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RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 JAN 17 11:09 AM FEE \$40.00 BY KD
FOR: MERRILL & ASSOCIATES

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

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

CAMEO PARK

This Second Clarification and Amendment to the Declaration of Covenants, Conditions and Restrictions of Cameo Park is made and executed this 19th day of December 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") and the Clarification and Amendment to the Declaration of Covenants, Conditions, and Restrictions of Cameo Park on March 15, 2001, as Entry No. 714514, in Book 1399, at Page 1983 (the "First Clarification and Amendment").

B. Article XIII, Section 13.4, of the Declaration vests Declarant with the unilateral right to amend and clarify the Declaration for so long as Declarant maintains Class B status under the Declaration. The events terminating Declarant's Class B status have not occurred and Declarant currently maintains Class B status.

C. This Second 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, as amended in the First Clarification and Amendment provides 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 5, Section 5.6 shall be and is hereby amended as follows:

Section 5.6 Insurance on Lots and Homes. The Association shall have the responsibility to procure and maintain fire and earthquake 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, contents, or other casualty coverage for Lots or Homes. Each Owner is required to procure and maintain contents insurance which shall be the primary insurance policy covering the Lot and Home, subject to insurance required to be maintained by the Association. To the extent the fire insurance obtained by the Association excludes coverage based upon some negligent or intentional act or omission of an Owner, that Owner shall be responsible for all uninsured damage. Even for an damage caused by fire or earthquake and covered by insurance obtained by the Association, the Owner shall be responsible for the insurance deductible. Further, 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, DESIGN RESTRICTIONS

Presently, Article 7, DESIGN RESTRICTIONS, does not address construction of patio covers, awnings or other structures on or over Limited Common Areas. Thus, Article 7 shall be amended and added to as follows:

- (bb) The Declarant or Owner may construct, or cause to be constructed by a licensed contractor, patio covers, awnings or other structures on or over Limited Common Areas appurtenant a Home, provided such improvements are compatible with and in harmony with existing structures and the plans have been approved in advance by the Architectural Committee pursuant to Article 6 of the Declaration. In reviewing the plans the Architectural Committee shall notify in writing all members of the proposed construction who from any point on their Lot can see the subject Limited Common Area. Such

affected members shall have the right to give input to the Architectural Committee, but the Committee is not obligated to make their decision solely upon such input.

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

EXECUTED the day and year first above written.

DECLARANT:

MERRILL & ASSOCIATES, L.L.C.

Richard Merrill
Richard Merrill, Managing Member

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

On this 19th day of December 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 SECOND 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.

Anne M. Burnett
Notary Public

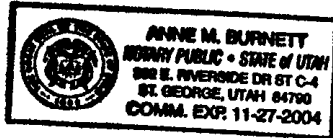


EXHIBIT A

Legal Description

Real Property located in Washington County, Utah

Phase 1

All of Lots 1, 2, 3, and 4, of Cameo Park Subdivision Phase 1, and all common areas and limited common areas, according to the official plat thereof on file in the records of the Washington County Recorder, State of Utah.

Phase 2

All of Lots 12, 13, 14, 15, 16, 17, 18, and 19, of Cameo Park Subdivision Phase 2, and all common areas and limited common areas, according to the official plat thereof on file in the records of the Washington County Recorder, State of Utah.

Phase 3

All of Lots 5, 6, 7, 8, 9, 10, 11, 20, 21, 22, ³⁴~~23~~, 24, and 25, of Cameo Park Subdivision Phase 3, and all common areas and limited common areas, according to the official plat thereof on file in the records of the Washington County Recorder, State of Utah.