IVINS CITY

55 N Main St. Ivins, UT 84738
435-628-0606 ext. 720 Fax 435-674-5486
www.ivins.com

PAID CK 1707

Received by: MG.
Receipt #: 307281
Date: Apr. 15, 2019
Filing Fee: $500.00
Code: 08-815 106010

Petition requesting Private Street to be dedicated to Ivins City to become a Public Street

Application Fee: $ 500.00

Subdivision: Camio Park **Phase:** I

Name of Streets: 235 South, 365 East, 270 South, 300 South (see Attached Map)

Applicant/Agent: Bruce McGill/ John Hopkins **Phone #:** 385-335-1646

Email: mcglou@infowest.com

HOA Name: Camio Park **HOA President:** LouRee McGill

President Phone: 385-335-1646 **Email:** Louree@infowest.com

- ☐ Fee Paid
- ☐ Attach Map: Highlight Streets to be dedicated
- ☐ Copy of Current CCR's
- ☐ Copy of HOA Articles of Incorporation
- ☐ History of Pavement installation, seals, treatments and for streets older than 2005, a written report of results from Asphalt/Base core samples taken and analyzed by a geotechnical engineer.
- ☐ Copy of requisite number of signatures from HOA or other entity to endorse the dedication of the streets.

If approved, applicant is responsible to prepare a road dedication plat and submit the final plat using the cities final plat application process.

Signature of Applicant Bruce J McGill **Date** 4/15/2019

Signature of HOA President LouRee McGill **Date** 4/15/2019

Ivins City **Date** 4/15/19

IVINS CITY
55 N MAIN ST
IVINS UT 84738
435-628-0606

Receipt No: 307281
Receipt Date: 04/15/2019
Time of Receipt: 04/15/2019 03:15 PM

Petition Private Street to Publi	500.00
	$500.00

CHECK: 1707	500.00
	$500.00

400 E
E 235 S
400 E
S 365 E
E 270 S
400 E
E 300 S
400 E

COPY FOR YOUR INFORMATION

SNOW, NUFFER, ENGSTROM, DRAKE, WADE & SMART

A PROFESSIONAL CORPORATION

STEVEN E. SNOW
DAVID NUFFER*
CHRIS L. ENGSTROM
LYLE R. DRAKE
TERRY L. WADE †
RANDALL R. SMART
JEFFREY N. STARKEY †
MICHAEL A. DAY
JEFFERY J. MCKENNA*†
BRENT M. BRINDLEY
KIMBERLEE SELLERS
ROY MONTCLAIR
SHAREE LAIDLAW

* Also Admitted in Arizona
† Also Admitted in Nevada

ATTORNEYS AT LAW

192 East 200 North, Third Floor
St. George, Utah 84770

P.O. Box 400
St. George, Utah 84771-0400

(435) 674-0400

FAX (435) 628-1610

www.snedws.com

OTHER OFFICES:

SALT LAKE CITY OFFICE:
341 South Main St. Suite 201
Salt Lake City, Utah 84111
(801) 538-0400
FAX: (801) 538-0423

MESQUITE OFFICE:
590 West Mesquite Blvd. No. 201
P.O. Box 1347
Mesquite, Nevada 89024
(702) 346-7347
FAX: (435) 628-1610

November 30, 1998

State of Utah
Division of Corporations and Commercial Code
160 East 300 South
P.O. Box 146705
Salt Lake City, UT 84114-6705

RE: Cameo Park Homeowners Association

Gentlemen:

Enclosed is the original and a copy of Articles of Incorporation for "Cameo Park Homeowners Association." Also enclosed is a check in the amount of $20.00 to cover the filing fee.

Please review the Articles and if you find everything in order, file the same with your department. Thereafter, please return confirmation of filing to me in the envelope which is enclosed for your convenience.

Very truly yours,
SNOW, NUFFER, ENGSTROM, DRAKE, WADE & SMART

Deborah Calegory
Certified Paralegal

DC/hs
Enclosure
C: Richard L. Merrill
e mail address: deb.calegory@snedws.com
\\SERVER2\DN\M\Merrill, Richard\letut 102898 new dc.doc

ARTICLES OF INCORPORATION
OF
CAMEO PARK HOMEOWNERS ASSOCIATION

I, the undersigned, for the purpose of forming a corporation pursuant to the Utah Non-Profit Corporation and Co-Operative Association Act, Utah Code Ann. §16-6-18 et. seq. (1953, as amended) in the capacity of incorporator, adopt the following Articles of Incorporation.

ARTICLE 1
NAME

The name of the corporation is Cameo Park Homeowners Association. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE 2
DURATION

The existence of this corporation shall be perpetual.

ARTICLE 3
PURPOSES

This Association does not contemplate pecuniary gain or profit to the members thereof. No part of the income of the Association will be distributable to its members, trustees, or officers, no part of its earnings may inure to the benefit of any private shareholder or individual and all income collected shall be used solely to meet its losses and operating expenses.

