

*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.

4. 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

Lots 1, 4, 5, ~~8~~ and 9

[Signature]
Traveller/Stone Cliff, L.C.,
a Utah limited liability company
By:
Its:

Lot 2

[Signature]
Dennis R. Rutkoskie, Trustee of
The Dennis R. Rutkoskie Revocable Trust
dated June 12, 2000

Lot 3

[Signature]
Richard A. Harper

Lot 3

[Signature]
Maurita A. Harper

Lot 6

[Signature]
Todd Hopkinson Family, L.L.C.
A Utah limited liability company
By: [Signature]
Its: attorney-in-fact

Lot 7

[Signature]
Dean R. Cottle, Trustee of The Dean R. Cottle
and Patricia C. Cottle Living Trust
by [Signature]
Attorney-in-fact

Lot 7

[Signature]
Patricia C. Cottle, Trustee of The Dean R. Cottle
and Patricia C. Cottle Living Trust

~~Lot 8~~
Lot 10

[Signature] by [Signature] his
Attorney-in-fact
[Signature]
Karen W. Black, a married woman
by [Signature] her
Attorney-in-fact

Lot 11

[Signature]
Carrie Jensen, a married woman
by [Signature] her
attorney-in-fact

Lot 12

Alan D. Stewart

Lot 12

Linda K. Stewart

Lot 13

George R. Campbell
George R. Campbell
by Richard Harper his
attorney-in-fact

Lot 13

Katherine V. Campbell

Lot 14

Jerry Marsden
Jerry Marsden
by Richard Harper his
attorney-in-fact

Lot 14

Lola Lee Marsden

Lot 15

DAVID CAKO / By J.C. Fahy
David Cako
his attorney-in-fact

Lot 15

Linda Cako

Lot 16

Bricanei Dyer

Lot 16

Bryan Dyer by W. Edwin Riggs his
attorney-in-fact
Bryan Dyer

Lot 17

John C. Fahy
John C. Fahy

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.