

STONE CLIFF OWNERS ASSOCIATION, INC.

NEW CONSTRUCTION CHECKLIST

The following items must be turned in to the Stone Cliff Architectural Review Committee in order for any plans for new construction to be considered for approval:

- 2 sets of complete plans, showing all setbacks and heights
- Plot layout
- Completed landscape plan showing as much detail as possible (concept, plants, rocks, etc.)
- Check all survey points to make sure the house is located properly. If you can't find survey stakes, a survey will be required.
- Labeled samples for the following colors:
 - Roof tile
 - Stucco
 - Stone
- Completed Stone Cliff new construction application signed by owner and builder
- \$2,500.00 review fee made out to "Stone Cliff HOA"
- Contact name and phone number for inspections

A Master Planned Community



GENERAL CONTRACTOR AND OWNER
DESIGN GUIDELINES

Approved by the Board and Effective 08/16/07

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GENERAL CONTRACTOR AND OWNER BUILDING GUIDELINES FOR STONE CLIFF

1. PURPOSE AND OBJECTIVES

In accordance with the Declaration of Covenants, Conditions and Restrictions of Stone Cliff (the "Restrictive Covenants"), and the Articles of Incorporation and Bylaws of the Stone Cliff Owners Association (as the foregoing may be amended from time to time), THE ARCHITECTURAL REVIEW COMMITTEE (THE "COMMITTEE") IS RESPONSIBLE TO REVIEW AND APPROVE ALL SITE PLANS; HOUSE PLANS AND SPECIFICATIONS; LANDSCAPE PLANS; AND PLANS FOR AND CONSTRUCTION OF ALL IMPROVEMENTS, STRUCTURES AND FENCES (COLLECTIVELY, THE "IMPROVEMENTS") in Stone Cliff, a planned unit development in Washington County, Utah, before the commencement of any such construction or Improvement. These Design Guidelines ("Guidelines") are intended to amplify and implement the standards, rules, restrictions, and covenants set forth in the Restrictive Covenants, and must be observed in connection with the construction of any Improvement in Stone Cliff. These Guidelines may be amended from time to time pursuant to the provisions of the Restrictive Covenants. You should obtain from the Committee the most recent version of the Guidelines.

The Guidelines contained herein, together with the Restrictive Covenants, shall govern the design and construction of all Improvements in Stone Cliff. To the extent any conflict exists between these Guidelines and any law, statute or governmental ordinance, or any provision of the Restrictive Covenants, then the provisions of the law, statute, or ordinance, or the Restrictive Covenants, shall govern and take precedence over the provisions of these Guidelines. It is the intent of the Restrictive Covenants and these Guidelines, which will be administered and enforced by the Stone Cliff Owners Association (the "Association") through the Committee and the Association's Board of Directors (the "Board"), that all Improvements in Stone Cliff be well maintained and together promote a harmonious and compatible existence with the surroundings of the area. More specifically, the purpose of these Guidelines is to:

- A. Promote a desirable and attractive residential community.
- B. Harmonize the residential community with the natural and Developer created features of the area, in part by requiring that the color of all exterior features will be approved by the Committee and consistent with colors on the official color palette.
- C. Provide specific minimum and maximum requirements of size and quality of housing construction so as to achieve the foregoing goals.
- D. Safeguard the property rights of Stone Cliff residents, and protect and enhance the property value of all lots and houses in Stone Cliff.

2. APPLICATION

No Improvement shall be made in Stone Cliff without the owner or owners of the affected Lot (the "Owner" or "Owners") making application to and obtaining the approval of the Committee. The following application requirements must be satisfied before the Committee may grant any approval:

2.1 A written proposal describing the desired construction shall be submitted as part of the application. This written proposal must include a time frame giving the starting construction date and the approximate completion date, all in compliance with Article VIII of the Restrictive Covenants. The application along with all required plans and other materials shall be submitted to a member of the Committee at least ten (10) days prior to a meeting of the Committee in order for said application to be

considered for approval at that meeting.

2.2. At least two (2) copies of completed plans shall be prepared for each proposed Improvement and submitted to the Committee for review. After approval one (1) copy will be stamped and returned to the Owner with required restrictions or modifications noted. The second copy will remain the property of the Committee.

2.3. A scale drawing of (a) the site plan showing location and orientation of the proposed dwelling, including floor, garage, and street curb height, and (b) a detailed landscaping plan including location of trees, driveways, walks, indirect yard lights, and all other details.

2.4. A specification sheet indicating all materials to be used in the construction. Samples of exterior finish materials may be requested by the Committee. If these materials have not been determined at the time of submission, samples must be approved as part of the application process prior to installation of such materials.

2.5. Excavation plans and plans for any walls to be erected on the lot, including retaining walls, screening walls or fences, and landscaping walls. Such plans must be approved by the Committee and must be constructed to City of St. George codes and ordinances and for retaining walls there must be plans and an as-built certification of acceptance by a licensed geotechnical engineer.

2.6. The Owner of the Lot, and any general contractor if the Owner intends to employ one, can appear before the Committee at the time any plans for improvements are submitted for review and approval.

2.7. A check made payable to Stone Cliff Owners Association in the amount of \$2,500.00 must accompany any application, as noted Article VIII of the Restrictive Covenants. \$1,500.00 of this amount shall be non-refundable. The refundable portion of the fee shall be returned to the Owner upon completion of the Improvement and full compliance with all conditions imposed by these guidelines, the application agreement, the Restrictive Covenants, and the Committee, less monies withheld from the refundable deposit at the Committee's discretion if violations occur. The Owner must request that the refundable portion be returned on completion of the Improvement and not more than six months after the completion of the Improvement.

