitted under an exemption of the Act."

In addition, rental agreements and deeds of trust shall provide that failure by the lessee or trustor to comply with the terms of this Amended Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall be default under the agreement. Sale and Rental Agreements shall be approved by the Association as to form and content prior to execution. An approved form of rental agreement is attached hereto as Exhibit 4.

(b) Records The Association shall maintain the following:

(i) A log or other accounting of all persons making inquiry with respect to the sale or rental of a living 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. Members of the Association offering living units for sale or rental shall supply this information to the board of Trustees.

(ii) For all persons who execute a purchase or lease agreement with an owner, the name of each such person(s), their current address and prospective address in the project, the age of each proposed occupant of the dwelling together with a copy of the documents provided to verify their ages, and the date of the agreement. Such information may be included in the "Association Membership Application and Age Verification" form.

(iii) A log or other record of all persons occupying a living unit. Such record to be updated quarterly and shall include names, address, and ages.

(iv) For each subsequent transfer of a living 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

(v) For the sale, lease, or other transfer of a living 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 reasons for the rejection, and the date of the rejection.

4. Occupancy by at Least One Person 55 years of Age or Older per Living 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 or is done pursuant to a policy of setting aside a certain number of housing units for persons under 55 years of age. To maintain the exemption under the Act for housing of older persons, at least 80% of the living 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 persons younger than 55 is to prevent the disruption of the lives of surviving spouses and cohabitants under age 55 when the over age 55 member of the household dies or otherwise leaves the living unit. The Department of Housing of Urban Development (HUD), has indicated in the preamble to its regulations that so long as the 80% rule is not violated, occupancy of a living unit can be approved, in the following situations, where there is no occupant over age 55 (1) the individual has relatives in the project who would benefit from their residence nearby, (2) the individual inherited the property from a former occupant; (3) the individual is the surviving spouse or cohabitant of a former occupant; (4) the individual is a nurse or other medical professional whose presence would be beneficial to a resident. It is expressly provided that the Association shall not set aside a certain number of living units for persons under 55 years of age.

5. Applicability. The provisions of this Article shall not apply to prohibit the occupancy of any person presently occupying a living unit in the project before the date of this amendment or prohibit the occupancy by any child born to such occupant while that occupant is a resident of the project, so long as the 80% rule is not violated. Any sale or rental of the living unit by such occupant, however, must be in accordance with the provisions of this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. Resort Owners Association, a Planned Unit Development, specifically including this Article

F. Article II Shall Be Renumbered To Article III

G. Article III Shall Be Renumbered To Article IV

H. Article IV Shall Be Renumbered To Article V and Paragraph 1 Thereof Shall Be Modified As Follows:

1 Easement of Enjoyment, Delegation of Use Any member may designate in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Also, use by family members, tenants, contract purchasers or guests shall be subject to this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. Resort Owners Association, a Planned Unit Development, the Bylaws and Rules and Regulations promulgated by the Board of Trustees

I. Article V Shall be Renumbered to Article VI and Paragraphs 1 and 2 Thereof Shall be Modified as Follows:

1. Creation of Lien and Personal Obligation of Assessments.

The Declarant and members, for each living unit completed and occupied for the first time, hereby covenants, and each owner of any living unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) base assessments,
- (2) special assessments,
- (3) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. Resort Owners Association, a Planned Unit Development, and
- (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided.

The assessments, together with interest, costs and reasonable attorney's fees, as hereinafter provided, shall be a charge on the Lot and living unit and shall be a continuing lien upon the Lot and living unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot and living unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2 Purpose of Assessments Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety and welfare of the 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, management and supervision of the areas; 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 to the Association to perform or fulfill its obligations, functions, or purposes under this Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. Resort Owners Association, a Planned Unit Development, or its Articles of Incorporation. The assessments may further provide for services benefiting persons 55 years of age and older, including, without limitation, information and counseling, recreational and referral services, transportation to facilitate access to social, community and continuing education programs, emergency and preventive health care programs, services designed to encourage and assist owner to use the services and facilities available to them, and other such related services.

I. Article VI Shall be Renumbered to Article VII and Paragraph 3 Thereof Shall be Amended as Follows:

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.