The specific purposes for which it is formed are:

(a) to provide for maintenance, preservation and architectural control of the residence lots and common area (hereafter "the Properties") within Cameo Park Subdivision, a residential planned unit development, located in Ivins, Utah, as the same may be constituted from time to time;

(b) to promote the health, safety and welfare of the residents within the above-described development;

(c) to promote the social welfare and meet recreational needs of the members and for other purposes not for profit.

For this purpose, the Association shall have the power to:

(a) exercise all the powers and privileges and to perform all of the duties and obligations of the Association and enforce any and all covenants, restrictions and agreements applicable to the common area and lots of the development as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the Properties and recorded or to be recorded in the Office of the Washington County Recorder, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of all charges, or assessments pursuant to the terms of the Declaration;

(c) to pay all office and other expenses incident to the conduct of the business of the Association, including but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain, real or personal property in connection with the affairs of the Association;

(e) abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly by the Association, but only as provided in the Declaration;

(f) borrow money and with the prior written assent of the members, as provided in the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its other real or personal property as security for money borrowed or debts incurred;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, as provided in the Declaration;

(h) purchase insurance upon the common area and insurance for the protection of the Association and its members;

(i) reconstruct improvements after casualty loss and carry out the further improvement of the property;

(j) make and amend reasonable regulations respecting the use of the common area;

(k) enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Regulations for the use of the common area;

(l) contract for the management of the common area and delegate to such manager all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Trustees or the membership of the Association, and

(m) employ personnel to perform the services required for proper operation of the common area;

(n) make and perform any contracts and to do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein;

(o) have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

ARTICLE 4

MEMBERSHIP

Every person or entity who is a record owner of any Lot that is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment by the Association. Membership in the Association shall automatically transfer upon transfer of title by the record owner to another person or entity.

ARTICLE 5

VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all members with the exception of the Declarant, as defined in the Declaration. Class A members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B

membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) the expiration of seven (7) years from the first lot conveyance to a purchaser; or

(b) the surrender of Class B membership status by the express written action of the Declarant.

In the case of expansion (as provided under the Declaration), the Declarant's memberships appurtenant to the lots in the expansion area shall be Class B memberships.

ARTICLE 6

MEMBERSHIP CERTIFICATES

The Association may issue 25 certificates evidencing membership.

ARTICLE 7

GOVERNING BOARD

The affairs of this Association shall be managed by a Governing Board of three (3) trustees who need not be members of the Association. The number of trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of trustees until the selection of their successors are:

Name	Residence Street Address	City & State
Richard L. Merrill	443 East 700 South	St. George, UT 84770
LeRoi Merrill	1157 West 120 North	St. George, UT 84770
Velma P. Merrill	443 East 700 South	St. George, UT 84770

UNCCAA AND BYLAWS

The affairs of the corporation shall be conducted in accordance with the Utah Non-Profit Corporation and Co-Operative Association Act and Bylaws adopted and amended from time to time, by its trustees.

ARTICLE 9
INDEMNIFICATION

Every trustee, committeeman, and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a trustee, committeeman, or officer of the Association, whether or not he is a trustee, committeeman, or officer at the time such expenses are incurred, except when the trustee, committeeman or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of trustees approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such trustee, committeeman, or officer may be entitled.

ARTICLE 10
RIGHT OF INSPECTION

All books and records of the Association may be inspected for any proper purpose at any reasonable time by any member of the Association and any first

mortgagee or beneficiary of a first trust deed or each lienholder with first priority with respect to any Lot within CAMEO PARK Subdivision, a planned unit development, located in Ivins, Utah, as the same may be constituted from time to time.

ARTICLE 11

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 12

AMENDMENTS

Amendment of these Articles shall require the assent of sixty-seven percent (67%) of the entire membership.

ARTICLE 13

INCORPORATOR

The name and address of the incorporator is:

Name	Street Address	City & State
David Nuffer	192 East 200 North	St. George, UT 84770

ARTICLE 14

PRINCIPAL OFFICE

The location and address of the initial principal office shall be 443 East 700 South, St. George, Utah 84770. The registered agent at this address is Richard L. Merrill. This office and the name of the agent may be changed by the governing board without amendment of the articles of incorporation.

I, Richard L. Merrill, hereby accept appointment as the registered agent of this corporation.

Richard L. Merrill

RICHARD L. MERRILL

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Utah, the undersigned being the incorporator of this Association, has executed these Articles of Incorporation this 1ST day of December, 1998.

DAVID NUFFER

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 1 day of December, 1998, before me personally appeared David Nuffer personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

Deborah Calegory

NOTARY PUBLIC
Address: 192 E. 200 N. St. George, UT 84770
My Commission Expires:_____

\\SERVER2\DNM\Merrill, Richard\ar 102798 new dc.doc

DEBORAH CALEGORY
Notary Public
STATE OF UTAH
My Comm. Expires NOV 16, 1999
192 EAST 200 NORTH ST GEORGE UT 84770

Cameo Park HOA
Street Maintenance

Date	Service	Company
4/30/2005	Crackfill	Gordon Paving Company
2/26/2007	Crackfill	Gordon Paving Company
12/29/2009	Crackfill	Southwest Asphalt Service
12/10/2012	Crackfill	Southwest Asphalt Service
5/26/2015	Crackfill	Southwest Asphalt Service

7/21/2005	Sealcoat	Gordon Paving Company
4/20/2010	Sealcoat	Southwest Asphalt Service
4/20/2016	Sealcoat	Southwest Asphalt Service

Cameo Park Homeowners Association Petition

The Trustees of Cameo Park HOA solicit herewith your vote to deed Cameo Park streets, which are now private streets, to Ivins City. These streets are 365 E, 235 S, 270 S, and 300 S.

