

**SECOND AMENDED AND RESTATED BYLAWS  
OF THE  
STONE CLIFF OWNERS ASSOCIATION, INC.**

(A Utah Non-Profit Corporation)

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## ARTICLE I OFFICES

Section 1.1. Principal Office. The Principal Office of The Stone Cliff Owners Association, Inc. (the “Association”) is currently located at the offices of F1 Management, which has been hired by the Board to manage certain aspects of the Association’s activities. By resolution, the Board may change the location of the Principal Office of the Association. The Association may have such other offices within Washington County, Utah, as the Board of Directors may designate or as the business of the Association may require from time to time. The Stone Cliff development consists of the property, including common areas, within the project known as Stone Cliff (hereinafter the “Project”), as shown on the recorded plats for the various phases of the Stone Cliff planned unit development. The current phases of the Project are listed in **Exhibit A**, which will be updated from time to time.

Section 1.2. Registered Office and Agent. The Act requires that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles of Incorporation and may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified by law with the Division (as defined in Section 2.2 below) as any of the foregoing may be amended from time to time.

## ARTICLE II DEFINITIONS AND CONTROLLING LAWS

Section 2.1. Definitions. All terms defined in the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff, a planned unit development (hereinafter referred to as the “Declaration”) shall have such defined meanings when used in these Second Amended and Restated Bylaws.

Section 2.2. Controlling Laws and Instruments. These Second Amended and Restated Bylaws are controlled by and shall always be consistent with the provisions of the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act, as applicable (collectively the “Act”), the Restated and Amended Declaration of Covenants, Conditions, and Restrictions of Stone Cliff, a Planned Unit Development, and recorded in the records of the Recorder of Washington County, Utah as Entry No. 20070015000, as amended (“Declaration”), and the Articles of Incorporation of the Association filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the “Division”), as any of the foregoing may be amended from time to time.

Section 2.3. Severability. If any part of these Second Amended and Restated Bylaws are declared unenforceable or invalid, the remainder of them will continue to be valid and enforceable.

### **ARTICLE III MEMBERS**

Section 3.1. Members. A “Member,” as provided in the Declaration, is the legal entity or person or, if more than one, all persons collectively, who constitute the Owner of a Lot within the Project.

Section 3.2. Memberships Appurtenant to Lots. Each Membership shall be appurtenant to the fee simple title to a Lot. The person, persons, or legal entity who constitute the Owner of fee simple title to a Lot shall automatically be the holder of the Membership appurtenant to that Lot and the Membership shall automatically pass with fee simple title to the Lot.

Section 3.3. Members’ Voting Rights. Subject to the provisions in the Declaration and the Articles of Incorporation, a Member shall be entitled to one (1) vote for each Lot which he or it owns within the Project, and a Member shall be entitled to the number of votes accorded to such Member as provided in the Declaration.

Section 3.4. Voting by Joint Owners. In the event there is more than one (1) Owner of a particular Lot, then the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A single vote for any one Lot cast at any Association meeting by any of such Owners, whether in person or by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

Section 3.5. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the validity of results of any vote of the Members at a meeting, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

Section 3.6. Suspension of Rights. The voting rights of a Member may be suspended for any period during which a lawful Association assessment remains unpaid beginning thirty (30) days beyond the date the assessment was due to be paid. Unless provided otherwise in the Declaration, the Board of Directors may also, after Notice to the Member and a hearing, suspend the right of the Member to use the Common Area and Facilities during and for up to sixty (60) days following any breach by such Member or Occupant of any provision of the Declaration or of any Rule or Regulation adopted by the Association unless such breach is a continuing breach,

in which case such suspension shall continue for so long as such breach continues and up to sixty (60) days thereafter.

Section 3.7. Transfer of Memberships on Association Books. Transfer of Membership shall be made on the books of the Association only upon presentation of a copy from the Washington County Recorder's Office, of a recorded deed of conveyance of fee simple title to any Lot within the Project. Prior to presentation of such evidence, the Association may treat the previous Owner of the Lot as the Member entitled to all rights in connection therewith, including the right to vote and to receive notice.

Section 3.8. Assignment of Voting Rights to Tenants and Mortgagees. A Member may assign his right to vote to a tenant occupying his Living Unit, as defined in the Declaration, or to a mortgagee of his Living Unit for the term of the lease or the mortgage and any sale, transfer or conveyance of the Living Unit and the Lot upon which it is situated shall, unless otherwise provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the Secretary of the Association.

