

Recorded at the request of:
Cliffdweller Ranch Landowners Association
Board of Trustees

Record against:
Cliffdweller Ranch — Phase I and II

After recording, return to:
Bruce C. Jenkins, P.C.
352 E. Riverside Drive, Suite C-4
St. George, UT 84790

00683761 BK 1367 Pg 1183
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2000 MAY 01 11:10 AM FEE \$18.00 BY BJ
FOR: CLIFFDWELLER RANCH LANDOWNERS

**CLARIFICATION AND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
OF**

CLIFFDWELLER RANCH, PHASE I

This Clarification and Amendment to the Declaration of Covenants, Conditions and Restrictions of Cliffdweller Ranch Phase I is made and executed this 27 day of April, 2000, by CLIFFDWELLER DEVELOPMENT, INC., the successor to Cliffdweller Development, L.C. (hereinafter referred to as "Declarant").

RECITALS

A. Cliffdweller Development, L.C. caused to be recorded the Declaration of Covenants, Conditions and Restrictions of Cliffdweller Ranch, Phase I on June 2, 1993, as Entry No. 435012, Book 731, Pages 730-758, of the Official records of the Washington County Recorder (the "Declaration").

B. Article XI, Section 4, Declarant's Right to Amend, of the Declaration vests Declarant with the unilateral right to amend and clarify the Declaration as may be reasonably necessary or desirable to, among other things, "more accurately express the intent of the provisions of the Declaration in light of the then existing circumstances or information," and "to better ensure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Declaration."

C. This Clarification shall apply to and be recorded against Phases I and II of Cliffdweller Ranch as more particularly described in Exhibit A, attached hereto and incorporated herein.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends and clarifies the Declaration as follows:

Article V, Section 7:

As presently written, Article V, Section 7, of the Declaration refers to both monthly and yearly assessments. The current practice of the Cliffdewler Ranch Landowners Association is to levy assessments annually and not monthly. Such practice is in harmony with the intent expressed in the Declaration. Thus, to more accurately express the intent of the provisions of the Declaration and to better ensure the workability of the Declaration in light of the existing practices for levying assessments, Article V, Section 7, is hereby clarified and amended as set forth below:

7. Yearly Assessment Due Dates. The yearly assessment provided for herein shall commence as to all Lots on the date a deed is delivered to the first purchaser of a Lot (or contract of sale) or the date of occupancy under an occupancy agreement whichever first occurs. The first yearly assessment shall be adjusted according to the number of days remaining in the year of conveyance, contract or occupancy, as the case may be. Yearly assessments shall be due and payable on the first day of January each year. Effective with calendar year 2001, assessments not paid by March 31st shall be considered delinquent and subject to the service charge and interest described below. At least fifteen (15) days prior to the effective date of any change in amount of the yearly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned. Failure to provide notice shall not relieve the Owner of the obligation to pay assessments.

Article VII, Section 9:

Article VII, Section 9, addresses temporary structures, equipment, and motor vehicles. Among other things, the Declaration as presently written prohibits parking of trucks larger than 3/4 ton and other similar equipment or vehicles on any Lot. The intent of such provision was and is to prohibit all commercial vehicles, such as 3/4 ton trucks, and including without limitation, semi-tractor trailers, and all commercial equipment such as dump trucks, backhoes, etc. Article VII, Section 9, further permits a mobile home or travel trailer to be parked and occupied on a Lot for a maximum period of one (1) year from the date of issuance of a building permit while the Living Unit is under construction. It was and is not the intent of this one-year period to deprive the Owner of a reasonable extension to the one-year period if necessary. Thus, Article VII, Section 9, is hereby clarified and amended to provide as follows:

9. Temporary Structures, Equipment, Motor Vehicles, Etc. Except as specifically provided in this Section, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently. No mobile home, travel trailer, camper, boat, aircraft or commercial vehicle such as a semi-tractor or trailer, dump truck, flatbed truck, backhoe, or truck larger than 3/4 ton, or similar equipment, or vehicle not in running condition shall be permitted to be parked on any Lot; except the Owner, with County approval, may park and occupy a mobile home or travel

trailer on his Lot for a maximum period of one (1) year from the date of issuance of a building permit while his Living Unit is under construction. The one-year limit may be extended, subject to review by the Architectural Control Committee and approval by the Board of Trustees. The equipment and vehicles previously described may be parked within a garage, hanger, or facility properly screened from the view of others and approved by the Architectural Control Committee. No motor vehicle or equipment whatsoever may be parked on any common street or driveway, but shall be kept in the parking areas.