2.8. All dues, assessments and costs then owing with respect to the Lot must be paid before plans will be considered for approval.

2.9. Before final approval of any proposed construction, both the builder and the Owner must sign an Agreement provided by the Committee stating, among other things, that they have read and will comply with all requirements in the Restrictive Covenants and these Guidelines. Responsibility for the costs incurred as a result of failure to build in accordance with the Restrictive Covenants, Guidelines, and Committee Requirements, and any approved plans, including court costs and attorneys fees, will be borne by the Owner.

2.10. Approval of construction documents shall remain valid provided that construction is commenced within six months from the date of approval. If construction has not started within six months, the plans must be resubmitted for approval and will be subject to any changes made in the Restrictive Covenants or these Guidelines during the interim period. Furthermore, the applicant shall be required to pay a non-refundable additional deposit of \$500.00 to reimburse the Committee for plan approval costs of the resubmitted plans.

2.11. Any changes to the approved plans, including without limitation changes in the site plan or exterior elevations, before, during or after construction, must first be submitted to the Committee for approval.

3. ARCHITECTURAL DESIGN

3.1. No house shall be permitted that is not compatible and in harmony with existing houses. In addition, the architectural design of the house must be compatible with the Lot upon which it is being built, and designed by a licensed architect or other residential designer as approved by the Committee.

3.2. No clear anodized or milled aluminum window, door, or skylight frames will be allowed. Aluminum frames will be permitted if color-coated to coordinate with the exterior colors of the proposed Improvement. Glass can be either clear or lightly tinted. No reflective or mirrored glass will be allowed. Skylights and glazing should match the slope of the roof.

3.3. Active solar collectors can result in excessive glare and reflection, and will only be approved by the Committee if they are integrated into the structure or landscaping on a site and are not visible from neighboring properties.

3.4. All storage of personal property, including without limitation vehicles, boats, and trailers, must be contained in the house or in an approved enclosure that is a part of the house and/or the garage, and which is reasonably screened from the street. No storage sheds of any description will be allowed.

3.5. All trash containers must be stored in the garage or other enclosure when not out for collection. The enclosure must appear to be an integrated part of the house.

3.6. A guesthouse may be permitted with approval of the Committee.

3.7. In some cases the Developer may impose more restrictive design elements on certain Lots or in certain Phases.

4. EXTERIOR MATERIALS

4.1. All exterior materials, except for the roof, shall be stucco, stone, approved simulated stone, synthetic plaster finish system, copper, or a combination thereof. The use of aluminum or vinyl siding, brick, plywood, pressed board, cinder block, and similar types of siding, as exterior finishing materials, is specifically prohibited. Metal, except for copper, may not be used on soffits and fascia.

4.2. No reflective finishes (other than non-mirrored glass) shall be used on exterior surfaces.

5. ROOF/ROOFING

5.1. All sloped roofs shall be covered with clay tile, slate, concrete tile, or copper, and be conventional hip or gable. All soffits, eaves, and parapets must be finished with stucco, precast concrete, or other approved synthetic hard coat finish. Aluminum may not be used on soffits and fascia. All flat roof finish material must have the prior approval of the Committee and should match as closely as possible the color of the exterior of the structure. The finish material must also match approved colors and be surrounded by a parapet extending a minimum of twelve inches above the roof. All tile must be of a flat design or Malibu style "S" tile, which is 2^{1/8}" high. No roof tile higher than 2^{1/8}" will be allowed. No Spanish or Barrel tile will be allowed.

5.2. The sloped roof over each house shall maintain at least a three-to-twelve pitch. The maximum

slope is not to exceed five-to-twelve pitch.

5.3. Metal flues, vents, chimney caps, or similar items shall be finished to color match the nearest adjacent material. It is highly encouraged (but not mandatory) to consolidate all roof mechanical protrusions into a single area (or two) and conceal them within a false chimney or other architectural element compatible in color with the house.

5.4. Gable roof design shall be considered by the Committee on a case-by-case basis and shall be reviewed under the following criteria:

- A. Whether the proposed Improvement would unreasonably obstruct the view from adjoining properties or unreasonably interfere with neighboring owners' enjoyment of their respective properties.
- B. Whether the proposed design is generally consistent and/or compatible with the design of other existing structures throughout Stone Cliff.
- C. The Committee has sole and exclusive discretion to determine what is an unreasonable obstruction or interference.

5.5. Mixing of different colored roofing material, or two-toned roofing material, shall be prohibited, except as may be approved on a case-by-case basis by the Committee.

6. DWELLING SIZE

6.1. A minimum and maximum square footage size for each house shall be established by the Committee. The minimum and maximum size shall be established on a case by case basis by the Committee so that no house is built to a size that would detract from Stone Cliff as a whole or the houses located in its vicinity. Both maximum and minimum sizes will vary depending on site area, site location, and the unique features of each site and house. With the exception of houses in Hidden Canyon and Paragon Cove at Stone Cliff, the minimum and maximum square footages allowed for a house shall in no event be less than 2200 square feet on the main level, unless it has a walk out basement, then it shall be no less than 1800 square feet on the main level. Sizes of houses at Hidden Canyon and Paragon Cove at Stone Cliff shall be governed by the sizes approved individually as part of such Planned Unit Development approval.