Section 3.9. Annual Meetings. The Annual Meeting of the Association shall be held at the time of 10:00 a.m. on the date of the 1<sup>st</sup> Saturday of March or other such date and time as the Board determines that will allow votes to be counted during the meeting related to the election of Directors and transacting such other business as may come before the Membership. If the election of Directors shall not be held on the day designated herein for the Annual Meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the Members to be convened as soon thereafter as may be convenient. The Board of Directors may, from time to time, by resolution change the date and time for the Annual Meeting of the Members.

Section 3.10. Special Meetings. Special Meetings of the Members for any purpose or purposes, unless otherwise proscribed by statute, may be called from time to time by the vote of a majority of the Board of Directors or by the President, and shall be immediately called by the President upon the written request of Members holding not less than ten percent (10%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Directors or the President. If the Board fails to act within a twenty (20) calendar days time period, any Member requesting such Special Meeting shall have the right to direct the Secretary to give notice of a Special Meeting. A Special Meeting may not be held with less than twenty (20) days notice. No business shall be transacted at Special Meeting except as stated in the notice thereof.

Section 3.11. Place of Meetings. The Stone Cliff Clubhouse or such other place in Washington County, Utah as the Board of Directors may designate shall be the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors or, as

permitted herein for Special Meetings, by a Member.

Section 3.12. Notice of Meetings. Written notice stating the place, day and hour of any Annual or Regular meeting shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by first class mail, registered mail or email, by or at the direction of any of the Officers of the Association, or the Officers or Members calling the meeting, to each Member entitled to vote at such meeting. Notwithstanding the foregoing, notice given by other means shall be deemed fair and reasonable if given in accordance with the Act. The notice of an Annual, Regular or Special Meeting shall include:

- (a) the names of any known candidate for Director and, for each candidate, no more than two (2) pages of written materials describing each candidate's credentials and reasons for candidacy (if applicable), and shall identify any other matter which it is known may come before the meeting;
- (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director or has a financial interest, if any;
- (c) notice of any indemnification or advance of expenses to a director in connection with a legal "proceeding" as defined in the Act;
- (d) notice of any proposed amendment to these Second Amended and Restated Bylaws proposed by the Members or Directors, and a red-line copy, summary or general statement of the proposed amendment;
- (e) notice of a proposed plan of merger;
- (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; and
- (g) notice of a proposed dissolution of the Association.

No unannounced subject shall be subject to a vote at the meeting.

The notice of a Special Meeting shall state the purpose or purposes for which the meeting is called. If mailed or emailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first class postage thereon prepaid, or upon the date and time such is emailed to the Members.

Section 3.13. Fixing of Record Date. As noted in Section 3.7 above, upon purchasing a Lot in the Project, each Member shall promptly furnish to the Association a copy of a deed of conveyance of fee simple title from the Washington County Recorder's Office showing that ownership of such Lot has now been vested in such Member, which copy shall be maintained in

the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Directors may designate a record date, which shall be no more than three (3) days before the date of the Meeting at which the action will be taken. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

Section 3.14. Quorum. Unless specified otherwise in the Declaration, the Members attending any duly called meeting, in person or by proxy, shall constitute a quorum for transacting Association business.

Section 3.15. Proxies and Ballots Used at Meetings. A Member entitled to vote at a Member's meeting may attend the meeting and vote in person, or if the Member does not attend the meeting, the Member or his duly authorized attorney-in-fact may execute a written proxy to allow a person who does attend the meeting to cast the non-attending Member's vote. Any such proxy must be filed with the Secretary before the close of voting at a Members' meeting. The President or other Officer of the Association presiding over any such meeting shall use his best efforts to ensure that every Member attending the meeting in person or by proxy has had a reasonable opportunity to vote, and when satisfied that all Members attending the meeting in person or by proxy have had that opportunity, shall publicly announce at such meeting that the voting has closed. No Member shall be allowed to vote in any manner after that announcement is made. The Secretary will verify that only one (1) vote per lot was cast and will match proxies to ballots to help ensure accuracy. The Secretary may enlist Members of the Association to assist with distributing, collecting and organizing all ballots and votes.

Any proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot cast, by (a) the Member attending the meeting and voting in person, or (b) by the Member signing and delivering to the Secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease to be valid upon the conveyance by a Member of the Member's Lot and the transfer of the Membership on the books of the Association.

No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise expressly provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the Secretary or other Officer or agent authorized to tabulate votes before the proxy is exercised.

