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FOR: CAMEO PARK HOMEOWNERS ASSN

Record against
Phase 1, 2 and 3

Recorded at the request of:
Merrill and Associates, LLC

After recording, return to
Jenkins & Jensen, LLP
Attn: Bruce C. Jenkins
352 E. Riverside Dr., Ste C4
St. George, UT 84790

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

CAMEO PARK

This Clarification and Amendment to the Declaration of Covenants, Conditions and Restrictions of Cameo Park is made and executed this 5th day of March, 2001, by MERRILL & ASSOCIATES, L.L.C., the "Declarant" under said Declaration.

RECITALS

A. Merrill & Associates, L.L.C. caused to be recorded the Declaration of Covenants, Conditions and Restrictions of Cameo Park on December 14, 1998, as Entry No. 628484, in Book 1291, at pages 207-230, of the Official Records of the Washington County Recorder (the "Declaration").

B. Article XIII, Section 13.4, of the Declaration vests Declarant with the unilateral right to amend and clarify the Declaration.

C. This Clarification and Amendment shall apply to and be recorded against Phases 1, 2 and 3 of Cameo Park 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 5, Section 5.6

Presently, Article 5, Section 5.6, does not require the Association to procure and maintain Fire Insurance covering the Homes. However, it has been requested that the Association procure and maintain Fire Insurance. Thus, Article V, Section 5.6, shall be amended as follows:

Section 5.6 Insurance on Lots and Homes. The Association shall have responsibility to procure and to maintain fire casualty insurance coverage for the full replacement value of the Homes. The Association, however, shall have no duty or

responsibility to procure or maintain any liability, flood, earthquake, contents, or other casualty coverage for Lots or Homes. The Association shall have no duty to insure against any negligent acts or events occurring at or on the Lots or in the Homes.

ARTICLE 7, Section (b)

Article 7, Section (b), provides, among other things, that all Homes within the Properties must consist of a single level only. The topography of Lots of 2 and 3 are such that they accommodate homes with a walk-out basement. Thus, Article 7, Section (b) is hereby clarified and amended to provide as follows:

(b) Permitted Structures: The only building or structure permitted to be erected, placed, or permitted to be located on any Lot within the subdivision shall be a single level (except Lots 2 and 3 which may consist of two level homes, one level comprising a basement), detached single family dwelling placed within the building envelope for each Lot and not to exceed the height requirements found in this Section; and must include a minimum of a two-car and no more than a three-car, private, enclosed garage. No carports or partially enclosed garages will be allowed. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Ivins, Utah, in effect from time to time.

ARTICLE 7, Section (c)

Article 7, Section (c), provides certain minimum setback requirements. However, the setback requirements are not always entirely consistent with the Plat maps and designation of Common and Limited Common Areas. For this reason, Article 7, Section (c) is clarified as follows:

(c) Setbacks. Homes shall be located on the area of private ownership shown on the Plat map. Limited Common Area shall be located on the areas designated Limited Common Area on the Plat map. A valid easement for encroachments of the Home and Limited Common Area upon Common Area shall and does exist.

ARTICLE 7, Section (g)

The provisions of Article 7, Section (g), requires the color of roof tiles to be of a subdued earth tone. However, to aid in uniformity and consistency, the Declarant hereby selects a tile product known as Eagle #4522 as the tile to be used within the Properties. Thus, Article 7, Section (g) is hereby amended as follows:

(g) Roof Materials: Roof materials shall be limited to the following product type: Eagle #4522. If the manufacturer discontinues this color, the

Architectural Control Committee shall select the closest color to such product. The Architectural Control Committee shall have no liability for its selection of a new roof tile color.

ARTICLE 7, Section (i)

Article 7, Section (i), provides for the base building colors. To clarify and simplify the color selection process Article 7, Section (i) is amended as follows:

(i) Colors: Base colors shall be tones selected from the following four (4) colors manufactured by La Habra: 23 Aspen, 86 Sandstone, 97 Pacific Sand, 81 Oatmeal. White is prohibited. Pastels or high gloss finishes may not be used. Complimentary accent colors can be used on window trim, shutters, and doors.

