0 0 8 5 0 7 2 7 Bk 1595 Pg 2139 RUSSELL SHIRTS * WASHINGTON CO RECORDER 2003 NOV 12 10:39 AM FEE \$12.00 BY AMH FOR: MERRILL AND 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

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF

CAMEO PARK

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Cameo Park is made and executed this 30 day of October, 2003, 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"); the Clarification and Amendment to the Declaration of Covenants, Conditions, and Restrictions of Cameo Park recorded on March 15, 2001, as Entry No. 714514, in Book 1399, at Page 1983 (the "First Clarification and Amendment"); and the Second Clarification and Amendment to the Declaration of Covenants, Conditions, and Restrictions of Cameo Park recorded on January 17, 2002, as Entry No. 749853, in Book 1446, at Pages 2444-2447 (the "Second Clarification and Amendment").
- B. Article XIII, Section 13.4, of the Declaration vests Declarant with the unilateral right to amend 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 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.

<u>AMENDMENT</u>

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

ARTICLE 10, Section 10.7

Presently, Article 10, Section 10.7, allows the parking of boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles on a cement pad behind the front lot line

RM.3.SECOND CLARIFICATION TO DECLARATION 444.01

setback area. However, it has not been the practice or policy of the Association or Declarant to allow the parking of such vehicles on the Project, except for temporary periods or in an enclosed garage. Thus, the second paragraph of Article 10, Section 10.7 shall be and is hereby reworded as follows:

Unless permitted by rule of the Association, no boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage. No such vehicles shall be parked overnight on any street located within the subdivision. Trailers, motor homes, and trucks over 9,000 pounds GVW are not allowed to be stored upon any vacant lot or street or road area adjacent to the Property.

The above Amendment does not replace or supercede the Declaration, any Clarification, Amendment or Supplemental Declaration to the Declaration. In the event of a conflict, the provisions of this 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 30 day of 0, 2003, 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 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 • STATE OF UTAH
852 E. RIVERSIDE DR ST C-4
8T. GEORGE, UTAH 84780
COMM. EXP. 11-27-2004

Cine MBurnett Notary Public