The votes cast at any Member meeting by ballot or proxy shall be placed in a secure ballot box, maintained by the Secretary, before the time that the presiding Officer publicly announces that voting has closed. Whereupon, the Secretary, together with two Members chosen by the Board who do not have any conflict with the issues or person voted upon and before the end of the

meeting, shall take the ballot box to a room within the Stone Cliff clubhouse (or other place where the meeting is held) and count the ballots and the proxies, and shall deliver a written record of the results of such vote to the presiding Officer of the meeting, who shall orally announce the results of the voting to the Members before the meeting is recessed or adjourned.

When considering any matter for which Utah law, these Bylaws or other governing documents of the Association do not require a vote to be conducted at an Annual, Regular or Special Meeting of the Members, the Association may conduct any such vote by delivering a written ballot to every Member entitled to vote, together with instructions about (1) the procedure by which such ballot should be filled out, signed, and returned to the Secretary in person, or by US postal mail, or by e-mail, and (2) the deadline by which such ballot must be received by the Secretary in order to be counted. Any ballot used without a meeting shall be valid only when (1) the time by which all ballots must be received has passed so that a quorum can be determined, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. No proxies may be used in connection with any vote conducted without a meeting. Any vote conducted without a meeting shall comply with the requirements of Utah Revised Nonprofit Corporation Act section 16-6a-709, as it may be amended from time to time.

Section 3.16. Votes. With respect to each matter other than the election of Directors, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast in person (by hand vote or written ballot) or by proxy, the number of votes appertaining to the Lot(s) owned by such Member as shown in the Declaration and the records of the Association. If a quorum exists, action on a matter is approved if the votes cast for the action exceed the votes cast opposing the matter, unless these Second Amended and Restated Bylaws, the Declaration or the Act requires a greater majority of the Members' votes.

Section 3.17. Actions Requiring Meetings. The following actions by Members shall be undertaken only at a meeting of the Members:

- (a) The Annual Meeting of Members;
- (b) Any action to amend or restate the governing documents of the Association, (ex., the Declaration, Bylaws, or Articles of Incorporation);
- (c) Any action to consider a General Plan for the Stone Cliff Project.

Section 3.18. Disallowance of Telecommunications, Electronic Means. Telecommunications and like-services will not be provided at Member Meetings. Members may not participate in an Annual, Regular, or Special Meeting of the Members through telecommunications or other electronic means.

Section 3.19. Adjournment of Members' Meetings. Members present in person or by

proxy at any meeting at which a quorum or reduced quorum, as defined by the Declaration, and as the case may be, was present may adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting, for a total period or periods not to exceed forty-five (45) days after the date set for the original meeting. At any adjourned and reconvened meeting which is held without notice other than announcement at the meeting, the quorum requirement shall be the same as the quorum requirement of the meeting so adjourned, and any business may be transacted which might have been transacted at the adjourned meeting.

Section 3.20. Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Directors shall not be permitted.

Section 3.21. Order of Business. The order of business at any meeting of Members shall be similar to the following:

- (a) roll call to determine the voting power represented at the meeting;
- (b) approval of minutes of the prior year's Annual Meeting;
- (c) proof of notice of meeting or waiver of notice;
- (d) election of Directors, if applicable;
- (e) report of finances, if applicable;
- (f) if a Special Meeting, the stated purpose for such meeting; and
- (g) any other Association business, including any matter to be discussed but not to be voted on at that meeting.

Section 3.22. Expenses of Meetings. The Association may bear the expenses of all Regular and Annual Meetings of Members and of Special Meetings of Members.

Section 3.23. Waiver of Notice. A Member may waive any notice required by the Act or by these Second Amended and Restated Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver.

A Member's attendance at a meeting:

- (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting

- business at the meeting because of lack of notice or defective notice, and
- (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 3.24. Acceptance of Signatures and Votes of Members. The Association shall comply with Section 16-6a-713 of the Utah Revised Nonprofit Corporations Act, as amended from time to time, in accepting signatures and votes of the Members, particularly in circumstances where the name signed does not correspond with the name of the Member.

Section 3.25. Members Responsibility to Register Address. Each Member shall register with the Association such Member's current mailing address and may register an email, for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association which is the Members' obligation to keep their mailing address accurate and current with the Association. If no address is registered with the Association, the Member's Lot address within Stone Cliff shall be deemed to be his registered address for purposes of notice herein.

#### **ARTICLE IV BOARD OF DIRECTORS**

Section 4.1. General Powers. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. The Directors shall be Members; provided, however, no more than one representative from a Lot may serve on the Board at the same time. In the case of a Member which is a legal entity rather than a natural person, only a single Officer, director, partner, trustee or trust Officer designated in written notice from the Member to the Secretary of the Association shall be eligible to serve as a Director. No such Member may have more than one such representative on the Board at a time.