This action will transfer the ownership and maintenance of these streets, sidewalks and curbs to Ivins City, thereby removing the maintenance financial burden from Cameo Park HOA..

If no action is taken, the Ivins City master plan calls for eventually making public our 300 South Street.

Lot	Last Name	First	Name	Address	Signature	YES	NO	Date
1	Erickson	Bill	Linda	358 E 200 S				
2	Sarria	Mauricio	Janet	370 E 200 S	Mauricio Sarria	Y		11-13-18
3	Pitcher	Marjean		382 E 200 S	MarJean Pitcher	X		11-13-18
4	Hansen	Diane		390 E 200 S	Diane Hansen	X		11-13-18
5	Vandervest	Jack	Judi	399 E 300 S	Jack Vandervest	X		11-15-18
6	Fridley	Grover		387 E 300 S				
7	Gines	Doug	Betty	291 S 365 E	Betty Gines	X		11-15-18
8	Cottrell	Don	Ann	292 S 365 E				
9	Miller	Nona		280 S 365 E	Nona Miller	X		11-13-18
10	Nelson	Wayne	Sue	272 S 365 E	Wayne Nelson	Y		11-13-18
11	Provstgaard	Robert		256 S 365 E				
12	Cook	Boyd	Sheryl	244 S 365 E	Boyd Cook	X		11-13-18
13	Cutler	Blaine	Judy	238 S 365 E				
14	Ames	Sandy		371 E 235 S				
15	Andreasen		Barbara	383 E 235 S	Barbara Andreasen	X		11/13/18
16	Simonson	Bill	Sue	391 E 235 S		X		11/13/18
17	Thornton	Ted	Kathy	392 E 235 S	Ted & Kathy Thornton	X		11/14/18
18	Crow		Brenda	384 E 235 S	Brenda Crow	Y		11/15/18
19	Miller	Jessica		241 S 365 E	Jessica Miller		X	
20	Stobbe	Frank	Rina	255 S 365 E	Frank Stobbe	X		11/14/18
21	Meyer	Jim	Phyllis	385 E 270 S		X		11/14/18
22	Koehler	Charlie		393 E 270 S	Charlie Koehler	X		11-13-18
23	Hopkins	John	Joyce	394 E 270 S	John E Hopkins	X		11-13-18
24	McGill	Bruce	LouRee	386 E 270 S	Bruce C McGill	X		11-13-18
25	Derbidge	Dick	Lorna	279 S 365 E		X		11-14-18

LANDMARK
TESTING & ENGINEERING

January 22, 2019

Cameo Park HOA
Attention: Bruce McGill
386 East 270 South
Ivins, Utah 84738

Subject: Asphalt and Road Base Thickness Measurements
Cameo Park Subdivision – Ivins, Utah
Landmark Project No. 19026

Bruce:

On January 21, 2019 a representative from Landmark Testing & Engineering drilled six (6) cores through the asphalt at approximate locations shown on Figure 1 (attached). The cores were drilled with a 4-inch diameter diamond core bit. The thickness of the asphalt and underlying road base were measured at each core. The measured thicknesses are presented in the following table.

Core No.	Location	Asphalt Thickness (inches)	Base Course Thickness (inches)
1	235 S. Cul-de-sac	3.0	9.25
2	365 E. and 265 S.	2.5	11.5
3	365 E. and 270 S.	2.125	8.125
4	270 S. Cul-de-sac	2.25	9.0
5	365 E. and 300 S.	2.0	11.5
6	300 S.	2.0	9.5

The asphalt cores have been retained in our office and are available for inspection upon request.

Sincerely,

LANDMARK TESTING & ENGINEERING

LICENSED PROFESSIONAL ENGINEER
93-180048-2202
RUSSELL L.
OWENS
1-22-2019
STATE OF UTAH

Russell Owens, PE
Geotechnical Manager

Figure 1 (Core Location Photo) is attached and completes this letter.

AAP AASHTO R18



LANDMARK TESTING & ENGINEERING

CORE LOCATION PHOTO

LANDMARK PROJECT NO. 19029

FIGURE 1

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMEO PARK

THIS IS A DECLARATION of Covenants, Conditions and Restrictions for a completed planned unit development known as Cameo Park located in Ivins, Utah, which consists of 25 single family homes dedicated to the quiet enjoyment of their owners and guests. Homeowners own the land lying directly beneath their home and the rest of the property is common, or limited common property, owned by the Cameo Park Homeowners Association, hereafter referred to as "the Association."