6.2. Design guidelines for the various plat maps of each phase of Stone Cliff may contain the specifications for minimum house square footage. For a level to be considered a "main level" the level must be at street level and totally visible above ground from the street providing principle access to the house. A basement shall not be considered in determining the square footage of the main level in any house.

7. HEIGHT LIMITATIONS

7.1. "Lot Front" as used herein shall mean and refer to the side of the Lot which faces the adjacent street, or if a corner Lot, the side of the Lot which faces an adjacent street and which is or will be most fully faced by the front of the house to be constructed on the Lot. "Highest corner on the Lot Front" shall mean whichever of the two extreme ends of the top of curb on the Lot Front is higher in elevation.

7.2. "Base Elevation Point" as used herein shall mean and refer to the elevation established by one of three alternative definitions:

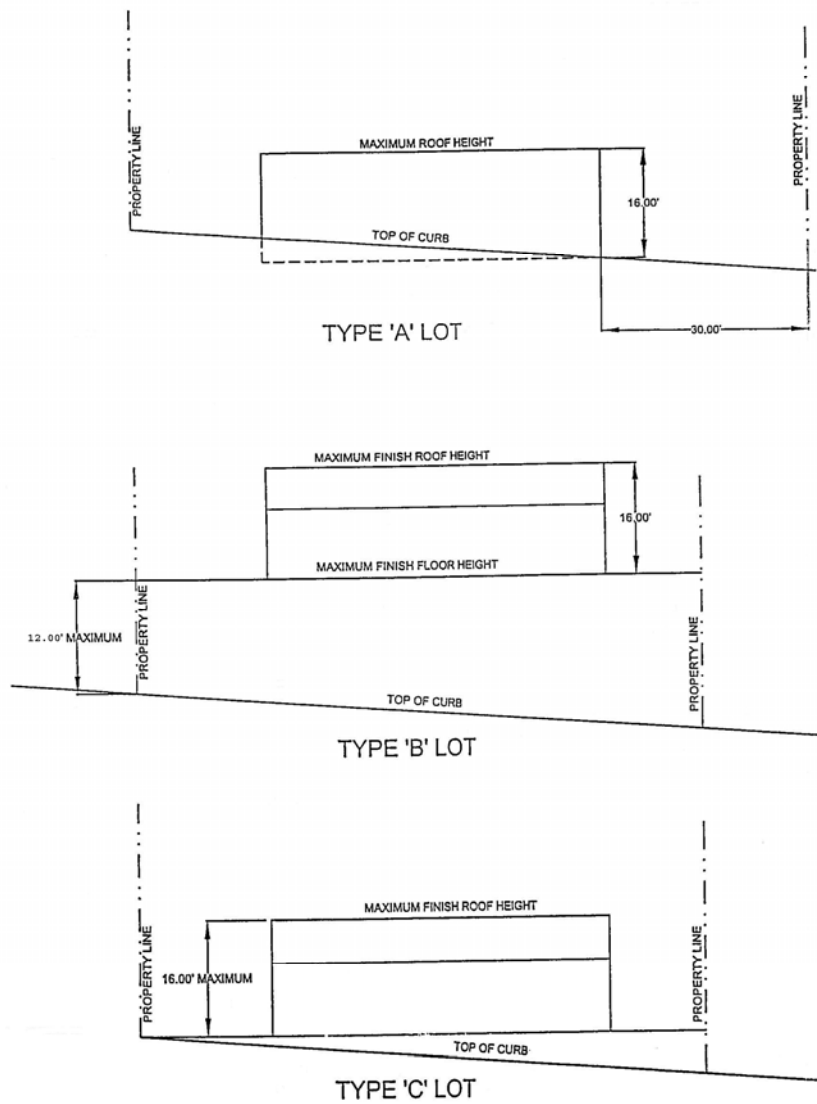
"Type A" Lots: The Base Elevation Point on Type "A" designated lots shall be a point of intersection which both: (a) lies up grade along the top of the curb from the lowest corner on the Lot

Front; and (b) lies on an imaginary line extended from and parallel to the side of the proposed house that is nearest the lowest corner on the Lot Front. Notwithstanding this, the Base Elevation Point shall not be less than ten feet (10'), nor greater than thirty feet (30'), as measured along the top of the curb, up grade from the highest corner on the Lot Front.

“Type B” Lots: The Base Elevation Point on Type “B” designated lots shall be a point which lies at the average elevation of an existing pad prepared by the developer on the Lot. In no case shall the Base Elevation Point be greater than twelve feet (12') above the highest corner on the Lot Front.

“Type C” Lots: The Base Elevation Point on Type “C” designated lots shall be a point which lies at the highest corner on the Lot Front.

Lots in Stone Cliff – Phase 10, Paragon Cove at Stone Cliff, and in future Stone Cliff phases shall be designated by the developer at the time each lot is sold from the developer to an Owner, and the designation so made shall be binding upon the Lot Owner for purposes of Committee review.



7.3. "Top of the house" as used herein shall mean and refer to the highest point of elevation of any part of the proposed residential structure, including garage and any approved out buildings. This provision shall not apply to chimney structures of which the size, height and location must be approved by the Committee and may be restricted or prohibited in the discretion of the Committee if the size, height or location would unreasonably interfere with the views of property and/or houses situated up grade.