ARTICLE 7, Section (l)

Article 7, Section (l), prohibits storage and utility buildings. It has come to the Declarant's attention, however, that appropriate sized storage sheds should be a permitted use in the Properties. Thus, Article 7, Section (l) is amended as follows:

(l) Accessory Buildings: Storage and utility buildings may be constructed of new materials in the back yard area of any Lot and shall be no higher than four (4) inches below the enclosed block walls. This restriction does not apply to the maintenance building located in the Association Park.

ARTICLE 7, Section (o)

Article 7, Section (o), sets forth the fencing restrictions applicable to the Project. It is necessary to clarify the fencing restrictions concerning block walls around patios and in Lot side yards. Thus Article 7, Section (o), is amended as follows:

(o) Fences: Fences, walls, and other barriers shall be constructed of material in a color and appearing consistent with the wall along the perimeter of the Property. Block walls around the patio areas and any block walls between homes shall have the side exposed to the street stucco coated to match the house. The inside of such block walls may be stucco coated or left plain.

ARTICLE 7, Section (p)

Article 7, Section (p), provides, among other things, that retaining walls must be shielded by landscaping. This landscaping requirement, however, is not always necessary or feasible. Thus, Article 7, Section (p), is amended as follows:

(p) Retaining Walls. Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the Architectural Control Committee. In the event approval is given for a retaining wall higher than five (5) feet, the retaining wall must be tiered.

ARTICLE 7, Section (r)

Article 7, Section (r), provides guidelines for radio, television, and other communication reception devices. Article 7, Section (r), is clarified and amended as follows:

(r) Antennas. Antennas for radio, television, or devices for reception or transmission of radio, microwaves, or other similar signals shall comply with all federal communications restrictions. Further, in no event shall a satellite dish exceed twenty (20) inches in diameter. Satellite dishes shall be located in such areas as may be reasonably designated by the Architectural Control Committee in accordance with Federal Communication Guidelines. It is mandatory that all homes be pre-wired for cable reception.

ARTICLE 7, Section (t)

Article 7, Section (t), regulates the location of utility meters; however, it does not specifically designate where the meters should be located. In that regard, Article 7, Section (t), is amended as follows:

(t) Utility Meters. Utility meters must be located upon the exterior wall of a garage or house near the front corner and closest to the power source. Exposed piping should be painted to match exterior colors of the dwelling structure. The area immediately around the meters should be cleared to allow for access.

ARTICLE 7, Section (w)

Article 7, Section (w), which relates to landscaping, is clarified and amended as follows:

(w) Landscaping. Landscaping shall be completed in accordance with the Landscape Plan submitted to and approved by the Architectural Control Committee prior to construction of the Home, and may include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery. At least thirty percent (30%) of the front yard landscaping shall be lawn. The remaining area of the front yard shall also be landscaped and may incorporate a drought tolerant, desert theme. Front yard landscaping must be completed within thirty (30) days of completion of construction of the home, and all landscaping must be completed within one hundred eighty (180) days of completion of construction of the home.

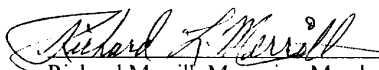
Any portion of the lot not used for structures, driveways, walks, or other such site improvements shall be landscaped. The front yard landscaping shall have a minimum of thirty percent (30%) to a maximum of seventy (70%) lawn. The remaining area shall be landscaped and may incorporate a drought tolerant, desert theme. If the rear yard is not walled on all sides by the homeowner, it shall be landscaped by the homeowner, using a minimum of one (1) shrub per eighty (80) square feet. The ground surface must be mulched using decorative gravel to prevent weed growth. If the homeowner installs a wall on the side yards and also screens a rear yard from the front, then rear yard landscaping shall be at the homeowner's discretion.

The above Clarification and Amendment does not replace or supercede the Supplemental Declaration. In the event of a conflict, the provisions of this Clarification and Amendment, however, shall control.

EXECUTED the day and year first above written.

DECLARANT:

MERRILL & ASSOCIATES, L.L.C.


Richard Merrill, Managing Member

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

On this 5th day of March, 2001, personally appeared before me Richard Merrill, who being by me duly sworn did say that he is the Managing Member of Merrill & Associates, L.L.C., a Utah limited liability company, and that he executed the foregoing CLARIFICATION AND AMENDMENT on behalf of said Company by authority of a resolution of its Managers/Members or its Operating Agreement, and he did acknowledge before me that the Company executed the same for the uses and purposes stated therein.