RECITALS

Declarant is the President of the Cameo Park Homeowners Association, which consists of owners of certain real property in Ivins, Washington County, Utah, which is more particularly described below.

DECLARATION

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Map described in Exhibit A. This is for the purpose of protecting the value and desirability of the properties. This Declaration and the Map shall be construed as covenants of equitable servitude; shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each owner thereof.

Cameo Park is located in Ivins, Washington County, Utah, and is described as: SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

ARTICLE 1 – DEFINITIONS

The following definitions control in this Declaration. These terms, though defined, are generally not capitalized in the Declaration.

Section 1.1. Declaration means this instrument, and any amendments.

Section 1.2. Plat or Map means the subdivision plat previously recorded entitled "Cameo Park Subdivision", consisting of one sheet per phase, with three phases, prepared and certified by BUSH & GUDGELL INC., a Utah Registered Land Surveyor, or any replacements thereof, or additions thereto.

Section 1.3. Property or Properties means that certain real property herein before described, and such additions thereto as may hereafter be subjected to this Declaration.

Section 1.4. Common Area means that portion of property owned by the Association, shown on the plat as common area. Common area is dedicated to the common use and enjoyment of the homeowners.

Section 1.5. Limited Common Area means that portion of property owned by the Association shown on the plat as limited common area. The owner of the lot to which such limited common area is adjacent and or appurtenant has the use and enjoyment of that limited common area to the exclusion of other owners. Limited Common Area is subject to rights of the Association set forth in this Declaration.

Section 1.6. Lot means a separately numbered and individually described plot of land directly under the house as shown on the plat and designated as private ownership, but specifically excludes the common and limited common areas.

Section 1.7. Home means a single family detached dwelling. When the term "Home" is used, it includes fee title to the real property lying directly beneath the single family dwelling.

Section 1.8. Owner or Homeowner means the entitled person, or group of persons, owning fee simple title to any lot and home which is within the properties. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "owner" and has one (1) vote.

Section 1.9. Association means Cameo Park Homeowners Association, its successor and assigns.

Section 1.10. Member means every person or entity who holds membership in the Association. Every member is a homeowner, and every homeowner is a member.

Section 1.11. Trustees means the governing body of the Association.

Section 1.12. Declarant in this document means the President of the Cameo Park Home Owners Association.

Section 1.13. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

ARTICLE 2 – PROPERTY RIGHTS

Section 2.1. Title to Common Area. The Association owns in fee simple title the common area and limited common area. The Association covenants to maintain the common area in good repair and condition at all times and to operate the common area in accordance with high standards.

Section 2.2. Homeowners' Easements of Enjoyment. Every homeowner has a right and easement of use and enjoyment in and to the common area and limited common area. This easement is appurtenant to and passes with the title to every home and lot, subject to:

a. The terms and conditions of this Declaration.
b. The right of the Association to limit the number of guests or members using the common area.
c. The right of the Association to suspend the voting rights of a member for any period

during which any assessment or portion thereof against the lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.

d. The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for cash consideration;
e. The right of the Association, with the approval of sixty-seven percent (67%) of the owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of this common area to any private individual, corporate entity, public agency, authority, or utility.
f. The right of the Association to grant easements for public utilities or other public purposes consistent to the intended use of the common area by the Association.
g. The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
h. The right of the Association to charge reasonable admission, use, service and other fees for the use of any service of the Association or provided upon the common area.
i. The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the common area.

Section 2.3. Delegation of Use. A homeowner, or one having a right of use of facilities, is deemed to delegate 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. Damage caused to the common area and facilities, including personal property owned by the Association, by a member, or by a person who has been delegated the right to use and enjoy such common area and facilities by the member, shall create a debt to the Association. Debt owed to the Association as a result of damage to the common area and facilities shall be an assessment charged to the homeowner.

Section 2.4. Rules. The Trustees shall have the authority to promulgate rules and regulations for the governance of Cameo Park and persons within Cameo Park. These rules of the Association shall be compiled and copies shall be made available by the Trustees for inspection and copying.

Section 2.5. Penalties and Fines. Fines for violation of the Covenants, Conditions and Restrictions may be set and enforced by the Trustees.

ARTICLE 3 — MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every homeowner is a member of the Association. The term "homeowner or owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from lot and home ownership. Membership in the Association automatically transfers upon transfer of title by the record owner to another person or entity.

Section 3.2. Voting Rights. All homeowners who are current in payment of dues and assessments are voting members of the Association and are entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall

be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any Association meeting by any of the such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE 4 – FINANCES AND OPERATIONS

Section 4.1. Creation of a Lien and Personal Obligation of Assessments. Each subsequent owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) any other amount or assessment levied or charged by the Trustees pursuant to this Declaration, and (4) interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Successors-in-title shall not be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them. When a homeowner sells their home, a financial statement will be provided by the Association to the buyer's title company. This statement will define the current balance of the present home owner's account, so that the account can be settled at closing. The selling homeowner will ensure that this statement has been provided to the title company.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties; and (b) for the improvement and maintenance of properties, streets, services, and facilities devoted to this purpose. The assessments must provide for, but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common and limited common area, including the streets; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacements of those common and limited common areas which must be replaced on a periodic basis; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges.