K. Article VII Shall be Renumbered to Article VIII and Paragraph 2 Thereof Shall be Amended and a Paragraph 15 Shall be Added as Follows:

2. Use of Lots. Except designated commercial lots, which initially shall be Lot 107 (upon which the Declarant may place such commercial facilities, parking arrangements and recreational amenities as Declarant deems appropriate). Declarant shall have the unilateral right to designate additional lots for commercial use, or dedicate lots as common area by filing appropriate documents. All noncommercial lots shall be used only for homes built on site or commercially built Recreational Vehicle (R.V.'s) (including Park Model R.V.'s) no more than 10 years old at the time of their first use on the lot. Exceptions to this may be granted by the Architectural Control Committee upon a showing that the R. V. is in a good and slightly condition, which determination shall be made in the sole discretion of said committee. All R.V.'s shall be parked on the designated parking pad and the total length of the R.V. and its towing vehicle shall not exceed the length of the Lot, unless otherwise approved by the Architectural Control Committee.

All lots are or will be improved with a concrete pad for Recreational Vehicle parking and a patio. Electrical and sewer and cable television hookups are also provided. Cable television is optional upon payment of subscription fees. No Lot shall be used, occupied or altered in violation of law, so as to create nuisance or interfere with the rights of any owner or in a way that would result in an increase in the cost of insurance covering the Common Areas. No more than one (1) home or Recreational Vehicle plus two (2) other parked vehicles will be permitted or maintained upon any Lot in said subdivision. No Lot or Lots shall be re-subdivided except for the purpose of combining two or more lots into ONE. 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.

Notwithstanding the use restrictions of this paragraph, the Declarant reserves the right to convert unsold lots to Common Area at his sole discretion. These lots shall then be subject to the use restrictions governing Common Areas.

15. Covers Over R.V.'s and Homes. Permanent or temporary free-standing covers over R.V.'s and homes shall not be permitted, except Lot Owners with such a cover over their R.V. or home existing at the time of execution of this Amendment shall not be held in violation of this provision.

L. Article VIII Shall be Renumbered to Article IX.

M. Article IX Shall be Renumbered to Article X.

N. Article X Shall be Renumbered to Article XI.

O. Article XI Declarant's Rights Shall be Renumbered to Article XII.

P. Article XII Shall be Renumbered to Article XIII and Section G Thereof Shall be Amended as Follows

6. Leases. Any lease agreement between an owner of a living unit or Lot and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Amendment to the Declaration, Articles of Incorporation of the Association, Bylaws of said Association, and Rules and Regulations as promulgated by the Board of Trustees, and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Furthermore, all leases shall (i) be in writing, (ii) comply strictly with the terms and requirements of Article II, and (iii) be left in the office of the Association by the homeowner

Q. Execution of Amendment

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Dixie Downs R. V. Resort Owners Association, a Planned Unit Development, shall not be recorded until (1) at least two-thirds (2/3) of the lot owners shall consent to this Amendment, (2) the president of the Association shall execute a Verification to be attached hereto as Exhibit 3 that at least 80% of the living units of the Project are occupied by at least one person 55 years of age or older and (3) at least one hundred percent (100%) of the Mortgagees (based on one vote for each Mortgagee) of the individual Lots have given their prior written approval to this amendment (Article IX, Section 10 of the Declaration of CC&R's). This Amendment shall then be effective upon recording

IN WITNESS WHEREOF, the President of the Association represents (1) that she has executed the Verification attached as Exhibit 3, (2) that one hundred percent (100%) of the Mortgagees of the individual Lots have given their prior written approval to such Amendment and (3) that at least two-thirds (2/3) or

more of all Lot owners of the Association approved this Amendment at a meeting of the Association members on April 1, 1995.

DIXIE DOWNS RESORT
OWNERS ASSOCIATION

By. Sandra McGeenan

Its President

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

On this 3rd day of May, 1995, before me personally appeared Sandra McGeenan 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 President of Dixie Downs Resort Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its board of trustees, and he/she acknowledged before me that he/she executed the document on behalf of the corporation and for its stated purpose

Penny Jo Bundy
Notary Public

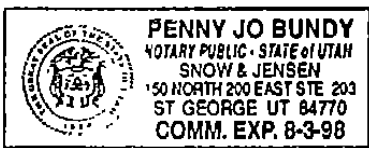


EXHIBIT 1

**ASSOCIATION MEMBERSHIP APPLICATION
AND AGE VERIFICATION**

NAME OF APPLICANT(S):

