

After Recording Return To:
Richards Kimble & Winn, P.C.
2040 E. Murray Holladay Rd., Suite 106
Salt Lake City, Utah 84117

DOC # 20110010278

Amended Restrictive Covenants
Russell Shirts Washington County Recorder
04/04/2011 03:11:25 PM Fee \$ 83.00
By RICHARDS KIMBLE & WINN

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**AMENDMENT TO
THE RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
STONE CLIFF**

A PLANNED UNIT DEVELOPMENT

This Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions that established the planned unit development known as Stone Cliff is made on the date evidenced below by the Stone Cliff Owners Association, Inc. ("Association").

RECITALS

A. Certain real property in Washington County, Utah, known as Stone Cliff was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions ("**Original Declaration**") recorded April 3, 1995, as Entry No. 00496398 in the Recorder's Office for Washington County, Utah;

B. The Original Declaration was amended by an Amendment to the Declaration of Covenants, Conditions and Restrictions ("**First Amendment**") recorded on June 29, 2004, as Entry No. 00887504 in the Washington County Recorder's Office, Utah;

C. The Original Declaration and the First Amendment were amended, restated, and superseded by the "Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff" ("**Declaration**") recorded on March 26, 2007, as Entry No. 20070015000 in the Washington County Recorder's Office, Utah;

D. The Declaration was amended by a "Second Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff" ("**Second Amendment**") recorded on March 14, 2008, as Entry No. 20080010641 in the Washington County Recorder's Office, Utah;

E. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit "A"**;

F. To prevent the undesirable effects caused by timeshares, fraction-sharing, interval ownership, or similar program, including, among other things, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums, and the diminished safety of the Owners, the Association deems restricting and regulating the use of Lots and Living Units within the community, as stated herein, necessary and in the best interest of the Owners;

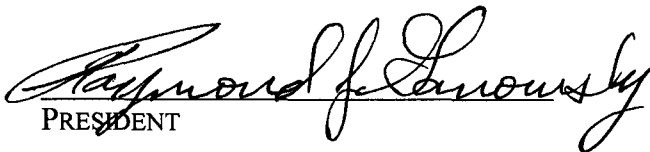
G. Pursuant to Article XIII, Section 13.3 of the Declaration, the Board of Directors hereby certifies that the votes representing a majority of the votes of all Members in the Association affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Directors, hereby amends and replaces, in its entirety, Article VII, Section 7.2 of the Declaration, as follows:

Article VII, Section 7.2. Use of Lots and Living Units. All Lots and Living Units are restricted to use as single-family residential housing; provided, however, that a portion of a Living Unit may be used to conduct business or profession if: (1) such use is approved by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matters; (2) such use is approved by the Architectural Review Committee (as said committee is provided for hereafter); and (3) such use is of a type traditionally conducted in a single-family residence, except as otherwise provided in this Restated and Amended Declaration. No Lot or any Living Unit located thereon shall be used for operation of a timesharing, fraction-sharing, interval ownership, or similar program whereby the right to exclusive use of the Lot or Living Unit rotates among participants in the program on a fixed or floating time schedule. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Lot, Living Unit, or the Common Areas, so as to create a nuisance or interfere with the rights of any Owners, or in a way which would result in an increase in the cost of any insurance covering the Common Areas. No aluminum foil, newspapers, or any other similar materials may be used to cover the windows in any Living Unit or other structure. A Lot, or any part thereof, may not be used as a road or thoroughfare to gain access, ingress, or egress to any other property, except where an Owner owns two or more contiguous Lots and is constructing only one Living Unit on the combined Lots.

IN WITNESS WHEREOF, STONE CLIFF OWNERS ASSOCIATION, INC. has executed this Amendment to the Declaration as of the 17 day of March, 2011.

STONE CLIFF OWNERS ASSOCIATION, INC.


PRESIDENT

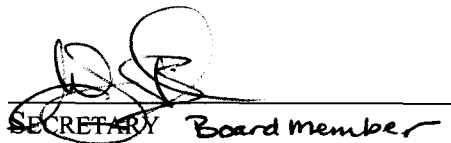

SECRETARY Board member

Exhibit "A"
(Legal Description)

Exhibit "A"

EXHIBITS "A" and "B"

STONE CLIFF
A PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION

19
33

DOC # 20110010279

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04/04/2011 03:11:53 PM Fee \$ 79.00
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RECITALS

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B. The Original Declaration was amended by an Amendment to the Declaration of Covenants, Conditions and Restrictions (“**First Amendment**”) recorded on June 29, 2004, as Entry No. 00887504 in the Washington County Recorder’s Office, Utah;

C. The Original Declaration and the First Amendment were amended, restated, and superseded by the “Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff” (“**Declaration**”) recorded on March 26, 2007, as Entry No. 20070015000 in the Washington County Recorder’s Office, Utah;

D. The Declaration was amended by a “Second Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff” (“**Second Amendment**”) recorded on March 14, 2008, as Entry No. 20080010641 in the Washington County Recorder’s Office, Utah;

E. This amendment is intended to restrict the manner of rentals in the community and shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit “A”**;

F. To prevent the undesirable effects caused by short-term rentals, including, among other things, increased traffic, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums, and the diminished safety of the Owners, the Association deems restricting and regulating the minimum term of rentals within the community necessary and in the best interest of the Owners;

G. Pursuant to Article XIII, Section 13.3 of the Declaration, the Board of Directors hereby certifies that the votes representing a majority of the votes of all Members in the Association affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Directors, hereby amends and replaces, in its entirety, Article VIII, Section 8.15 of the Declaration, as follows:

Article VIII, Section 8.15. Lease. Any lease or rental agreement for any Living Unit shall be in writing and specifically be subjected to the provisions, restrictions and requirements of this Restated and Amended Declaration, the Design Guidelines, the Plat, and the Articles. No Owner may lease or rent less than the entire Living Unit (that is, no individual rooms or partial Living Unit rentals are permitted) and no Owner may lease or rent any Unit for a period of less than six (6) consecutive months. It is the intent of this provision to expressly require the leasing party to also continuously occupy the Living Unit during this six (6) month period, regular and common absences excepted. However, the Board is hereby granted reasonable discretion to permit shorter term leases in the event of hardship, but in no case shall the Board permit any lease shorter than thirty (30) days. Except through amendment of the Declaration, the Association shall not create or enforce any other restriction relating to the term of a lease or rental agreement of any Lot in the Project. A copy of all leases must be filed with the property manager of the Association.

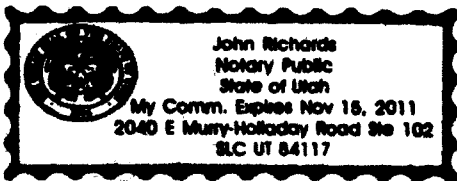
IN WITNESS WHEREOF, STONE CLIFF OWNERS ASSOCIATION, INC. has executed this Amendment to the Declaration as of the 17 day of March, 2011.

STONE CLIFF OWNERS ASSOCIATION, INC.

Raymond Janowski PRESIDENT [Signature] SECRETARY Board member

STATE OF UTAH)
 :SS
County of Washington)

On the 17 day of March, 2011, personally appeared before me Ray Janowski and Sam Davis who, being first duly sworn, did say that they are the President and Board member of the Stone Cliff Owners Association, Inc., and that this instrument was signed on behalf of the Association by authority of its Board of Directors; and each of them acknowledge said instrument to be their voluntary act and deed.



[Signature]
Notary Public for Utah

EXHIBITS "A" and "B"

STONE CLIFF
A PLANNED UNIT DEVELOPMENT
LEGAL DESCRIPTION