Section 4.3. Maximum Annual Assessment and Annual Assessment. Beginning on October 1, 2006, following recording of this Declaration, the maximum annual assessment shall be four hundred and eighty dollars ($480) per lot, which is forty dollars ($40.00) per lot per month. This amount shall be the basis of calculation for future maximum annual assessments.

a. Definitions:

- Annual Assessment – defines the assessment which must be paid by each homeowner
- Maximum Annual Assessment – defines an upper limit for the annual assessment

b. The Trustees shall set the annual assessment on a calendar basis, January 1 to December 31. The annual assessment shall not exceed the maximum annual assessment. In the absence of a determination by the Trustees as to a change in the amount of said assessment, the annual assessment shall be the assessment for the previous assessment period.
c. The maximum annual assessment will be automatically increased each year by 10 percent (10%) above the maximum assessment for the previous year without a vote of the membership.
d. The Trustees may change the basis of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the votes of the members, voting in person or by proxy, at a meeting duly called for this purpose.
e. Notice of changes shall be given to each homeowner as provided in Section 4.7.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of common or limited common area structures, fixtures, landscaping and personal property related thereto. Special assessments must have the approval of sixty-seven percent (67%) of the votes of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

Section 4.5. Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting of members called for the purpose of taking any action authorized under Sections 4.3 or 4.4 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, and of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days' advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6. Uniform Rate of Assessment: Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. Annual, special and additional assessments may be collected on a monthly, quarterly or other basis, as the Trustees determine

Section 4.7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence to accrue on the first day of the month following conveyance of the lot to a new home owner. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year.

At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each homeowner subject thereto. This notice shall not be a prerequisite to validity of the assessment.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessments in installments throughout the assessment year.

The Trustees shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 4.8. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the prime lending rate as set by the Federal Reserve Board plus two percent (2 %) per annum, or such lesser rate as the Trustees shall determine appropriate, until paid. In addition, the Trustees may assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment.

The Trustees, in the name of the Association, may (a) bring an action at law against the homeowner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien of assessment against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an account for the reasonable rental from the time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the home of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No homeowner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his lot and home.

Section 4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of a home shall not affect the assessment lien. However, the sale or transfer of any home pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a lot or owner from personal liability for assessments coming due after taking title or from the lien of such later assessments.

Section 4.10. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by homeowners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. An audit of the financial records shall be performed at least annually, under the direction of the Trustees, and the results shall be reported to the homeowners and documented in the minutes of the next Homeowners Association meeting. A homeowner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

ARTICLE 5 – INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Trustees may keep all insurable improvements and fixtures of the common area insured against loss or damage fire for the full replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Trustees may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

Section 5.2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all homeowners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such homeowner.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Trustees are appointed attorney-in-fact of each homeowner for this purpose.

Section 5.3. Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common property for at least $1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the common areas or limited common areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a homeowner because of negligent acts of the Association.

Section 5.4. Fidelity Insurance. The Trustees may elect to obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management

agents or others responsible for handling funds held and collected for the benefit of the homeowners or members. In procuring fidelity insurance the Trustees shall seek a policy which shall (1) name the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of (I) three month's operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 5.5. Trustee Indemnification. The Association may elect to obtain insurance that indemnifies the Trustees against any actions or law suits brought against the Trustees for any action or inaction arising from their duties as Trustees.

Section 5.6. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

Section 5.7. Insurance on Lots and Homes. The Association shall have no duty or responsibility to procure or maintain any fire, liability, flood, earthquake or similar casualty coverage for the Lots upon which the homes are built, or for the structure or contents of the homes. The Association also shall have no duty to insure against any negligent acts or events occurring in the Lots or homes. It is the express intention of this Declaration that, in the event any home is destroyed or damaged, the Homeowner has the responsibility to rebuild or repair the home in compliance with this Declaration.

ARTICLE 6 – ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee functions as an advisory group and makes recommendations to the Trustees for final decisions. The purpose of the Committee is to insure that property values are maintained and enhanced in Cameo Park. To achieve this purpose, the Committee ensures that requests for modifications to landscaping, exterior decorations and exterior home maintenance are in conformity with the Covenants, Conditions and Restrictions established for Cameo Park.

Prior to the commencement of any excavation, construction, remodeling of any structure, any addition to any structure, changes to the color or exterior appearance of any home, modification of the natural topography of any Lot or surrounding property, Common Area or Limited Common Area, or installation of landscaping elements, a recommendation of approval by the Architectural Control Committee to the Trustees is required.

a. Two (2) complete sets of building plans and specifications shall be filed with the Architectural Control Committee, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Trustees may determine is necessary to cover charges incurred by the Association, and an application and such supporting material, such as samples of building materials, as the Architectural Control Committee deems necessary. No work shall commence unless and until the Architectural Control Committee, after approval by the Trustees, shall endorse on both sets of such plans its written approval that such plans are in compliance with the covenants herein set forth and

with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee.

