

Amended Restrictive Covenants Page 1 of 9
Russell Shirts Washington County Recorder
05/07/2020 04:37:46 PM Fee \$66.00 By RICHARDS
LAW, P.C.

After Recording Return To:
Stone Cliff Owners Association
c/o F1 Property Management
491 E. Riverside Drive, 3B
PO Box 910069
St. George, UT 84791

**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 of Stone Cliff, A Planned Unit Development, for the real property as described in Exhibit "A," is executed by Stone Cliff Owners Association, Inc., (hereinafter "Association") after receiving a majority vote of the members of the Association at a special meeting of the members of the Association on May 2, 2020.

RECITALS

A. Certain real property in Washington County, Utah, known as Stone Cliff, is subject to certain covenants, conditions, and restrictions pursuant to a Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff, A Planned Unit Development, recorded in the records of the Washington County Recorder on March 26, 2007, as Entry No. 20070015000 (sometimes hereinafter referred to as "Declaration");

B. 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, State of Utah;

C. The Declaration and Second Amendment were subsequently amended by three instruments, each titled Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff (respectively the "Third Amendment," "Fourth Amendment," and "Fifth Amendment") recorded on April 4, 2011, as Entry Nos. 20110010278 and 20110010279, and on April 9, 2014 as 20140010523, in the Washington County Recorder's Office, State of Utah;

D. This amendment is intended to modify the legal description of the "Additional Land" described in Exhibit "B" of the Declaration, in order to add additional property to the Additional Land as originally described, so that said additional property can, in the future, be annexed into the Stone Cliff community, made subject to the Declaration as amended, and for other reasons as provided in the Declaration;

E. This amendment is also intended to extend certain development rights and privileges to the Declarant under the Declaration;

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

G. The Association has concluded that the extension of certain Declarant rights and the expansion of the Additional Land would be desirable and in the best interest of the Owners, as resolved by the Board of Directors of the Association;

H. 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 at a special meeting of the members held on May 2, 2020;

NOW THEREFORE, the Association, by and through its Board of Directors, hereby amends the Declaration as set forth below:

FIRST

Amendment to Exhibit B: The Association, by and through its Board of Directors, hereby amends and replaces, in its entirety, Exhibit "B" to the Declaration, as follows:

See Exhibit "B" to this Amendment, which is incorporated herein by this reference.

SECOND

Section 11.6 added to Article 11: Article XI, Section 11.6 is added, which reads as follows:

11.6 Potential Additional Land. Declarant does not own the two-acre parcel east of the currently defined Additional land, but the Declarant could potentially acquire the two-acre parcel in the future. If the Declarant acquires the two-acre parcel, the parcel will automatically, as of the effective date of the acquisition, be deemed to constitute Additional Land under this Declaration in all respects. The two-acre parcel referenced in this Section 11.6 is particularly described as follows:

Beginning at a point North 0°31'50" East 33.00 feet along the Center Section Line and South 89°20'06" East 16.50 feet from the South 1/4 Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence North 0°31'50" East 581.33 feet; thence South 89°00'06" East 220.62 feet to a point on the west right of way line of 3000 East Street, said point being on the radius of a 905.00 foot radius curve to the right (bearing to radius point is South 88°35'53" West); thence Southwesterly through a central angle of 30°30'55" and 482.00 feet along the arc of said curve to a point of tangency; thence South 29°06'48" West 119.66 feet to the point of a 995.00 foot radius curve to the left; thence Southwesterly through a central angle of 0°43'42" and 12.65 feet along the arc of said curve to a point 33.00 feet from the South Line of said Section 34; thence North 89°20'06" West parallel with the Section Line 47.46 feet to the point of beginning.

THIRD

Amendment to Section. Article VII, Section 7.17 is hereby amended so that after amendment it will read as follows:

7.17 Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, Declarant shall have the right to use any Lot or Living Unit owned by Declarant, and any part of the Common Areas (excluding facilities or rooms in any clubhouse or other structure constructed on the Common Areas that are constructed for such intended use) as reasonably necessary or appropriate, in the Declarant's determination, in furtherance of any marketing, construction, or sales efforts relating to the Lots owned by Declarant. In all events, Declarant's rights under this Section 7.17 will expire two years from the recordation of the plat for the last phase of Stone Cliff. Declarant's rights under this Section 7.17 may not be assigned unless the assignment is made to an entity that is affiliated with or owned or controlled by Traveller/Stone Cliff L.C. or KT3 Development, LLC.

FOURTH

Amendment to Section. Article VIII, Section 8.11, is hereby amended so that after amendment it will read as follows:

8.11 Exception for Declarant. Notwithstanding any contrary provision of Article VIII, the Declarant is exempt from the provisions, restrictions, and requirements of this Article, as the same may be amended, supplemented, or replaced in accordance with the foregoing Section 10 of this Article. Without limiting the generality of the foregoing, the Declarant is specifically (i) exempt from the requirement of review fees and the requirement to obtain approvals from the Committee; (ii) exempt from all oversight or control by the Committee, regardless of whether Declarant is constructing a home on its own Lot or on a Lot that is titled in another; and (iii) entitled to include any home in the Parade of Homes without any control or oversight from the Committee or the Board. The Declarant agrees to submit a working set of home plans to the Committee and will consider any nonbinding recommendations from the Committee. In all events, the Declarant's exemptions and rights under this Section 8.11 will expire two years from the recordation of the plat for the last phase of Stone Cliff. Declarant's rights under this Section 8.11 may not be assigned unless the assignment is made to an entity that is affiliated with or owned or controlled by Traveller/Stone Cliff L.C. or KT3 Development, LLC.

FIFTH

Amendment to Article. The first paragraph of Article XI, Section 11.3, is hereby amended so that after the amendment it will read as follows:

11.3. Procedure for Expansion. The supplements to this Restated and Amended Declaration by which addition to the Project of any portion of the Additional Land is accomplished shall be executed by Declarant; shall be in recordable form, shall be filed for record in the office of the County Recorder of Washington County, Utah, on or before the date that is two years from the recordation of the plat for the last phase of Stone Cliff; and shall contain the following information for that portion of the Additional Land which is being added to the Project:

[The remainder of Article XI, Section 11.3 is unchanged]


SIXTH

Restated and Amended Declaration of Covenants, Conditions and Restrictions of Stone Cliff, A Planned Unit Development Shall Remain in Full Force and Effect. Other than as

specifically provided otherwise in this amendment and in the Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Stone Cliff, A Planned Unit Development shall in all other respects remain in full force and effect.

Executed this 7 day of May, 2020.

STONE CLIFF OWNERS ASSOCIATION, INC.



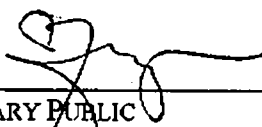
PRESIDENT
Todd R. Clement



SECRETARY/BOARD MEMBER
CAROLYN L. JENTZER

STATE OF UTAH)
 : ss.
County of Washington)

On the 7th day of May, 2020, personally appeared before me Todd Clement and CAROLYN L. JENTZER, who, being first duly sworn, did say that they are the President and Secretary (or Board Member), respectively, 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.



NOTARY PUBLIC