The Board of Directors may exercise all of the powers of the Association, whether derived from law, the Utah Community Association Act, the Articles of Incorporation, these Amended and Restated Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the Members. The Board of Directors shall among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all Members at convenient hours. All books and records shall be kept in accordance with good accounting procedures. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

Section 4.2. Board of Directors.

- (a) Number. The Board of Directors shall be composed of seven (7) Directors who shall manage the affairs of the Association.
- (b) Expansion of Board of Directors. At any meeting of the Members called to address this issue, the number of Members to serve on the Board of Directors may be reduced or increased by the Members who hold a majority of the total votes of the Association.
- (c) Term of the Office. The Secretary shall keep a list of all Directors and their respective terms, including when they were elected or appointed and when their term expires to ensure that the terms are readily known to all Members and so that the terms can be properly staggered as required herein.
- (d) Term of Directors. The terms of any Board Members shall be staggered over three (3) years.
- (e) Announcement of Term. The term of all Board Members will be announced at each Annual Meeting.

Section 4.3. Nomination and Term Limits of Directors.

- (a) Nomination. Any Member may choose to run for election as a Director. Any Member choosing to run for election as a Director shall announce his or her intention in writing to the Secretary of the Association 5 weeks prior to the Annual Meeting, so as to allow the Secretary time to distribute written materials submitted by such Member describing the Member's qualifications for the office of Director and reasons for running, which the Secretary will include with the Annual Meeting notice sent to the Members.
- (b) Term Limits. No Board Member shall serve more than three (3) successive elected terms following the adoption of these Bylaws. Any Board Member can again run for a seat after a one (1) year break in service.

Section 4.4. Regular Meetings of the Board of Directors. The Board of Directors may provide by resolution the time and place, within St. George, State of Utah, for the holding of additional regular meetings without other notice than such resolution. Proper notice shall be issued to all Members if a regularly scheduled meeting is changed.

Section 4.5. Annual Board Meetings. The next regular Board Meeting after the Members Annual Meeting shall be the Annual Meeting of the Board for the purpose of electing the Officers for the following year.

Section 4.6. Special Meetings of the Board of Directors. Special Meetings of the Board of Directors may be called by or at the request of any of the Directors. The person or persons authorized to call a Special Meeting of the Board of Directors may fix any place, within St. George, State of Utah, as the place for holding any Special Meeting of the Board of Directors called by such person or persons. Notice of any Special Meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address, or by electronic mail and such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid, or if sent electronically, by the date on which notice was sent. Any Director may waive notice of a meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.7. Executive Sessions. Consistent with Utah Code, Title 57, Section 8a, Chapter 226, at the discretion of the Board of Directors, the Board may close any Board meeting and adjourn to executive session.

Section 4.8. Open Meetings. Except as provided in section 4.7 above, all meetings of the Board of Directors shall be open to Members. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to five (5) minutes, or more at the Board's discretion during the meeting. Beyond such comment period, no Member in attendance shall have a right to participate in the Board meeting unless the Member is also a Member of the Board. By unanimous vote of the Board, the Board shall have the authority to exclude a Member who disrupts the proceedings at a Board meeting. The Board may adopt policies governing meetings of the Board from time to time, including policies to reflect current Utah law (which Utah law may change more frequently than these Bylaws). If such Utah law supersedes any provision of these Bylaws, the policy adopted by the Board shall also supersede these Bylaws to the extent the policy restates then current Utah law.

Section 4.9. Quorum of Board of Directors. A majority of Directors shall constitute a quorum for the transaction of business at a Directors' meeting, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Second Amended and Restated Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

Section 4.10. Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director provided, however, that a Director may be reimbursed for expenses incurred in performance of his duties as a Director to the extent such expenses are approved by the Board of Directors.

Section 4.11. Resignation and Removal. Any Director may resign at any time by giving written notice to the President, to the Secretary, or to the Board of Directors stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. A Director who resigns may deliver to the Utah Department of Commerce, Division of Corporations and Commercial Code a statement setting forth:

- (a) that person's name;
- (b) the name of this Association;
- (c) information sufficient to identify the report or other document in which the person is named as a Director or Officer; and
- (d) the date on which the person ceased to be a Director or Officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Any Director may be removed at any time, for or without cause, by the affirmative vote of the Members holding more than fifty percent (50%) of the total number of votes appurtenant to all Lots in the Project, at a Special Meeting of the Members duly called for such purpose.