b. The Trustees shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.
c. With assistance of the Architectural Control Committee, the Trustees shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.
d. In the event an application is not approved or disapproved in writing within forty-five (45) days after the submission thereof to the Architectural Control Committee, then approval shall be deemed to have been given.
e. The Architectural Control Committee or the Trustees shall not be held liable for damages by reason of any action, inaction, approval, or disapproval with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the homeowner and the home owner's designer, architect, or contractor. The Architectural Control Committee's review of plans shall not be concerned with structural or mechanical integrity or soundness.
f. The approval of the Trustees of any plans and specifications for any work done or proposed shall not constitute a waiver of any right to disapprove any similar plans and specifications subsequently submitted.
g. The Architectural Control Committee shall consist of the Trustees of the Association or of three (3) persons appointed by the Trustees.
h. The Architectural Control Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place of its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The Architectural Control Committee shall, by majority vote, annually elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to members who have made application for approval of plans. If an applicant for a committee review wishes to attend the Committee meeting to discuss their application, they must submit this request on the application form and the Committee will notify them of the date and time of the meeting.
i. Unless authorized by resolution of the Trustees, the members of the Architectural Control Committee shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Such expenditures must be pre-approved by the Trustees. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Trustees determine.
j. A homeowner may appeal a decision of the Architectural Control Committee or the Trustees by requesting a meeting with the Trustees.

Without the prior written approval of at least sixty-seven percent (67%) of the owners,

neither the Trustees nor the Architectural Control Committee shall have the power, by act or omission, to change, waive or abandon any land, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of homes or the maintenance of the common and limited common areas, including walls, driveways, lawns and landscaping.

No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, and no grading or removal of natural or approved drainage patterns or installation of landscaping elements shall occur on a Lot, Common Area or Limited Common Area, until any permits or other required approval therefore are obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the authority of the Architectural Control Committee or the Trustees to refuse or approve any such activity.

ARTICLE 7 – DESIGN RESTRICTIONS

In order to promote a harmonious community development and protect the character of Cameo Park the following guidelines, together with any guidelines hereafter established by the Trustees, are applicable to the Property:

a. Purpose and Intent. The intent of these Architectural Guidelines is to encourage a blending of styles within Cameo Park with the natural surroundings and prevailing architecture. These standards ensure that the value of the property will be enhanced. The City of Ivins Zoning Regulations will apply for any area of design not addressed in these guidelines.
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 compromising 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 an attached 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. Full structures shall be constructed in accordance with the zoning and building ordinances of Ivins, Utah. The air conditioning and heating system shall be geothermal in design and no outside mechanical components shall be allowed.
c. Location. 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.
d. Building Height. Maximum building height shall be twenty (20) feet. Height is measured from a base line parallel to the existing lot grade to a parallel line intersecting the highest point of any roof element.
e. Dwelling. Elevations should be consistent with the intended architectural style of the residence and carried around all four elevations of the structure.
f. Facades. Facades shall be stucco, with accents of brick, stone, or such other material as approved by the Trustees.
g. Roof Materials. Roof materials shall be limited to the following product type: Eagle #4522. If the manufacturer discontinues this color, or goes out of business, the Trustees

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

h. Sheet metal. Any newly installed flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project. No reflective exterior surfaces or materials shall be used.

i. Colors. Base colors for homes and walls shall be tones selected from the following four (4) colors manufactured by La Habra, 23 Aspen, 36 Sandstone, 97 Pacific Sand, 81 Oatmeal, or similar colors with approval of the Architectural Control Committee. Complimentary accent colors, or white, can be used on window trim, gutters, and doors; pastels or high gloss finishes may not be used.

j. Prohibited structures. Dome structures, log homes, re-located homes, and earth or berm homes of any type are not allowed.

k. Temporary or Other Structures. No structure of a temporary nature, and no trailer, recreational vehicle, camper, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall any such structures be erected or placed on said property at any time. No old or second-hand structures shall be moved onto any of said Lots. All dwellings and other buildings erected within Cameo Park will be new construction, of good quality workmanship and materials.

l. Accessory Buildings. Storage and utility buildings must be constructed of new materials in the enclosed, or semi-enclosed, back yard or patio area of any Lot and shall be no higher than four (4) inches below the top of the enclosed block walls and not visible from the street in front of the home. This restriction does not apply to the maintenance building located in the Association Park.

m. Driveways, Parking and Trees. There shall be area on the driveway (excluding sidewalk areas) sufficient to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of concrete. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained at such height to prevent obstruction of sight lines. No wall, hedge, shrub or other structure shall be placed along any front property line. No wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Control Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area.

o. Walls and other barriers shall be constructed of material in a color and appearance consistent with the wall along the perimeter of the subdivision or covered with stucco and painted to match the house.

p. Lights used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.).

r. 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.

s. Air conditioning, heating equipment, and water treatment apparatus may only be installed in garages and no external units are allowed.

t. Utility meters must be located upon the exterior wall of a garage or house near the front corner and closest to the power source. The area immediately around the meters should be cleared to allow for access.