7.4. As measured from the vertical distance from the Base Elevation Point to the top of the house as each are defined herein, no dwelling shall be erected to a height of less than twelve feet (12') nor more than twenty-five feet (25'); except that for dwellings constructed in any phase of Paragon Cove at Stone Cliff, no dwelling shall be erected to a height of less than twelve feet (12') nor more than sixteen feet (16'). One or more front or side elevation drawings accurately reflecting and clearly indicating the elevation of both the Base Elevation Point and the top of the house, as well as the vertical distance between them, shall be submitted to the Committee as part of the completed plans required hereunder. Examples of elevation drawings for both Type A and Type B lots are provided below. Two story houses in any phase of Stone Cliff are addressed in paragraph 6 below.

7.5. All variation in slope and change in the original elevations or a Lot, or any part thereof, must be retained within the boundaries of said Lot, so that, among other things, (a) no adjoining landowner will be required to retain any slope due to cuts or changes in the elevation of an adjoining Lot by such adjoining Lot owner, and (b) the changes in slope will not change the direction or flow of run-off water so as to adversely affect such adjoining property.

7.6. "Two story house" is to be understood according to its plain and ordinary meaning as a residence with two distinctly visible levels as viewed from the front. Two story houses shall not be allowed. Single story plans with full walkout basements are permitted unless five (5) or more vertical feet of said basement above the grade is visible along the entire front of the house. "Front of the house" means that portion of the house generally including the front entrance, but in any event the "front of the house" will be determined by the Committee for purposes of this provision.

8. GARAGES/DRIVEWAYS

8.1. Each house in Stone Cliff shall have an enclosed garage which is sized to handle not less than three conventionally sized vehicles unless otherwise approved by the Committee. Said garage may either be attached to or detached from the house. It is encouraged to have garages oriented with openings away from streets. A limited amount of temporary on street guest parking only will be allowed, but no overnight parking on streets shall be permitted. Recreational vehicle parking will not be allowed, unless within an enclosed garage. Recreational vehicle shall mean all watercraft, travel trailers, campers, camper shells, tent trailers, motor homes, snowmobiles, all-terrain vehicles, off-highway vehicles, dune buggies, transport trailers, and devices similar to any of the foregoing.

8.2. Every garage shall be serviced by a driveway which shall be a minimum width of not less than ten feet (10').

8.3. The driveway on any Lot must be constructed of concrete or pavers, and placed on properly compacted granular fill. No dirt, asphalt, or gravel driveways will be permitted.

8.4. All construction related to the installation of a driveway must be completed prior to, or simultaneously with, the occupancy of the house. It is the Owner's responsibility to keep driveways in reasonable repair.

8.5. Driveways must be of a sufficiently gentle slope so they are not a hazard to the neighboring homes, yards, persons, or vehicles on the street. They must be constructed in such a way that they cause no problem related to water run-off for the Owner, neighbors, adjoining properties or any municipal road department.

9. SURVEY

A certified survey must be submitted to the Committee prior to excavation or site plans shall indicate property boundaries, bench marks, floor elevations, and utilities.

10. SETBACKS FOR DWELLINGS

10.1 *Residential lots.* For the purpose of determining setback distances on residential lots, open porches, eaves, and steps shall not be considered to be part of the house. Setback requirements for each residential lot in Stone Cliff are as follows:

FRONT: 30 feet from the back of the curb.
SIDE STREET: 30 feet from the back of the curb.
SIDE YARD: 12 feet minimum on each side.
REAR LINE: 30 feet minimum.

Setback requirements for each residential lot in Paragon Cove are as follows:

FRONT: 10 feet from the back of the curb to dwelling.
FRONT: 20 feet minimum from back of sidewalk (curb where no sidewalk) to garages.
SIDE YARD: 5 feet minimum on each side.
REAR LINE: 5 feet minimum.

10.2 *Exception for Stone Cliff – Phase 8.* Due to dramatically declining elevations on the non-street side of Lots 801 through 810, Stone Cliff – Phase 8, which affect the practical buildable space on these Lots, said Lots are excepted from the otherwise generally applicable setback requirements. The setback requirements for the identified Lots are as follows:

FRONT: 20 feet from the back of the curb.
SIDE STREET: 20 feet from the back of the curb.
SIDE YARD: 8 feet minimum on each side.
REAR LINE: 10 feet minimum.

10.3 *General Exceptions.* Setback distances may be altered in supplemental declarations for future phases and for Townhome Projects. The setback distances shall be determined by St. George City Ordinance or separate restrictive covenant.

11. WALLS/FENCING

11.1. Prior to the installation of any wall/fence on any Lot, a site plan showing the proposed location, height, colors, and materials, and the landscaping which may be used to screen it, must be submitted to and approved by the Committee.

11.2. No wall/fence shall be erected on any Lot closer than 10 feet to the back of any street curb. The Owner of the wall/fence shall be responsible for maintaining the land area between the wall/fence and

the Lot property line and/or the back of any curb or street.

11.3. Finished walls and fences must be constructed of stucco, stone or wrought iron. No wood, brick, un-stuccoed block, vinyl, plastic, or chain-link fencing will be allowed.