Any Director who has three (3) absences from Board meetings within a twelve (12) month period, or is more than sixty (60) days delinquent in the payment of any assessment or other charges due the Association, may be removed by a Majority of the Directors present at a Regular or Special Meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

Section 4.12. Vacancies. If vacancies shall occur in the Board of Directors by reason of the death, resignation, or disqualification of a Director, the Directors then in office shall continue to act, and such vacancies or newly created Director positions shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board of Directors occurring by reason of removal of a Director by the Members may be filled by election at a Special Meeting of the Members after such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Director positions, as the case may be.

Section 4.13. Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 4.14. Telecommunications. The Board of Directors may permit any Director to participate in a Regular or Special Meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting.

Section 4.15. Waiver of Notice. A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting unless:

- (a) at the beginning of the meeting or promptly upon the Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to action taken at the meeting, or
- (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or
- (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by
  - (i) the presiding Officer of the meeting before adjournment of the meeting; or
  - (ii) the presiding Officer promptly after adjournment of the meeting.

Section 4.16. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall cause to be kept a minute book of all Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

Section 4.17. Duties. The duties of the Board shall include, without limitation, the following:

- (a) The Board shall use its best efforts to insure all aspects of the Accounting Policies and Procedures are carried out and maintained;
- (b) The Board shall enforce, by legal means, the provisions of the Association's Declaration, current Bylaws and policies which may be instituted on behalf of or against the Members concerning the Association; provided, the Association shall not

- be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed, as inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not legally strong enough to justify taking enforcement action;
- (c) The Board may assist by mediation in the resolution of disputes between Members without litigation;
  - (d) The Board shall produce and maintain a General Plan showing all common facilities. This General Plan will be presented to the Developer for consideration;
  - (e) The Developer will reasonably communicate with the Directors from time to time regarding future development plans;
  - (f) The Board shall establish regular channels of communication with the City of St. George regarding any future developments affecting the Project.

Section 4.18. Management. The Association may, but shall not be required to, employ for the Association a professional management company or companies ("Manager" or "Managers") at such compensation as the Board may establish, to serve as Manager and perform such duties and services as set out in a contract which the Board shall authorize. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Manager, if any, which might arise between meetings of the Board.

Section 4.19. Financial Standards. Details of these are set out in the Accounting Policies and Procedures including monthly reports, annual reports, budgets, forecasts, Treasurer reports and all other financial information, and controls. This information shall be available to Members on the secure website.

Section 4.20. Borrowing. The Association shall have the power to borrow money for any legal purpose, provided, the Board shall obtain Member approval by a majority of the total votes of the Association.

Section 4.21. Contracts. Two Board Members' signatures shall be required on all contracts.

Section 4.22. Enforcement of Fines and Remedies for Failure to Pay Assessments. The Board may commence legal action against a Member to collect unpaid fines and assessments at any time allowed by the Act and the Declaration.

- (a) Procedure for Imposition of Fines. The Board may assess Members with fines for violations of Association's governing documents. In the event of an alleged violation

by a Member or Occupant of either the Declaration, these Bylaws, the Rules and Regulations of the Association, or the Design Guidelines (the “Association’s Governing Documents”) which may give rise to the imposition of a fine under any of those documents, the Association shall:

- (i) Notify the Member of the violation in writing received by the Member;
- (ii) Inform the Member that a fine will be imposed if the violation is not remedied within the time provided in the Association’s Governing Documents, which shall be at least 48 hours.

An assessment of a fine will be made only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Association’s Governing Documents and will be in the amount specifically provided for in the Schedule of Fines adopted and set forth in the Association’s Rules and Regulations.

Specifically, prior to the imposition of any fine, the Association shall serve the alleged violator with written notice including: (i) the nature of the alleged violation, (ii) the proposed fine to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board within fourteen (14) days of delivery of notice, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for hearing is received by the Board within such time period. Proof of proper notice, together with a statement of the date and manner of deliver, shall be entered by the Officer, Director, or company who delivered such notice to the violator. The requirement shall be deemed satisfied if the alleged violator requests a hearing. If timely request for a hearing is not received by the Board, the fine stated in the notice shall be imposed, provided the Board may suspend any proposed fine if the violation is cured within the fourteen (14) day period. If a hearing is held, a disinterested majority of the Board attending the hearing shall make the decision whether or not to impose the fine. Once imposed by Board decision, a fine will accrue interest at the rate of 18% per annum and a late fee of \$25 per month for each month the fine is unpaid shall be assessed. Any unpaid fines may be collected as an unpaid assessment. Any Member who has been assessed a fine shall exhaust all internal administrative remedies set forth in these Bylaws and the Rules and Regulations, before bringing any appeal of such fine to a court of law.