u. Mailboxes. Cluster mailboxes, as originally installed or replacement cluster boxes as approved by the U.S. Postal Service and installed by the Association are the only allowed mail receptacles.

v. External Apparatus. No homeowner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls, roof or any part thereof, or on the outside of windows or doors, or erected on the Lot or surrounding property, without the prior written approval of the Architectural Control Committee.

w. Landscaping. Any portion of the Lot and surrounding property not used for structures, driveways, walks, or other such site improvements shall be landscaped and incorporate a drought tolerant, desert theme. The ground surface must be mulched using decorative gravel to prevent weed growth. If the rear yard is enclosed by a wall and gate, then rear yard landscaping and maintenance shall be at the home owner's expense, following approval by the Architectural Control Committee. A homeowner may decorate or place any objects on the rear patio that are not visible from the street as viewed from the front of the house. Artificial plants, trees and flowers are not allowed except on the porch, entry way, beside the garage door and at the rear of the home. Such decorations shall be maintained by the homeowner and replaced when the colors fade or become unattractive.

x. Plants: The Association is responsible for the maintenance of grass and shrubs that were planted when the home was built, or that were installed by the Association or by the homeowner after approval. Any unauthorized vegetation planted after the adoption of this Declaration, are the responsibility of the homeowner. Plants, trees and shrubs must be drought tolerant. When a plant dies the homeowner will notify the Association and if after thirty (30) days the plant has not been replaced, the homeowner may replace the item with a drought tolerant plant of equal value and present the bill to the Trustees for reimbursement.

y. Planting and Walls. No planting or gardening shall be done except on the rear patio or in a limited common area directly adjacent to the home which is partially or fully enclosed and not visible from the street in front of the house. No fences, hedges or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon or as recommended by the Architectural Control Committee and approved by the Trustees.

z. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with established slope ratios, create erosion or sloughing problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and surrounding areas, and all improvements in or on them, shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible. Homeowners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property. The homeowner shall not be responsible for drainage problems created by the developer's original grading.

aa. Easements. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may

change the direction of flow or drainage channels in the easements or which may impede ingress and egress. The easement area of each lot and surrounding property and all improvements on it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

ab. Lateral and Subjacent Support and Drainage. Homeowners shall be responsible for all damage proximately caused by drainage from their lot and surrounding property onto the lot and surrounding property of adjacent homeowners, if such damage was caused by actions of the homeowner.

ARTICLE 8 – CONSTRUCTION AND CONTRACTOR PROVISIONS

In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable when a home is destroyed or damaged in any manner and is being repaired or rebuilt.

a. Building Material Storage. No Lot, part of portion of the Property shall be used or maintained as storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling, out of public sight.
b. Landscaping. Landscaping shall be completed in accordance with the Landscape Plan submitted to and approved by the Architectural Control Committee and may include, but shall not be limited to, the preparation for the planting of lawn, grass or other appropriate ground cover, and approved drought tolerant shrubbery. All landscaping, front side and rear, must be completed within thirty (30) days of completion of construction of the home.
c. Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner and/or their agents of any particular Lot in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.
d. Maintenance of Lot During Landscaping, Improvements and Maintenance. Contractors, subcontractors, agents or owners are required to clean up the site daily to maintain a clean work site during landscaping, improvements and maintenance and to minimize the migration of construction materials to other properties due to wind or water. Dirt or mud from such improvements dispersed, directly or indirectly, on the streets within Cameo Park must be cleaned up within twenty-four (24) hours by the contractor, subcontractor, agent or owner. The Trustees may levy up to a Five Hundred Dollar ($500) fine against a violator of this requirement and/or the homeowner for each day of a continuing violation. The fine shall be a charge on the land and shall be a continuing lien on the Lot.
e. Notification to Contractors: The hiring party will ensure that the contractor is aware of Article 8 of the Covenants, Conditions and Restrictions prior to commencement of construction.

ARTICLE 9 – EXTERIOR MAINTENANCE

Section 9 1.Exterior Maintenance. Each homeowner shall provide exterior maintenance upon the owner's home, including the following: paint, repair replacement and care of roof tile, gutters, down spouts, exterior building surfaces, glass, doors, screens, and lights. Lights include two (2) exterior garage lights above the overhead door that must be operable during night time

hours. Homeowners are responsible for maintenance and repair of items installed by them on the Lot or surrounding property.

Section 9.2. Failure to Maintain. In the event a homeowner shall fail to perform any exterior maintenance in a manner satisfactory to the Trustees, the Trustees shall have the right to have such maintenance performed after giving the home owner written notice of the violation and 30 days for the homeowner to correct the deficiency. The cost of such maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 9.3. Access at Reasonable Hours. For the purpose of performing the maintenance required by this article, the Association, through its duly authorized agent or employees, shall have the right, after reasonable notice to the homeowner, to enter upon any limited common area surrounding a home at reasonable hours.

ARTICLE 10 – USE RESTRICTIONS

Section 10.1. General Use Restrictions. All of the properties which are subject to this declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to any community buildings on the common property. All buildings or structures erected in Cameo Park shall be of new construction and no buildings or structures shall be removed from other locations to Cameo Park. After the initial construction on a Lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that lot.

