0 0 8 3 1 1 9 1 Bk 1566 Pm 0067 RUSSELL SHIRTS * WASHINGTON CO RECORDER 2003 JUL 22 16:20 PM FEE \$22.00 BY DME FOR: JENKINS & JENSEN

Record Against the Property Described in Exhibit A Hereto.

RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

STONE CLIFF TOWNHOMES

a Residential Planned Unit Development

THIS Restated and Amended Declaration of Covenants, Conditions and Restrictions for Stone Cliff Townhomes, a Residential Planned Unit Development, is executed by not less than seventy-five percent (75%) of the Lot Owners of Stone Cliff Townhomes, sometimes informally referred to as Hidden Cove Townhomes.

RECITALS

These Recitals are made by not less than seventy-five percent (75%) of the Lot Owners of Stone Cliff Townhomes.

- A. The Declaration of Covenants, Conditions and Restrictions for Stone Cliff Townhomes, a Residential Planned Unit Development, was recorded in the records of the Washington County Recorder on October 8, 1998, as Entry No. 620150, in Book 1265, at Pages 567-585.
- B. The Stone Cliff Townhomes Homeowners Association was established for the administration of the Stone Cliff Townhomes Project and the Articles of Incorporation were filed with the State of Utah Department of Commerce, Division of Corporations and Commercial Code, on or about September 1, 1998.
- C. The Stone Cliff Townhomes Project is adjacent to and in many respects surrounded by the Stone Cliff Planned Unit Development. The Stone Cliff Planned Unit Development is primarily an estate lot subdivision.
- D. The Stone Cliff Townhomes Project and the Stone Cliff Planned Unit Development share certain streets in common, either by formal agreement or by informal practice.
- E. Concurrent with the adoption of this Restated and Amended Declaration, two-thirds (2/3) or more of the Members of Stone Cliff Townhomes Homeowners Association have approved the dissolution of said Association and annexation of the Stone Cliff Townhome Project into the Stone Cliff Planned Unit Development and assimilation of the Stone Cliff Townhome Membership into the Stone Cliff Owners Association, Inc.
- F. This Restated and Amended Declaration is intended to be incorporated by reference into a Supplemental Declaration executed by the Declarant of the Stone Cliff Planned Unit Development annexing the Stone Cliff Townhomes Project into the properties of the Stone Cliff Planned Unit Development, which properties are subject to and bound by that certain Declaration

of Covenants, Conditions and Restrictions of Stone Cliff, a Planned Unit Development, recorded in the records of the Washington County Recorder on April 3, 1995, as Entry No. 496398, in Book 897, at pages 500-528.

NOW, THEREFORE, pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions of Stone Cliff Townhomes, said Declaration is restated and amended as set forth below:

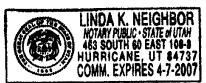
- 1. The Declaration of Covenants, Conditions and Restrictions of Stone Cliff Townhomes, a Residential Planned Unit Development, is hereby entirely superseded and replaced by this Restated and Amended Declaration.
- 2. Except as provided for hereinbelow, the Owners, their heirs, successors and assigns, of the property described in Exhibit A hereto shall be bound and governed in all respects by that certain Declaration of Covenants, Conditions of Stone Cliff, a Planned Unit Development, recorded in the records of the Washington County Recorder on April 3, 1995, as Entry No. 496398, in Book 897, at pages 500-528, and as amended and supplemented from time to time.
- 3. The individual Owners of Lots in the Stone Cliff Townhomes Project shall be responsible to repair and maintain in a state of good condition the front, rear and side yards of their Lots. This obligation to repair and maintain shall include, but shall not be limited to, mowing, fertilizing, placing herbicides and insecticides as needed, and replacing, repairing and maintaining all vegetation, structures, piping, irrigation timers, back flow devices, and such other structures, fixtures, vegetation and equipment as are a part of the yard and the yard irrigation system.
- Each and every Owner of a Lot in the Stone Cliff Townhome Project is obligated to and shall contract with a lawn care and landscaping company to perform the services described in paragraph 3 above. The lawn care and landscape company shall be selected by the Board of Directors of the Stone Cliff Owners Association, Inc., in its sole and exclusive discretion. The Board of Directors of the Stone Cliff Owners Association, Inc. shall invoice the Owners of Lots in the Stone Cliff Townhome Project for costs of the lawn care and landscaping service, plus administrative costs, and shall pay the lawn care and landscaping contractor. However, the Stone Cliff Owners Association, Inc., shall not be liable to the lawn care and landscaping company. The Stone Cliff Owners Association, Inc. shall have no liability whatsoever (i) for the services or acts performed by said lawn care and landscaping company and (ii) if the lawn care and landscaping company suspends service to a Lot(s) in the Stone Cliff Townhome Project because of non-payment for its services. Each Lot Owner of the Stone Cliff Townhome Project shall be responsible to pay for all such lawn care and landscaping services, plus a reasonable administration fee imposed by the Board of Directors of the Stone Cliff Owners Association, Inc. The costs for such lawn care services shall be to cover administration, parts, labor, supplies and all other costs associated with the maintenance of the yards in the Stone Cliff Townhomes Project.
- 5. From and after the date of recording of this Restated and Amended Declaration, the Owners of Lots in the Stone Cliff Townhome Project shall be responsible to repair, maintain, and insure their Units and the Lot Owners and Lots in the Stone Cliff Townhome Project shall be subject in all respects to the Declaration of Covenants, Conditions and Restrictions of Stone Cliff, a Planned