11.4 The requirements of 2.5 of the Guidelines must also be satisfied.

11.5 Hidden Canyon: The Hidden Canyon portion of the Stone Cliff Development is a planned unit townhome development tract also know as Stone Cliff Townhomes. The townhomes in Hidden Canyon are clustered together and lie in close proximity to one another, often not separated by more than six to ten feet. The close proximity of the townhomes creates special circumstances, particularly in relation to architectural controls and preservation of open spaces created by natural features and landscaping installed during initial construction of the townhomes. Specifically, the continuous lawn area spanning the rear yards and appurtenant Common Areas behind the townhomes on Lots 18 - 25 has created an unobstructed open space area which is aesthetically pleasing and which the Board of the Stone Cliff Homeowners Association, Inc. has determined that it is in the best interest of the Association to maintain as an open space area, unobstructed by fences or other structures. A similar open space area is not shared by any other of the Lots in Hidden Canyon as a majority of the rear yard area of the other Lots in Hidden Canyon face boulder bluffs. Thus, to maintain and preserve the open space lawn area at the rear of Lots 18 - 25, no fences, structures, trees or shrubs shall be constructed in the rear yard areas by Owners, including the appurtenant rear yard Common Areas, except that existing patio areas may be enclosed by a fence of the type, material and height approved by the Committee in writing. This provision is consistent with the historic treatment of this lawn area and the precedence set in not approving fences to obstruct this lawn area.

12. ACCESSORY BUILDINGS AND STRUCTURES

All accessory structures, whether built in conjunction with a new house or upon a Lot having an existing house, must be approved by the Committee through the application process prior to commencement of construction. Site plans submitted for such purpose must include, among other appropriate information, the location, dimensions, and height of all proposed accessory buildings/structures, a description of the location and type of any special lighting required, and the setbacks from property lines. Submissions shall also include information regarding the color, quality, and architectural style of the structure, which in all cases shall be subject to approval by the Committee and shall harmonize as much as possible with the principal structure on the lot as well as with the surrounding neighborhood. Placement of any such accessory structure shall be done in such a way as to minimize the blockage of views by adjoining property or properties in close proximity. These requirements shall apply to the following improvements and/or any similar structures:

- guest houses;
- sports courts;
- basketball courts or other facilities for recreation;
- tennis courts;
- swimming pools, including dressing rooms and related pool equipment buildings;
- waterfalls and fountains;
- gazebos;
- Jacuzzi pools;
- playground equipment;
- detached storage sheds, tool sheds; and
- play houses.

13. LANDSCAPING

13.1. All lots shall be landscaped with lawn, trees, shrubs, or suitable ground cover, so as to be visually attractive and harmonious with the project and neighboring properties. Each Owner shall install an underground sprinkling system to provide adequate water to maintain all lawn and planted areas.

13.2. Each Lot is to be graded and landscaped in a manner that will keep water runoff from adversely affecting adjoining properties.

13.3. Each newly landscaped yard shall have a minimum of five trees with each tree having a height of at least five feet and at least a 1" caliper. All landscaping for all lots must be completed within four (4) months from the sooner to occur of either completion or occupancy of the house. Landscaping is not deemed complete until the front, back and side yards are landscaped, including the sprinkling system.

13.4. The builder or owner of houses built for speculation must guarantee in writing that the landscaping will be completed within the required term of four months before any plans for such a house will be approved. A house shall be considered to be built for speculation if it is intended to be, or actually is, held out for sale by a listing agent or by the Owner prior to or within 60 days of completion, whether the Owner occupies the house or not. If an Owner fails to complete landscaping as required, the Owner's entire application deposit shall be forfeited. Furthermore, the Committee shall have the power to commence an action to compel completion of the landscaping, and the Owner shall be responsible for the payment of all costs and attorneys' fees expended by the Committee or Association in bringing and prosecuting such an action upon a result in the Committee's favor.

13.5. A yard sculpture, fountain, or other non-seasonal display must have prior written approval of the Committee before installation. Seasonal displays, such as Christmas lights, are permitted for specific time frames which the Committee may establish by Resolution. Christmas lights may be up from November 15th through January 15th.

13.6. Artificial turf is allowed, as long as the Committee determines on a case-by-case basis that it does not detract from the appearance of the house or the surrounding neighborhood.

14. LIGHTING

All lighting must face downward as to not impede on the streets or neighboring properties. This includes lighting for sport courts. The height of any light in a sport court cannot exceed 16 feet.

15. MECHANICAL EQUIPMENT

No satellite dish or antenna exposed to view from the street or streets abutting the Lot will be allowed if any acceptable quality signal can be obtained on another portion of the Lot.

16. CONSTRUCTION & EXCAVATION

The following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract documents specifications for each Improvement on a Lot, and all builders, Owners and other persons working on the Improvement shall be bound by these regulations. Any violation by a builder shall also be deemed to be a violation by the Owner of the Lot.

16.1. Prior to commencing construction or undertaking excavation on any Lot, the contractor must

meet with the Committee to review construction procedures and coordinate his proposed activities.

16.2. The Committee shall not be responsible to enforce government requirements. The Owner and builder shall comply with all government requirements.

16.3. Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot or in Stone Cliff, except in areas, if any, expressly designated by the Committee. Both prior to and during the construction period, each site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other Lots and any Common Areas. Any clean-up cost incurred by the Committee or the Association in enforcing these requirements will be billed to the Owner. Dirt, mud or debris resulting from activity on each site shall be promptly removed from public or private roads, Common Areas and driveways or other portions of Stone Cliff. If this requirement is not complied with by the Owner or the builders in the Owner's employ, the Committee shall notify the Owner to remedy the condition. If, upon the expiration of seven (7) calendar days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall so notify the Owner, and the Owner shall forfeit the entire application deposit made hereunder. The Committee may also take any action to correct the non-compliance as is provided for in the Guidelines or the Restrictive Covenants, and the Owner shall be responsible for the payment of all costs and attorneys' fees incurred in any enforcement action taken by the Committee.