LAST FIRST INITIAL AGE

PRESENT ADDRESS: (give street etc., do not give p.o. box mail address)

STREET CITY STATE ZIP CODE

LAST FIRST INITIAL AGE

PRESENT ADDRESS: (give street etc., do not give post office mail address)

STREET CITY STATE ZIP CODE

**IN CASE OF EMERGENCY, PLEASE NOTIFY (NAME, ADDRESS AND
PHONE NO.)**

_____ () -

FAVORITE ACTIVITIES:

DO YOU INTEND TO OCCUPY THE RESIDENCE: YES _____ NO _____
IF YOU DO NOT INTEND TO OCCUPY THE RESIDENCE, PLEASE SUPPLY THE
FOLLOWING INFORMATION ABOUT THE OCCUPANTS:

NAME OF OCCUPANT(S) _____
AGE _____
BIRTHDATE: _____
PRESENT ADDRESS: _____

ADDRESS OF LIVING UNIT INTENDED TO BE OCCUPIED:

DOCUMENTATION OF AGE: A copy of a documented proof of age (Driver's
License, Birth Certificate, Notarized Statement or other proof of age) is attached hereto.

IN APPLYING FOR MEMBERSHIP IN THE ASSOCIATION, I (WE) UNDERSTAND THAT DIXIE DOWNS RESORT OWNERS ASSOCIATION IS BEING MANAGED AS HOUSING FOR OLDER PERSONS AND, IN ORDER TO COMPLY WITH THE REQUIREMENTS OF THE FAIR HOUSING AMENDMENTS ACT OF 1988, DIXIE DOWNS RESORT OWNERS ASSOCIATION MUST CONSISTENTLY EVIDENCE AN INTENTION TO PROVIDE HOUSING FOR OLDER PERSONS, AND AT LEAST EIGHTY PERCENT (80%) OF THE RESIDENCES MUST BE OCCUPIED BY AT LEAST ONE PERSON, FIFTY-FIVE (55) YEARS OF AGE OR OLDER. I (WE) FURTHER ACKNOWLEDGE THAT THE ASSOCIATION IS REQUIRED TO MONITOR AND VERIFY THE AGE OF THE OCCUPANTS IN THE DIXIE DOWNS RESORT PROJECT AND, IN THE EVENT THE RESIDENCE IS OCCUPIED BY PERSONS OTHER THAN AS PROVIDED HEREIN, SUCH THAT SUCH OCCUPANCY SHALL NOT DEMONSTRATE AN INTENTION TO PROVIDE HOUSING FOR OLDER PERSONS OR SHALL CAUSE LESS THAN AT LEAST EIGHTY PERCENT (80%) OF THE UNITS AT THE DIXIE DOWNS R. V. RESORT PROJECT TO BE OCCUPIED BY AT LEAST ONE PERSON WHOSE AGE IS FIFTY-FIVE (55) AND OVER, THE ASSOCIATION SHALL HAVE THE RIGHT TO ENFORCE THE PROVISIONS OF THE DOCUMENTS BY ANY APPROPRIATE MEANS. I (WE) CERTIFY THAT THE INFORMATION SUPPLIED BY ME (US) IS TRUE AND CORRECT

