

1933  
After Recording Return To:  
**Richards Kimble & Winn, P.C.**  
2040 E. Murray Holladay Rd., Suite 106  
Salt Lake City, Utah 84117

**DOC # 20110010279**

Amended Restrictive Covenants  
Russell Shirts Washington County Recorder  
04/04/2011 03:11:53 PM Fee \$ 79.00  
By RICHARDS KIMBLE & WINN

Page 1 of 19



**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C. The Original Declaration and the First Amendment were amended, restated, and superseded by the "Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff" ("**Declaration**") recorded on March 26, 2007, as Entry No.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 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.

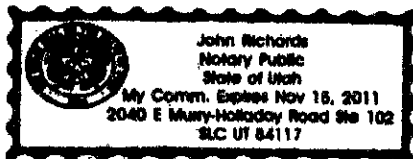
IN WITNESS WHEREOF, STONE CLIFF OWNERS ASSOCIATION, INC. has executed this Amendment to the Declaration as of the 17 day of March, 2011.

STONE CLIFF OWNERS ASSOCIATION, INC.

Raymond G. Sawarsky [Signature]  
PRESIDENT SECRETARY Board member

STATE OF UTAH )  
 ) :ss  
County of Washington )

On the 17 day of March, 2011, personally appeared before me Ray G. Sawarsky and Saw 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