- (b) Remedies for Failure to Pay Assessments. Pursuant to Sections 5.10 and 5.12 of the Declaration, any assessment installment payment not paid when due shall, together with interest and costs of collection including reasonable attorneys’ fees and court costs, be, constitute, and remain a continuing lien on the Lot provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage of the Lot recorded prior to the date any such installment payment on assessments become due.

If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of Ten Dollars (\$10.00), if the assessment is not paid within ten (10) days of when it is due, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment. In addition, the Association may, in its discretion, bring an action against the Member or to foreclose its lot liens pursuant to Utah Code 57-8a-303, as amended. If a monthly installment payment is not timely made, the Board may declare the entire Annual Assessment in default and accelerate the Annual Assessment and declare the entire amount of the Annual Assessment immediately due and payable.

## **ARTICLE V OFFICERS**

Section 5.1. Officers. The Officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary and such other Officers as may from time to time be appointed by the Board of Directors, all of whom shall be Members.

Section 5.2. Election, Tenure, and Qualifications. The Officers of the Association shall be chosen by the Board of Directors annually at the regular Annual Meeting of the Board of Directors. In the event of failure to choose Officers at such regular Annual Meeting of the Board of Directors, Officers shall be chosen no later than the next Board meeting. Each such Officer (whether chosen at a regular Annual Meeting of the Board of Directors or otherwise) shall hold his office until the next ensuing regular Annual Meeting of the Board of Directors and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Amended and Restated Bylaws, whichever first occurs. No Director shall hold more than one office.

Section 5.3. Resignation or Removal. Any Officer may resign at any time by delivering a written resignation to the President or to the Board of Directors. Any Officer, Agent or Assistant may be removed by a majority of disinterested Board of Directors whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any Officer, Agent or Assistant shall not of itself create contract rights.

Section 5.4. Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any Regular or Special Meeting.

Section 5.5. President. The President shall be the principal executive Officer of the

Association and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Members and of the Board of Directors. He may sign, with any Officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Second Amended and Restated Bylaws to some other Officer or agent of the Association or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be ex officio on all Committees but shall not have a vote unless he is specifically a Member of the Committee.

Section 5.6. Vice President. The Vice President shall preside over meetings of the Board of Directors in the absence of the President and, if the President is absent from meetings of the Members, shall preside and conduct such meetings.

Section 5.7. Secretary. The Secretary (or Assistant Secretary appointed by the Board of Directors) shall:

- (a) keep the minutes of all the Association's Member meetings, Architectural Review Committee meetings, any other Committee meetings, and all meetings of the Board of Directors, in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with the provisions of these Second Amended and Restated Bylaws or as required by law;
- (c) serve as custodian of the corporate records and of the seal of the Association and affix such seal to all documents duly authorized by the Association to be executed under seal;
- (d) perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors; and
- (e) supervise any Assistant Secretary as may be appointed or employed by the Board of Directors to perform any of these functions.

Section 5.8. Treasurer. The Treasurer, shall:

- (a) have charge and custody of and be responsible for all funds of the Association;
- (b) receive and give receipt for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in

such banks, trust companies or other depositories as shall be determined by the Board of Directors;

(c) in general, perform all of the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors; and

(d) follow the policies as set forth in the “Accounting Policy and Procedures”.

Section 5.9. Assistant Secretaries and Assistant Treasurers. The Board from time to time may appoint Assistant Secretaries and Assistant Treasurers, and, if any, they shall be a Member and perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

Section 5.10. Compensation. No Officers, Assistant Secretaries, and Assistant Treasurers shall receive compensation for any services that he may render to the Association in such capacity; provided, however, that an Officer, Assistant Secretary or Assistant Treasurer may be reimbursed for expenses incurred in performance of his duties to the extent such expenses are approved by the Board of Directors.

Section 5.11. Bonds. The Association shall require and pay for fidelity bonds covering Officers or other Members handling funds of the Association as required in the Declaration. The Association shall pay the premiums for such bonds.

## **ARTICLE VI COMMITTEES**

Section 6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate such Committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No Committee Member shall receive compensation for services that he may render to the Association as a Committee Member. However, a Committee Member may be reimbursed for expenses incurred in performance of his duties as a Committee Member to the extent that such expenses are approved by the Board of Directors.