DATED this _____ day of _____, 199__

APPLICANT

SPOUSE

EXHIBIT 2

| | |
|---|--|
| <p>APPROVED OCCUPANT'S IDENTIFICATION CARD</p> <p>This Card is proof and verification that _____ is an approved occupant of the Dixie Downs Resort Project, a community intended for and managed for housing of older persons. This card should be kept on the person of the occupant or in the occupant's living unit. This card is not transfereable or reproducible. Dated this _____ day of _____, 199__</p> <p>DIXIE DOWNS RESORT OWNERS ASSOCIATION BY: _____ ITS: _____</p> | <p>APPROVED OCCUPANT'S IDENTIFICATION CARD</p> <p>This Card is proof and verification that _____ is an approved occupant of the Dixie Downs Resort Project, a community intended for and managed for housing of older persons. This card should be kept on the person of the occupant or in the occupant's living unit. This card is not transfereable or reproducible. Dated this _____ day of _____, 199__</p> <p>DIXIE DOWNS RESORT OWNERS ASSOCIATION BY: _____ ITS: _____</p> |
| <p>APPROVED OCCUPANT'S IDENTIFICATION CARD</p> <p>This Card is proof and verification that _____ is an approved occupant of the Dixie Downs Resort Project, a community intended for and managed for housing of older persons. This card should be kept on the person of the occupant or in the occupant's living unit. This card is not transfereable or reproducible. Dated this _____ day of _____, 199__</p> <p>DIXIE DOWNS RESORT OWNERS ASSOCIATION BY: _____ ITS: _____</p> | <p>APPROVED OCCUPANT'S IDENTIFICATION CARD</p> <p>This Card is proof and verification that _____ is an approved occupant of th Dixie Downs Resort Project, a community intended for and managed for housing of older persons. Th card should be kept on the person of the occupant or in the occupant's living unit. This card is not transfereable or reproducible. Dated this _____ day of _____, 199__</p> <p>DIXIE DOWNS RESORT OWNERS ASSOCIATION BY: _____ ITS: _____</p> |
| <p>APPROVED OCCUPANT'S IDENTIFICATION CARD</p> <p>This Card is proof and verification that _____ is an approved occupant of the Dixie Downs Resort Resort Project, a community intended for and managed for housing of older persons. This card should be kept on the person of the occupant or in the occupant's living unit. This card is not transfereable or reproducible. Dated this _____ day of _____, 199__</p> <p>DIXIE DOWNS RESORT OWNERS ASSOCIATION BY: _____ ITS: _____</p> | <p>APPROVED OCCUPANT'S IDENTIFICATION CARD</p> <p>This Card is proof and verification that _____ is an approved occupant of th Dixie Downs Resort Project, a community intended for and managed for housing of older persons. Th card should be kept on the person of the occupant or in the occupant's living unit. This card is not transfereable or reproducible. Dated this _____ day of _____, 199__</p> <p>DIXIE DOWNS RESORT OWNERS ASSOCIATION BY: _____ ITS: _____</p> |
| <p> </p> | <p> </p> |

**EXHIBIT 3
VERIFICATION**

State of Utah,)
 : ss
County of Washington.)

I, SANDRA MCGEEHAN, under oath avers as follows:

1. I am the president of the DIXIE DOWNS RESORT OWNERS ASSOCIATION.

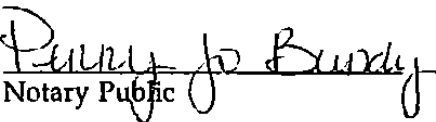
2. I have conducted a survey of the occupants of the DIXIE DOWNS RESORT OWNERS ASSOCIATION project and verify that at least 80% of the living units in the Project are occupied by at least one person 55 years of age or older.

3. Inasmuch as I have surveyed the occupants of the DIXIE DOWNS RESORT OWNERS ASSOCIATION and have verified that at least 80% of the living units in the Project are occupied by at least one person 55 years of age or older, such present occupants will not be required to complete an Association Membership Application and Age Verification form, but all occupants hereafter shall be required to complete such form. This provision does not exempt any occupant, present or future, from complying with the terms and conditions of the Amended Declaration of Covenants, Conditions and Restrictions of Dixie Downs Resort Owners Association.

IN WITNESS WHEREOF, I have set my hand to this document this 3rd of MAY 1995.


SANDRA MCGEEHAN

Subscribed and sworn to before me on this 3rd day of May 1995


Notary Public

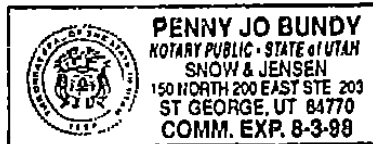


EXHIBIT 4

RESIDENTIAL RENTAL AGREEMENT (FORM)

THIS AGREEMENT made this ____ day of _____, by and between _____ (herein called "Landlord,") and _____ (herein called "Tenant"). Landlord hereby agrees to rent to Tenant the real property located in the City of St George, County of Washington, State of Utah, described as follows:

Landlord rents the demised premises to Tenant on the following terms and conditions:

1. RENT: Tenant agrees to pay Landlord as rent the sum of _____ (\$ _____) per month, due and payable monthly in advance on the _____ day of each month during the term of this agreement
2. PAYMENT OF RENT: Each rental payment shall be made in cash or by check, payable to the Landlord. However, payment in check is subject to the provision of paragraph 4 herein.
3. RENTAL COLLECTION CHARGE: Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Residential Rental Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to **12 NOON** on the _____ of the month, regardless of cause, including dishonored checks, Tenant further agrees to pay a late charge to Landlord equal to five percent (5%) of such overdue amount. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment
4. BAD CHECK SERVICING CHARGE: In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay as additional rental the sum of Ten Dollars (\$10.00). If for any reason a check is returned or dishonored, all future rent payments will be cash or money order
5. USE: The Tenants agree to use the premises only as residence for themselves.
6. PETS: There shall be no pets allowed on the rented premises except as may be granted by Landlord, in writing. Tenant hereby agrees that if found in violation, the rents due hereunder may be raised at the Landlord's discretion. If pets are allowed by Landlord, Tenant agrees to render an additional security deposit of Two Hundred Dollars (\$200.00).

If Landlord consents to Tenant keeping a pet the further restrictions set forth in this paragraph shall govern. The Tenant is to be fully responsible for any damage to property of Owner or of others which may result from the maintenance of the pet. Tenants agree to pay for pest infestation services after termination of occupancy. Said moneys shall be the responsibility of the Tenant and shall be deducted from the security deposit. Landlord reserves the right to revoke this consent on three (3) days' notice to Tenant, if in the opinion of the Landlord's employees, the pet has been a nuisance to other residents or has not been maintained according to these rules. In the event consent is revoked, Tenant agrees to forthwith discontinue maintenance of the pet and failure to so discontinue shall be a breach of the Residential Rental Agreement. Any animals on the property not registered under this Residential Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of Landlord.

7. NON-ASSIGNMENT OF RESIDENTIAL RENTAL AGREEMENT: Tenant agrees not to assign this agreement, nor to sublet any part of the property, nor to allow any other person

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to live therein other than as named in paragraph 5 above without first requesting permission from the Owner and paying the appropriate surcharge. Further, that covenants contained in this Residential Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

8. LEGAL OBLIGATIONS: Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Residential Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

9. ATTORNEY'S COST: Tenant agrees to pay and discharge all costs, attorney's fees, and expenses that shall arise from enforcing the covenants of this Residential Rental Agreement by the Landlord.

10 REPAIR POLICY: The Tenants hereby acknowledge that they have been informed that the Landlord may not always be available to provide support services to Tenants. If a problem comes up that should cost Twenty-five Dollars (\$25.00) or less to repair, then the Tenants are expected to deal with it themselves. If a problem comes up that will cost more than Twenty-five Dollars (\$25.00) to repair, then the Tenants must get in touch with Landlord as soon as possible, between 9 a.m. and 5 p.m. on Monday through Friday. After normal business hours, Tenants may leave a message and someone will get back to them as soon as possible. Under no circumstances will Landlord be responsible for any improvements or repairs costing more than Twenty-five Dollars (\$25.00) unless the Tenants were given written authorization to make repairs to improvements in advance.

11. SECURITY DEPOSIT: Tenants hereby agree to pay a security deposit of _____ (\$_____), to be refunded upon vacating, return of the keys, and termination of this contract according to the terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by Landlord until at least fourteen (14) working days after Tenants have vacated the property. At that time, Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for repairs, cleaning, etc. will then be returned to Tenant with a written explanation of deductions, within fourteen (14) working days after they have vacated the property.

12 CLEANING FEE: Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or pay a cleaning fee if Landlord has the property professionally cleaned.

13 NOTICE OF INTENT TO MOVE: Tenant agrees to give Landlord written notice of intent to terminate his occupancy at least thirty (30) days prior to the end of any monthly period. All parties agree that termination of this agreement without prior notice will constitute a breach of the tenancy as agreed on page 1, and all security deposits shall be forfeited in favor of the Owner as full liquidated damages at Owner's option following termination without notice.

14 TENANCY AND LEASE PROVISIONS: The term of this lease shall be for a period of _____ years and _____ months, beginning on _____, and ending on _____. This lease will be automatically renewed on a month-to-month tenancy basis at a monthly rental equal to _____% of the rent paid for the last month of the term of this lease unless written notice of termination is given by either party at least thirty (30) days

before the end of the above lease term or any renewal or extension period, or unless another lease is signed by both parties

15 **TENANT COOPERATION:** Tenant agrees to cooperate with Owner/agent in showing property to prospective tenants, prior to termination of occupancy.