Unit Development, including without limitation, restrictions on architecture, use, assessment, and all other matters regulated by said Declaration, the Articles of Incorporation and the Bylaws of Stone Cliff Owners Association, Inc., the Rules and Regulations of Stone Cliff Owners Association, Inc., and any and all other covenants, restrictions, and regulations pertaining to the Stone Cliff Planned Unit Development.

6. The Declarant of Stone Cliff Planned Unit Development, the Stone Cliff Owners Association, Inc. and the Owners of Lots in the Stone Cliff Townhome Project shall have the right to enforce the terms and covenants set forth in this Restated and Amended Declaration, and shall be entitled to all remedies and damages available at law and equity, including without limitation, injunctive relief and specific performance. The prevailing party to any action to enforce the terms and covenants of this Restated and Amended Declaration shall be entitled to recover against the losing party costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the President of the Stone Cliff Townhomes Homeowners Association, aka Hidden Canyon Homeowners Association, represents that this Restated and Amended Declaration was approved at a meeting of the Members called for this purpose by at least seventy-five percent (75%) of all membership votes represented in person or by proxy at such meeting and that the signatures of such members personally or by their proxy is attached hereto and incorporated herein.

Made effective this <u>/2</u> day of <u>May</u>	, 2003.
	THE STONE CLIFF TOWNHOMES HOMEOWNERS ASSOCIATION
	By: State of the President Mulling President Mul
STATE OF UTAH,) :ss. County of Washington.)	
On this 12 day of Muy H. TROVELLE R, whose identity is personal satisfactory evidence, and who, being by me duly sw of the Stone Cliff Townhomes Homeowners Association godocument was signed by him on behalf Declaration, or resolution of the Board, and he adocument on behalf of the Association and for its statement.	worn (or affirmed) did say that he is the President iation, a Utah nonprofit corporation, and that the of the Association by authority of its Bylaws, acknowledged before me that he executed the



Restated and Amended Declaration Stone Cliff Townhomes Page 3 of 6

Motary Public H. Meley Wort

Traveller/Stone Cliff, L.C., a Utah limited liability company By: Its: Lot 2 Dennis R. Rutkoskie, Trustee of The Dennis R. Rutkoskie Revocable Trust dated June 12, 2000 Lot 3 Richard A. Harper Lot 3 Maurita A. Harper Lot 6 Todd Hopkinson Family, L.L.C. A Utah limited liability company Pulled Harrer his attorney-in-fact By: Its: Lot 7 Dean R. Cottle, Trustee of The Dean R. Cottle and Patricia C. Cottle Living Trust by W. ELWin Kings his Affordey - in - Fact Lot 7 Patricia C. Cottle, Trustee of The Dean R. Cottle and Patricia C. Cottle Living Trust Lot 10 Karen W. Black, a married woman by w. Edwar higgs har Attorney-14 Fact Lot 11 Carrie Jensen, a married woman by Richard Hange has Restated and Amended Declaration Stone Cliff Townhomes Page 4 of 6

Lot 12	
	Alan D. Stewart
Lot 12	Linda K. Stewart
Lot 13	George R. Campbell Ly Ruchard Henry his
Lot 13	Katherine V. Campbell
Lot 14	Jerry Marsdan Jerry Marsdan Ly Ruchind Hanger Ris attorney - in - fact
Lot 14	Lola Lee Marsden
Lot 15	David Cako Ry GC Fully Cako Cako Cako
Lot 15	Linda Cako
Lot 16	Bricanei Dyer
Lot 16	Bryan Dyer Attorney-in-Fact Bryan Dyer Attorney-in-Fact
Lot 17	John C. (Fahy

Lot 17	
	Penny Fahy
Lot 18	Barry Saunders, a Married Man, as his Sole and separate property
Lot 19	Norwest Bank North Dakota N.A., as Trustee for Sharon Sabrosky Trust
Lot 20	Paula A. Peterson, fka Paula A. Sant
Lot 21	Charles W. Cline
Lot 21	Kathleen Cline
Lot 22	Jack C. Jensen, Jr., Trustee of the Jacqueline R. Jensen Qualified Marital Trust Dated February 4, 2000
Lot 23	Dennis B. Patten Horney-in-Fact Dennis B. Patten
Lot 24	Roger C. Millar
Lot 24	Valerie A. Millar
Lot 25	Debra W. Buhler, a single person

EXHIBIT A

Real Property located in Washington County, Utah

All of Lots 1 through 25 of Stone Cliff Townhomes, together with all common and limited common areas according to the official plat map thereof filed in the records of the Washington County Recorder.