Section 6.2. Architectural Review Committee. In addition to the committees which the Board may designate, the Board of Directors shall, for the time period described in the Declaration, as amended, designate an Architectural Review Committee responsible for administering and enforcing the Design Guidelines described in the Declaration, and shall have the right to amend the Design Guidelines from time to time as they may deem reasonably appropriate. Any amendment to the Design Guidelines shall be approved by the Board of Directors. The Committee shall have the right to grant variances or exceptions to the Design Guidelines with respect to individual Members. Any decision of the Committee with respect to a variance or exception may be appealed to the Board and the Board may override the decision of

the Committee. The Committee need not be comprised of Members. If such a Committee is not so appointed, the Board itself shall perform the duties required of, and shall constitute the Committee. Each Member of the Committee shall serve until he resigns or until the Board replaces him with a new Committee Member.

Section 6.3. Proceedings of Committees. Each Committee created hereunder by the Board of Directors may appoint in its own presiding and recording Officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record and minutes of its proceedings and regularly report such proceedings to the Board of Directors. Any final report shall be available to all Members. All Committee meetings shall be open for any Member to attend and the schedule of such meetings shall be available to all Members.

Section 6.4. Quorum and Manner of Acting. At each meeting of any Committee designated hereunder by the Board of Directors, the presence of Members constituting at least a majority of the authorized Membership of such Committee (but in no event less than two Members) shall constitute a quorum for the transaction of business, and the act of a majority of the Members present at any meeting at which a quorum is present shall be the act of such Committee. The Members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual Members thereof shall have no powers as such.

Section 6.5. Resignation and Removal. Any Member of any Committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding Officer of the Committee of which he is a Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, for or without cause, remove any Member of any Committee.

Section 6.6. Vacancies. If any vacancy shall occur in any Committee designated by the Board of Directors hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining Members shall, until the filling of such vacancy, constitute the then total authorized Membership of the Committee and, provided that two or more Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

## **ARTICLE VII INDEMNIFICATION**

Section 7.1. Indemnification—Third-Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative action (other than an action by or in the right of the Association) brought by a third party, by reason of the fact that he is or was a Director or Officer of the Association, against expenses

(including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 7.2. Indemnification—Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Director or Officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for fraud, gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application by that person that, despite the adjudication of his liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 7.3. Determination. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 of Article VII hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either:

- (a) by the Board of Directors by a majority vote of disinterested Directors or
- (b) by independent legal counsel in a written opinion, or
- (c) by the affirmative vote of more than fifty percent (50%) of the total votes of all the Members of the Association.

Section 7.4. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final

disposition of such action, suit, or proceeding upon a majority vote of the disinterested Members of the Board of Directors and only upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts if it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by this Article or otherwise.

Section 7.5. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Amended and Restated Bylaws, agreements, votes of disinterested Members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Directors, Officers, employees, and authorized agents of the Association and shall continue as to such persons who cease to be Directors, Officers, employees, or authorized agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 7.6. Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Director, Officer, employee, or authorized agent of the Association, or who was or is serving at the request of the Association as a Director, Officer, employee, or authorized agent of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah.

Section 7.7. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the assessments collected from the Members, as referred to in the Declaration.

## **ARTICLE VIII FISCAL YEAR**

This fiscal year of the Association shall begin on the 1<sup>st</sup> day of January of each year and shall end on the 31<sup>st</sup> day of December of the same year.

## **ARTICLE IX RULES AND REGULATIONS**

The Board of Directors may from time to time, adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Second Amended and Restated Bylaws. Copies of all rules and regulations adopted by the Board of Directors, with all

amendments and revisions thereof shall be available to the Members on the website.

## **ARTICLE X BOOKS AND RECORDS**

### Section 10.1. Books and Records.

- (a) Inspection by Members. The Board shall make available for inspection and copying by any Member or his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest in a Lot, the Declaration, these Second Amended and Restated Bylaws and Articles of Incorporation, including any amendments thereto, the rules of the Association, the Membership register with addresses, financial records and books of account, and the minutes of meetings of the Members, the Board and all Committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Project as the Board shall designate. The Board may make rules regarding Membership inspection not inconsistent with Utah Code § 57-8a-227 (2015) or any other applicable law, as amended.
- (b) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

Section 10.2. Annual Report. The Board of Directors shall cause to be prepared and distributed to each Member and any First Mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing:

- (a) an income statement reflecting income and expenditures of the Association for such fiscal year;
- (b) a balance sheet as of the end of such fiscal year,
- (c) a statement of changes in financial position for such fiscal year, and
- (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found.

Section 10.3. Statement of Account. Upon payment of a reasonable fee to be determined by the Board and consistent with the Act and upon written request of an Owner of a Lot or any

person with any right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the Association shall furnish, within ten (10) days after the receipt of such request, a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot and the Living Unit thereon, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot and the Living Unit thereon. Such statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

## **ARTICLE XI AMENDMENTS**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Second Amended and Restated Bylaws may be amended, modified, in whole or in part, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of more than fifty percent (50%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth:

- (a) the amended, modified, repealed, or new Bylaws;
- (b) the number of votes cast in favor of such action; and
- (c) the total votes of the Association.