16.4. Each Owner and builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot.

16.5. Construction crews shall not park on, or otherwise use, other Lots or any Common Areas or open spaces in Stone Cliff. Vehicles and machinery shall be parked only in areas designated by the Committee.

16.6. Damage and scarring to adjacent property is prohibited.

16.7. Cleaning by concrete suppliers and contractors of their equipment shall be done on-site and not on any adjacent property to that being improved, and any waste materials including concrete tailings shall be removed by the builder upon completion of improvements.

16.8. The following practices are expressly prohibited:

- Changing oil of any vehicle or equipment on the Lot.
- Removing any rocks, plant material, topsoil, or similar items from any property of others.
- Discharging any type of firearms on the property.
- Use of alcohol and illegal drugs.
- No pets, particularly dogs, may be brought onto the Stone Cliff property by contractors.

16.9. The builder shall be responsible for controlling dust and noise from the construction site.

16.10. No construction activities are allowed on Sundays except in the case of emergencies. No constructions activities are allowed before 6:00 a.m. nor after 7:00 p.m.

16.11. During the workday, unnecessary noise on construction sites, such as the operation of radios,

stereos, boom boxes, or similar electronic device at a loud volume, is prohibited.

16.12. The street may not be used as a work site.

17. FOOTINGS/FOUNDATIONS

17.1. Wood foundations are prohibited.

17.2. Subject to local building code regulation, all exterior wall materials (stucco, etc.) must be finished down to the final lot grade, entirely covering any concrete exposed above final grade, thereby eliminating unfinished foundation walls.

18. MATERIALS ON SITE

18.1. Prior to the start of construction, a dumpster shall be placed on the building Lot for all refuse accumulated from the construction project. Dumpsters must not be placed on the street, except where there is no practical location to place a dumpster on the Lot.

18.2. During the period of construction of any dwelling, no materials may be stored on any roadway or in any easement areas. No material which represents a safety hazard to the general public may be stored on a Lot.

18.3. During construction the Owner or contractor shall take all necessary actions to insure that the streets are kept clean of debris, mud, dirt and rock.

18.4. The builder may, with written approval from an adjoining property Owner, place the dumpster on that adjoining property.

19. VARIANCES

19.1. Where circumstances warrant, the Committee may, by majority vote of its members, allow reasonable variances to any of these provisions. Any request for variances must be submitted in writing to the Committee, along with any technical data available that is applicable to the request.

19.2. The Committee will not grant a variance unless all of the following circumstances are found to exist:

- (a) Enforcement of the Guidelines would impose an unusual or unique design limitation upon the Owner's Lot.
- (b) If the variance were granted, it would not substantially or materially detract from the character and ambiance of Stone Cliff, as contemplated by the Restrictive Covenants and these Guidelines.
- (c) If the variance were granted, it would not create, in the sole and exclusive discretion of the Committee, a significant negative impact on Lot Owners in the neighborhood.

19.3. Appeal of Committee denial of variance. Decisions of the Committee denying a variance may be appealed to the Board for a final decision by the Owner or any aggrieved Lot Owner. A decision of the Board may override any and previous decisions of the Committee, including those within the sole discretion of the Committee. Appeals must be made in writing within thirty (30) days of the date of the Committee's denial. Upon receipt of an appeal, the Board may schedule a meeting to consider the appeal within thirty (30) days of its receipt of the appeal, or it may schedule its consideration of the appeal at a Board meeting already scheduled within the thirty (30) day time period. The information

provided to the Board at the time of appeal must include at least the following:

- The plans, specifications, or other information initially provided to the Committee when the variance was originally requested;
- A record of the Committee's decision or written statement accurately reflecting the decision of the Committee;
- Any other information the Owner deems relevant to the Board's consideration of the variance.

The Board may decide whether to grant or deny the variance appeal at the time of the meeting at which it considers the appeal, or it may decide within a reasonable time after the meeting takes place, but in no case shall the Board delay its decision past the end of the original sixty (60) day time limit for scheduling of the appeal. Decisions of the Board with respect to variance requests are final.

19.4. No substantial exterior changes from the approved plans will be allowed without resubmission of plans.

20. OCCUPANCY

A certificate of occupancy from the City of St. George is required before moving into a new house.

21. GENERAL

21.1. Homeowners are required to keep their Lots maintained at all times.

21.2. Remodeling, including exterior painting, must conform to these Guidelines. Construction of any exterior addition to an existing house must be approved in advance by the Committee, in accordance with these Guidelines.

21.3 These Guidelines are intended to be the minimum building requirements at Stone Cliff. As new products and materials become available that meet or exceed these requirements, they may be accepted by the Committee and those Guidelines may be amended.

21.4 All construction must be undertaken and completed according to the codes and ordinances adopted by the City of St. George.

21.5 As used in these Guidelines "Developer" shall mean the same as the Declarant, including the Declarant's assigns, as defined in the Restrictive Covenants.

THE ABOVE DESIGN GUIDELINES WERE DULY
ADOPTED BY THE STONE CLIFF OWNERS ASSOCIATION
BOARD OF DIRECTORS ON THE 16th DAY OF AUGUST, 2007.