16 **REMOVAL OF LANDLORD'S PROPERTY:** If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Residential Rental Agreement. Landlord may also take further legal action

17. **TENANT INSURANCE** No rights of storage are given by this agreement. Landlord will not be liable for any loss of tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees

Tenants agree to provide insurance for their contents at Tenants expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility, and they alone shall bear the consequences.

18 **ABANDONMENT** If Tenant leaves the premises unoccupied for fifteen (15) days, without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, then Landlord and/or his representatives have the right to take immediate possession of the property and to bar the resident from returning. Landlord will also have the right to remove any property that the residents have left behind and store it at Tenant's expense

19 **LOCK POLICY:** No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

20 **CONDITION OF PREMISES.** The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within three (3) days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

21. **REPAIRS AND SERVICES:** Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heaters, etc., will either be in working order or will be repaired, once the Tenants give proper notice to Landlord. Tenants are encouraged to report any necessary repairs no matter how slight, in writing, but they are hereby advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession

22. **UTILITIES:** Tenants will be responsible for payment of electrical and sewer charges and shall put such charges in their own name. Water and garbage charges will be the responsibility of the landlord. Tenants specifically authorize the Landlord to deduct amounts of unpaid electrical and sewer bills from their deposits in the event they remain unpaid after termination of this Agreement

23. **ROOF AND TERMITE ALERT:** Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

24. **NON-LIABILITY:** The Tenants hereby state that any work or repairs that need to be done will be farmed out to competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner which meets all federal, state, and local regulations. Tenants further state that they will be legally responsible for any mishap, either they do themselves or hire others to do. Landlord will be held free from harm and liability, along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help

25. **PHONE:** The Tenants agree to get a phone installed in the premises as soon as possible. Landlord will be given the phone number within two (2) working days of installation and will be notified within two (2) working days of any future changes in the phone number.

26. **ACCESS TO PREMISES** The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, mortgagees, workmen, or contractors. Whenever practicable, a 2-day notice of the Owner's intent to enter shall be given to the resident. The Owner may also display "for rent" and "for sale" signs on the building on which the rented residence is a part.

27. **PEST CONTROL POLICY.** Resident is responsible for any ongoing pest control service, if the resident desires such service. Owner is not responsible for any damage done to the resident's person, or property by such pests, or to the person or property of resident's family or any other person on their premises

28. **WAIVER:** All rights given to Landlord by this Residential Rental Agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Residential Rental Agreement.

29. **BINDING** Tenant hereby states that they have the legal right to sign for any and all other residents and to commit them to abide by this contract

30. **TERMS** In this Residential Rental Agreement, the singular number, where used, will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, and the term Resident will include Tenant

31. **FULL DISCLOSURE:** The Tenants signing this rental contract hereby state that all their questions about this Residential Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Residential Rental Agreement is acknowledgment that he/she has received a signed copy of the Residential Rental Agreement.

32. **ADDITIONAL COVENANTS:** Tenant shall be bound by and comply with the provisions contained in the Amended Declaration of Covenants, Conditions and Restrictions of Dixie Downs Resort, Bylaws of Dixie Downs Resort Owners Association, Articles of Incorporation of Dixie Downs Owners Association, and rules and regulations promulgated by the Board of Trustees of the Association, including but not limited to, all regulations relating to Dixie Downs

Resort status as an Adult Community. Tenant acknowledges that THE DIXIE DOWNS RESORT 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 DIXIE DOWNS RESORT OWNERS ASSOCIATION TO PROHIBIT RESIDENCE OF PERSONS UNDER 18 YEARS OF AGE AS IS PERMITTED UNDER AN EXEMPTION OF THE ACT. Tenant must complete the Membership Application and Age Verification form attached hereto as Exhibit I and turn the same into the Association for review and approval. Said Application shall be rejected by the Board of Trustees of the Association and this lease not approved if approval of the same would jeopardize the Projects Adult Community status.

Failure of Tenant to comply with the terms of this paragraph shall constitute default under the terms of this Agreement

33. COPY FOR ASSOCIATION: A copy of this Agreement shall be placed with the secretary of the Dixie Downs Resort Owners Association to be kept in the records of said Association.