Shall have been executed and verified by the current President of the Association, and the new instrument is recorded with the Washington County Recorder.

## **ARTICLE XII MISCELLANEOUS**

Section 12.1. Conflicts. In the case of any conflict between documents, the order of precedence shall be the Act, the Declaration, the Articles of Incorporation, the Bylaws, the Policies and all other Association documents.

Section 12.2. Financial Review. Every five (5) years the Association shall, at the direction of the Board of Directors, conduct a financial review performed by a duly licensed CPA chosen by the Board of Directors.

Section 12.3. Notices. Except as otherwise provided in the Declaration or these Second Amended and Restated Bylaws, all notices, demands, bills statements, or other communications meant to be given to the Association or to a particular Member under the Declaration or these Second Amended and Restated Bylaws shall be in writing and shall be deemed to have been duly

given if delivered personally, by email or if sent by United States mail, first class postage prepaid:

- (a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or
- (b) If to the Association, the Board, or the managing company, to the principal office of the Association or the managing company or to such other addresses as shall be designated by notice in writing to the Members pursuant to this Section.

Section 12.4. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law, the Declaration, the Articles and these Second Amended and Restated Bylaws.

### CERTIFICATE OF APPROVAL

I, the undersigned, do hereby certify that:

- 1. I am the duly elected Secretary of Stone Cliff Owners Association, Inc., a Utah nonprofit corporation ("Association"); and
- 2. The foregoing Bylaws, comprising 29 pages, including this page, constitute the Bylaws of the Association duly adopted at the meeting of the Members of the Association duly held on March 7, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this \_\_\_\_\_ day of March, 2018.

\_\_\_\_\_  
Secretary

STATE OF UTAH                    )  
  )ss:  
County of Washington    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of March, 2018 by Mik'L Wells.

\_\_\_\_\_  
Notary Public for Utah

I, the undersigned, do hereby certify that:

1. I am the duly elected President of Stone Cliff Owners Association, Inc., a Utah nonprofit corporation (“Association”); and

2. The foregoing Bylaws, comprising 29 pages, including this page, constitute the Bylaws of the Association duly adopted at the meeting of the Members of the Association duly held on March 7, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this \_\_\_\_\_ day of March, 2018.

\_\_\_\_\_  
President

STATE OF UTAH                    )  
  )ss:  
County of Washington    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of March, 2018 by Todd Clement.

\_\_\_\_\_  
Notary Public for Utah

**EXHIBIT A**

Legal Description

All Lots and Common Area ((394 total lots) of:

SCF-1 STONE CLIFF 1 (SG) (38 total);  
SCF-2 STONE CLIFF 2 (SG) (11 total);  
SCF-3 STONE CLIFF 3 (SG) (18 total);  
SCF-4 STONE CLIFF 4 (SG) (13 total);  
SCF-5 STONE CLIFF 5 (SG) (27 total);  
SCF-6 STONE CLIFF 6 (SG) (7 total);  
SCF-7 STONE CLIFF 7 (SG) (10 total);  
SCF-8 STONE CLIFF 8 (SG) (10 total);  
SCF-9 STONE CLIFF 9 (SG) (17 total);  
SCF-10 STONE CLIFF 10 (SG) AMD (64 total);  
SCF-11 STONE CLIFF 11 (SG) (34 total);  
SCF-12 STONE CLIFF 12 (SG) (2 total);  
SCF-13 STONE CLIFF 13 (SG) AMD (8 total);  
SCF-14 STONE CLIFF 14 (SG) AMD (9 total);  
SCFT - STONE CLIFF TH AMD (SG) (24 total);  
PNCF-1 PARAGON COVE TH AT STONECLIFF 1 AMD (SG) (21 total);  
PNCF-2 PARAGON COVE TH AT STONECLIFF 2 (SG) (10 total);  
PNCF-3 PARAGON COVE TH AT STONECLIFF 3 (SG) (12 total);  
PNCF-4 PARAGON COVE TH AT STONECLIFF 4 (SG) (22 total);  
PNCF-5 PARAGON COVE TH AT STONECLIFF 5 AMD (SG) (20 total);  
PNCF-6 PARAGON COVE TH AT STONECLIFF 6 AMD (SG) (17 total),

according to the official plats thereof recorded with the office of the Washington County Recorder, State of Utah.