ATTEST:

PRESIDENT

Committee's denial. Upon receipt of an appeal, the Board may schedule a meeting to consider the appeal within thirty (30) days of its receipt of the appeal, or it may schedule its consideration of the appeal at a Board meeting already scheduled within the thirty (30) day time period. The information provided to the Board at the time of appeal must include at least the following:

- The plans, specifications, or other information initially provided to the Committee when the variance was originally requested;
- A record of the Committee's decision or written statement accurately reflecting the decision of the Committee;
- Any other information the Owner deems relevant to the Board's consideration of the variance.

The Board may decide whether to grant or deny the variance appeal at the time of the meeting at which it considers the appeal, or it may decide within a reasonable time after the meeting takes place, but in no case shall the Board delay its decision past the end of the original sixty (60) day time limit for scheduling of the appeal. Decisions of the Board with respect to variance requests are final.

19.4. No substantial exterior changes from the approved plans will be allowed without resubmission of plans.

20. OCCUPANCY

A certificate of occupancy from the City of St. George is required before moving into a new house.

21. GENERAL

21.1. Homeowners are required to keep their Lots maintained at all times.

21.2. Remodeling, including exterior painting, must conform to these Guidelines. Construction of any exterior addition to an existing house must be approved in advance by the Committee, in accordance with these Guidelines.

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THE ABOVE DESIGN GUIDELINES WERE DULY
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ATTEST:


PRESIDENT

**PROPOSED AMENDMENT TO THE STONE CLIFF
ARCHITECTURAL CONTROL GUIDELINES**

11.5 Hidden Canyon: The Hidden Canyon portion of the Stone Cliff Development is a planned unit townhome development tract also know as Stone Cliff Townhomes. The townhomes in Hidden Canyon are clustered together and lie in close proximity to one another, often not separated by more than six to ten feet. The close proximity of the townhomes creates special circumstances, particularly in relation to architectural controls and preservation of open spaces created by natural features and landscaping installed during initial construction of the townhomes. Specifically, the continuous lawn area spanning the rear yards and appurtenant Common Areas behind the townhomes on Lots 18 - 25 has created an unobstructed open space area which is aesthetically pleasing and which the Board of the Stone Cliff Homeowners Association, Inc. has determined that it is in the best interest of the Association to maintain as an open space area, unobstructed by fences or other structures. A similar open space area is not shared by any other of the Lots in Hidden Canyon as a majority of the rear yard area of the other Lots in Hidden Canyon face boulder bluffs. Thus, to maintain and preserve the open space lawn area at the rear of Lots 18 - 25, no fences, structures, trees or shrubs shall be constructed in the rear yard areas by Owners, including the appurtenant rear yard Common Areas, except that existing patio areas may be enclosed by a fence of the type, material and height approved by the Committee in writing. This provision is consistent with the historic treatment of this lawn area and the precedence set in not approving fences to obstruct this lawn area.

Amendment
to
Stone Cliff
General Contractor and Owner Design Guidelines

Pursuant to Section 8.6 of the Restated and Amended Declaration of Covenants, Conditions, and Restrictions of Stone Cliff (the "CC&Rs"), recorded on March 26, 2007 as Entry #20070015000 in the records of the Washington County Recorder, the Board of Trustees hereby amends the Stone Cliff General Contractor and Owner Design Guidelines (the "Design Guidelines") by a majority vote of the Board. This Amendment shall be appended to and is hereby made a part of the Design Guidelines and shall hereupon have the same force and effect as if they were set forth in and were a part of the original Design Guidelines. All Lots must be brought into compliance within six (6) months of the date of this Amendment.

Section 14 is hereby amended as follows:

14. LIGHTING

Owners are encouraged to use exterior or landscape lighting to enhance their residence and yard. Stone Cliff's primary goal for lighting is to preserve the ambiance of the night time desert sky. Hence, exterior lighting shall be minimal and of a low intensity. It is the objective of Stone Cliff lighting guidelines that each resident may enjoy his or her view of the surrounding scenery including the lights of the city and evening sky at night.

The primary function of general lighting (separate from landscape lighting) is to provide light for normal use of premises and for public health and safety. General lighting shall be installed only in the areas that are primarily required for use on an everyday basis and for the normal function of a home. Examples of this type of lighting include porch, patio, porte-cochere, and service area. General lighting shall not be in abundance. Light sources shall be localized, carefully placed and directed such that it will neither flood any adjacent lots or common area nor will the source be visible from neighboring properties. As much as possible the lighting fixtures shall be recessed or physically integrated into the part of the structure it is on. All outdoor lighting shall be subject to approval by the Architectural Review Committee (the "Committee").

To ensure minimum light pollution, reduce glare, and minimize light trespass onto neighboring properties - exterior lighting is to be directed downward and recessed or shielded so that:

1. the opening for the light is directed down and fixed in that position, not sideways; and
2. the lighting source is hidden from view from off the property by the fixture design or by building structures such as fascia on an eave, walls, pillars, etc.; or
3. the lighting fixture includes a device or feature such as vanes, louvers, fins, etc., that directs the light downward and further shields the light source.

Colored lighting shall not be permitted. No lighting shall be permitted outside of the Building Envelope except for the driveway, the entry walk, driveway post and limited landscape lights.