Notary Public



EXHIBIT A

Legal Description

Real Property located in Washington County, Utah

Phase 1

BEGINNING at a point which lies South $01^{\circ}28'21''$ West 1345.90 feet along the center section line from the North $1/4$ corner of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South $01^{\circ}28'21''$ West 106.03 feet along the center section line; thence North $89^{\circ}46'04''$ West 355.88 feet; thence North $01^{\circ}19'50''$ East 106.02 feet; thence South $89^{\circ}46'04''$ East 356.14 feet to the Point of Beginning.

Phase 2

BEGINNING at a point which lies South $1^{\circ}28'21''$ West 1451.93 feet along the center section line from the North $1/4$ corner of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being also the Southeast corner of Cameo Park Subdivision Phase 1, according to the Official Plat thereof, records of Washington County and running thence South $1^{\circ}28'21''$ West 558.99 feet along said center section line; thence North $89^{\circ}56'45''$ West 297.32 feet; thence North $0^{\circ}03'15''$ East 35.00 feet to a point of a curve to the left, the radius point of which bears North $0^{\circ}03'15''$ East 18.00 feet distant; thence Northeasterly along the arc of said curve through a central angle of $88^{\circ}43'26''$, a distance of 27.87 feet to the point of tangency; thence North $1^{\circ}19'50''$ East 269.00 feet; thence North $88^{\circ}40'10''$ West 74.00 feet; thence North $1^{\circ}19'50''$ East 236.80 feet to the Southwest corner of said Phase 1; thence South $89^{\circ}46'04''$ East 355.88 feet along the Southerly boundary thereof to the Point of Beginning.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING at a point which lies South $1^{\circ}28'21''$ West 1674.35 feet along the center section line and North $88^{\circ}40'10''$ West 33.00 feet from the North $1/4$ corner of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South $1^{\circ}28'21''$ West 282.79 feet to the point of a 20.00 foot radius curve to the right; thence Southwesterly along the arc of said curve through a central angle of $88^{\circ}34'55''$, a distance of 30.92 feet to the point of tangency; thence North $89^{\circ}56'45''$ West 174.65 feet to the point of a 18.00 foot radius curve to the right; thence Northwesterly along the arc of said curve through a central angle of $91^{\circ}16'34''$, a distance of 28.68 feet to the point of tangency; thence North $1^{\circ}19'50''$ East 288.63 feet; thence South $88^{\circ}40'10''$ East 231.27 feet to the Point of Beginning.

Phase 3

BEGINNING at a point which lies South $1^{\circ}28'21''$ West 1674.35 feet along the center section line and North $88^{\circ}40'10''$ West 33.00 feet from the North 1/4 corner of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South $1^{\circ}28'21''$ West 282.79 feet to the point of a 20.00 foot radius curve to the right; thence Southwesterly along the arc of said curve through a central angle of $88^{\circ}34'55''$, a distance of 30.92 feet to the point of tangency; thence North $89^{\circ}56'45''$ West 174.65 feet to the point of a 18.00 foot radius curve to the right; thence Northwesterly along the arc of said curve through a central angle of $91^{\circ}16'34''$, a distance of 28.68 feet to the point of tangency; thence North $1^{\circ}19'50''$ East 288.63 feet; thence South $88^{\circ}40'10''$ East 213.27 feet to the Point of Beginning.

TOGETHER WITH:

BEGINNING at a point which lies South $1^{\circ}28'21''$ West 2010.92 feet along the center section line and North $89^{\circ}56'45''$ West 297.32 feet from the North 1/4 corner of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North $89^{\circ}56'45''$ West 57.19 feet; thence North $1^{\circ}19'50''$ East 323.26 feet to a point on the Southwesterly boundary of Cameo Park Phase 2, according to the Official Plat thereof, records of Washington County; thence along said Southwesterly boundary the following four courses: South $88^{\circ}40'10''$ East 74.00 feet; thence South $1^{\circ}19'50''$ West 269.00 feet to the point of a 18.00 foot radius curve to the right; thence Southwesterly along the arc of said curve through a central angle of $88^{\circ}43'26''$, a distance of 27.87 feet; thence South $0^{\circ}03'15''$ West 35.00 feet to the Point of Beginning.