ACCEPTED THIS _____ day of _____ 199__

Landlord

Tenant

APPROVAL RE ADULT COMMUNITY
STATUS REQUIRED OF AND GIVEN BY:

DIXIE DOWNS RESORT
OWNERS ASSOCIATION

BY: _____

Its _____

EXHIBIT 1

**ASSOCIATION MEMBERSHIP APPLICATION
AND AGE VERIFICATION**

NAME OF APPLICANT(S):

LAST FIRST INITIAL AGE

PRESENT ADDRESS: (give street etc., do not give p.o. box mail address)

STREET CITY STATE ZIP CODE

LAST FIRST INITIAL AGE

PRESENT ADDRESS (give street etc., do not give post office mail address)

STREET CITY STATE ZIP CODE

**IN CASE OF EMERGENCY, PLEASE NOTIFY (NAME, ADDRESS AND
PHONE NO.)**

_____ () _____

FAVORITE ACTIVITIES:

DO YOU INTEND TO OCCUPY THE RESIDENCE. YES _____ NO _____
**IF YOU DO NOT INTEND TO OCCUPY THE RESIDENCE, PLEASE SUPPLY THE
FOLLOWING INFORMATION ABOUT THE OCCUPANTS.**

NAME OF OCCUPANT(S). _____

AGE: _____

BIRTHDATE. _____

PRESENT ADDRESS _____

ADDRESS OF LIVING UNIT INTENDED TO BE OCCUPIED:

DOCUMENTATION OF AGE: A copy of a documented proof of age (Driver's License, Birth Certificate, Notarized Statement or other proof of age) is attached hereto.

IN APPLYING FOR MEMBERSHIP IN THE ASSOCIATION, I (WE) UNDERSTAND THAT DIXIE DOWNS RESORT OWNERS ASSOCIATION IS BEING MANAGED AS HOUSING FOR OLDER PERSONS AND, IN ORDER TO COMPLY WITH THE REQUIREMENTS OF THE FAIR HOUSING AMENDMENTS ACT OF 1988, DIXIE DOWNS RESORT OWNERS ASSOCIATION MUST CONSISTENTLY EVIDENCE AN INTENTION TO PROVIDE HOUSING FOR OLDER PERSONS, AND AT LEAST EIGHTY PERCENT (80%) OF THE RESIDENCES MUST BE OCCUPIED BY AT LEAST ONE PERSON, FIFTY-FIVE (55) YEARS OF AGE OR OLDER. I (WE) FURTHER ACKNOWLEDGE THAT THE ASSOCIATION IS REQUIRED TO MONITOR AND VERIFY THE AGE OF THE OCCUPANTS IN THE DIXIE DOWNS RESORT PROJECT AND, IN THE EVENT THE RESIDENCE IS OCCUPIED BY PERSONS OTHER THAN AS PROVIDED HEREIN, SUCH THAT SUCH OCCUPANCY SHALL NOT DEMONSTRATE AN INTENTION TO PROVIDE HOUSING FOR OLDER PERSONS OR SHALL CAUSE LESS THAN AT LEAST EIGHTY PERCENT (80%) OF THE UNITS AT THE DIXIE DOWNS R.V. RESORT PROJECT TO BE OCCUPIED BY AT LEAST ONE PERSON WHOSE AGE IS FIFTY-FIVE (55) AND OVER, THE ASSOCIATION SHALL HAVE THE RIGHT TO ENFORCE THE PROVISIONS OF THE DOCUMENTS BY ANY APPROPRIATE MEANS. I (WE) CERTIFY THAT THE INFORMATION SUPPLIED BY ME (US) IS TRUE AND CORRECT.

DATED this _____ day of _____, 199_____.

APPLICANT

SPOUSE

EXHIBIT 5
Legal Descriptions
Phase I

Parcel 1:

ALL OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF THE
NORTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF
SECTION 15, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE
AND MERIDIAN, EXCEPT THE EAST 40 0 FEET THEREOF FOR A
ROADWAY.

CONTAINING 9 976 ACRES OF LAND.

Parcel 2 (a Lot description of Parcel 1):

All of Lots 1-183 of the Official Plat of Dixie Downs R V. Resort,
recorded with the Washington County Recorders Office, State of Utah as
Entry No 271960, Book 369 at Page 153 on February 13, 1985

Phase II Property

All property adjacent to the Phase I property which is now owned, or
which hereinafter may be acquired by Declarants or their assigns.