No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any lot or surrounding property at any time. A tent may be erected for recreational use in the park for one (1) night in seven (7) and must be taken down in the morning.

Section 10.2. Signs and Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than two feet by two feet in size, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed or permitted to remain on any lot or any portion of the properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of Cameo Park. The foregoing restrictions shall not apply to the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

Section 10.3. Quiet Enjoyment. No noxious or offensive activity shall be carried out upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the homeowners or which shall in any way increase the rate of insurance.

Section 10.4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots or surrounding property, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to homeowners. All pets must be kept on a leash when in the common or limited common areas.

This provision may be made more restrictive by rule of the Association.

Section 10.5. Use of Common Area. Homeowners can use the common areas as long as their activity doesn't interfere with or impact other homeowners and unless the activity is prohibited in this declaration of covenants or as may be disallowed by the Trustees. Use of the common areas for activities attended by large numbers of people should be scheduled in advance with the Trustees. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all homeowners in Cameo Park and is necessary for the protection of the interests of all said owners in and to the common area.

Section 10.6. Parking. No inoperable motor vehicle be allowed to be parked on the streets, and any motor vehicle which remains parked on the street over 72 hours shall be subject to removal by the Association, at the owner's expense.

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 or adjacent property except within an enclosed garage. No such vehicles shall be parked overnight on any street located within the subdivision, however parking of trailers, motor homes, boats and other recreational vehicles is allowed for a 24-hour period for the purpose of loading, unloading and servicing. Homeowners may petition the Trustees for an exemption.

The streets within Cameo Park have a sidewalk on one side. Street parking shall be allowed only on the side of the street which has no sidewalk. No parking is allowed on the side of the street next to the sidewalk. Signs restricting the parking shall be posted.

If a house has more than three (3) cars, only one (1) may be parked on the street.

Section 10.7. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage, rubbish and trash should be placed in proper containers supplied by Washington County. Trash containers should be placed in garages, on the side apron at the rear of the home or within the enclosed patio and should only be in front of the home on trash collection day or the night before.

Section 10.8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the properties of any lot. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the properties or any lot.

Section 10.9. Interior Utilities. All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. A homeowner shall do no act nor any work that will impair any easement nor do any act nor allow any condition to exist which will adversely affect the other lots or owners.

Section 10.10. Leases. Any lease or rental agreement between a homeowner and a lessee shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. The lessee or renter shall be given a copy of these documents by the homeowner and must return a signed notice to the Association agreeing to abide by the rules of the Association. Failure of the renter or lessee to comply does not relieve the homeowner from responsibility, financial or otherwise, or from action by the Association or

Trustees to accomplish remedies as required.

Section 10.11. Nuisances. No clothes drying or storage of any articles which are visible from the street in front of the home shall be permitted. No clutter, debris, or other such materials shall be permitted which are visible from any street. Porch areas in front of a home may be used for a reasonable number of chairs or benches; however, such furniture must be maintained in good working order and appearance.

Section 10.12. Vehicles. Vehicles may be washed in the driveway, but this shall be done in accordance with the ordinances of Ivins, Utah. Maintenance on vehicles may be done on driveways if said vehicle is not parked for more than seventy-two (72) hours. Any oil spills or other such messes on the limited common or common areas must be cleaned up by the homeowner or renter/lessee. Vehicle maintenance performed in garages has no time limit.

ARTICLE 11 – EASEMENTS

Section 11.1. Encroachments. Each lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a lot is partially or totally destroyed, and then rebuilt, the owners of the lot so affected agree that minor encroachments of parts of the adjacent lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 11.2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties in such a way as to unreasonably encroach upon or limit the use of the common area or limited common area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installments. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 11.3. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and common and limited common area in the performance of their duties.

Section 11.4. Maintenance by Association. An easement is hereby granted to the Association,

its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any lot to perform the duties of maintenance and repair.

Section 11.5. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE 12 – GENERAL PROVISIONS

Section 12.1. Enforcement. Nothing in this Declaration shall be deemed to be a waiver of the right of the Association or any homeowner to enforce, by proceedings at law or in equity, any of the provisions of this Declaration, including the rules of the Association, against anyone violating or attempting to violate, them.

The Trustees may levy a lien or penalty, not to exceed 10% of the amount of the maximum annual assessment, against any homeowner who fails to refrain from violation of these covenants or a rule of the Association, within three (3) days after being given written notice, and an opportunity for a hearing before the Trustees, whichever occurs later.

Section 12.2. Severability. All of said conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Association and homeowners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 12.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of (10) years.

Section 12.4. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the homeowners. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

Section 12.5.Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the U.S. Mail, postpaid using certified mail, to the last known address of the person who is entitled to receive it.

Section 12.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 12.7. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason or any failure to enforce it, irrespective of the number of violations which may occur.

Section 12.8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE 13 – ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may not be delegated, transferred or assigned unless the Association is dissolved.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this _____ day of _____ 2006.

DECLARANT: _____
President, Cameo Park Homeowners Association