Article VII, Section 10:

Article VII, Section 10, of the Declaration currently provides as follows: "Horses or similar animals may be bred and/or raised on the individual Lots. However, the allowable number of the foregoing animals shall not exceed three (3) animals per acre, excepting birds conforming to County regulations. Dogs, cats and other household pets may also be kept on the Lots. All large animals must be kept within a sturdy enclosure and are not allowed on the common areas except they be under a means of adequate control. All household pets must be leashed while in the Common Areas (if any)." Article VII, Section 2, of the Declaration further provides that "[e]ach Lot shall be improved with a Living Unit, each to be used only as a single-family residence which includes use by guests." In reading these two provisions together, the intent of the Declaration concerning Living Units and animals was to allow a Lot upon which a Dwelling Unit was constructed to have three (3) horses or similar animals per acre on Phase I. It is not the intent to allow Lots to be combined, particularly when only one Lot of the two Lots so combined has a Living Unit located upon it. Further, because the Lots are not always of even acreage, the issue of how many horses per acre deserves clarification. Thus, Article VII, Section 10, is clarified and amended as provided below:

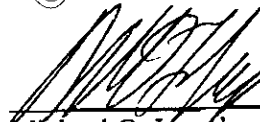
10. **Animals.** No animals of any kind may be kept on a Lot without a residential Living Unit on such Lot. Dogs, cats or other household pets, in reasonable numbers, and birds conforming to County regulations, may be kept on the individual Lots provided they are not kept, bred, or maintained for any commercial purpose. Horses or similar animals may be bred and/or raised on the individual Lots. However, the allowable number of the foregoing animals shall not exceed three (3) animals per acre; each such animal requiring .33 acres. By way of example, if a Lot consists of 1.33 acres, a total of four (4) such animals may be kept on the Lot. All large animals must be kept within a sturdy enclosure. No animals of any type may be allowed outside the Lot except under leash or other means of adequate control.

The above Clarification and Amendment does not replace or supercede the Supplemental Declaration, Cliffdwellier Ranch, Phase II, recorded on August 8, 1997, on the records of the Washington County Recorder, as Entry No. 573583, in Book 1123, at Pages 350-358. In the event of a conflict, the provisions of such Supplemental Declaration shall control over this Clarification and Amendment.

EXECUTED the day and year first above written.

DECLARANT:

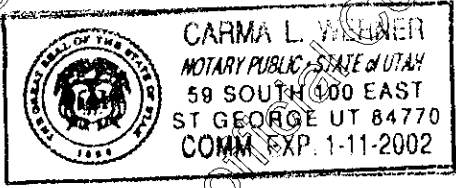
CLIFFDWELLER DEVELOPMENT, INC.
Successor to Cliffdweller Development, L.C.



Michael O. Longley

STATE OF UTAH,)
 :88.
County of Washington.)

On this 7th day of April, 2000, personally appeared before me Michael O. Longley, who being by me duly sworn did say that he is the President of Cliffdweller Development, Inc., a Utah corporation, and that he executed the foregoing Clarification and Amendment on behalf said Corporation by authority of a resolution of its Board of Directors, and he did acknowledge before me that the Corporation executed the same for the uses and purposes stated therein.





Notary Public

EXHIBIT A

The following real property is located in Washington County, State of Utah

Cliffdweller Ranch — Phase I:

All of Lots 1 through 30, of Cliffdweller Ranch — Phase I, according to the Official Plat thereof on file with the Washington County Recorder as Entry No. 435011, in Book 731, at Page 729, recorded on June 2, 1993.

Cliffdweller Ranch — Phase II:

All of Lots 31 through 71, of Cliffdweller Ranch — Phase II, according to the Official Plat thereof on file with the Washington County Recorder as Entry No. 545083, in Book 1039, at Pages 115-116, recorded on September 27, 1996.