No outdoor lighting shall be permitted except for lighting that is designed to limit the field and glare of light to the confines of the Lot on which it is installed. Only indirect, low level lighting is permitted and any coach type light fixture can only have bulbs of 25 watts and preferably soft yellow in color. No lighting which causes glare, discomfort, or disrupts the visual environment of, or impairs the view from, neighboring residences and yards, is permitted. Low voltage lighting is encouraged and low wattage bulbs are required for any other type of outdoor lighting. "Low wattage" shall be defined as needed by the Committee or Board, taking into account the location, elevation, surrounding residences, and environment of each Lot. No exposed bulb shall be allowed to cause undue glare, which shall be determined at the discretion of the Committee or Board of Trustees.

It is recommended that security lighting be activated by motion sensors, on for no more than 15 minutes, and located where such lighting does not come on frequently due to regular outdoor traffic or activity. The height of any light in a sport court cannot exceed 16 feet and should only be used when the court is in use.

Violation of this Section 14, as with all of the requirements contained in the Design Guidelines, is subject to a fine in accordance with the schedule of fines set forth in the Rules and Regulations. The Architectural Review Committee is available and willing to assist all residents with proper guidance and assistance in their interpretation of the lighting amendment. All outdoor lighting shall be subject to approval by the Architectural Review Committee.

Amendment
to
Stone Cliff
General Contractor and Owner Design Guidelines

Pursuant to Section 8.6 of the Restated and Amended Declaration of Covenants, Conditions, and Restrictions of Stone Cliff (the "CC&Rs"), recorded on March 26, 2007 as Entry #20070015000 in the records of the Washington County Recorder, the Board of Trustees hereby amends the Stone Cliff General Contractor and Owner Design Guidelines (the "Design Guidelines") by a majority vote of the Board. This Amendment shall be appended to and is hereby made a part of the Design Guidelines and shall hereupon have the same force and effect as if they were set forth in and were a part of the original Design Guidelines.

Section 13 is hereby amended to add the following:

13.7 If the view of any home is disturbed by neighboring lot landscaping, that landscaping may be subject to removal after review by the ARC and approval by the Board. Landscaping installed before August 2010 will not apply.

STONE CLIFF OWNERS ASSOCIATION, INC.
(A Utah Non-profit Corporation)

APPLICATION FOR APPROVAL OF NEW CONSTRUCTION, ADDITION OR REMODEL

DATE: _____

This Application is for

Lot Number _____

Phase _____

APPLICANT NAME

DAYTIME TELEPHONE

ADDRESS

EVENING TELEPHONE

CITY

STATE

ZIP CODE

GENERAL CONTRACTOR NAME

BUSINESS TELEPHONE

ADDRESS

CELLULAR TELEPHONE

CITY

STATE

ZIP CODE

UTAH CONTRACTOR LICENSE NUMBER

IS CONTRACTOR ON THE STONE CLIFF APPROVED BUILDER LIST (check one)? YES NO

*****SITE PLAN AND FINAL CONSTRUCTION DRAWINGS
MUST BE SUBMITTED WITH THIS APPLICATION*****

Please provide the following information about the proposed structure. By signing this Application you certify your understanding that an omission or misrepresentation of any of the following may result in denial of your Application or a delay of the approval process:

Setback of structure from street (two numbers if lot is on corner): _____

Setback of structure in side yards: _____ Building height: _____

Roof pitch of structure: _____

Roofing materials and color: _____

Exterior materials and color: _____

Starting construction date _____ Approximate completion date _____

Explanatory notes: _____

Site plan submitted with this application must be drawn to scale and accurately depict the proposed new residence and/or any accessory buildings, their dimensions (including height), placement on lot, location of driveway, height and location of any walls to be constructed, retaining or otherwise, and all setbacks from lot lines, including any other information customarily included. A landscaping plan may also be submitted now, but in any event a landscaping plan must be submitted and approved prior to any landscaping work commencing on your lot.

Applicant's Initials: _____ Builder's Initials: _____

By signing this Application I acknowledge and represent that:

- 1. I am signing this Application for good and valuable consideration consisting of the opportunity to have my Application for Approval of New House or Improvement evaluated on its merits by the Stone Cliff Architectural Review Committee (the "Committee").**
- 2. I have read and understand the conditions and declarations set forth in the Declaration of Covenants, Conditions, and Restrictions of Stone Cliff and the Design Guidelines, including the Guidelines for the Application for Approval of New Construction.**
- 3. I have deposited the appropriate fee with the Committee.**
- 4. I know that the approval of this Application, if granted, is based upon the representations and assurances given in the Application. I agree that the structures proposed will be constructed in strict accordance with the plans and specifications as approved. I know that any variance from these plans, including but not limited to the selection of exterior styles, materials and color(s), will void my approval.**
- 5. I agree that any subsequent change to the plans and specifications must first be submitted to the Committee for written approval before such change is implemented.**
- 6. I agree that construction of the proposed unit will be completed within one (1) year of the time such construction is commenced, and commencement thereof shall occur promptly. The landscaping for the unit, including sprinkler system, shall be completed within four (4) months of the sooner to occur of completion or occupancy of the living unit.**
- 7. I agree to install sidewalks in front of this home if the Master Plan shows that sidewalks are to be placed there.**
- 8. I agree that if I am permitted to begin work on any aspect of new construction prior to the approval of a landscape plan, I must return to submit and have approved by the Committee a landscape plan prior to commencing work on any landscaping for my unit.**
- 9. I understand that in the event I breach any term or condition of this Application, the Committee and the Stone Cliff Owners Association (the "Association") will be entitled to any remedy provided for in this Application, as well as any other remedy provided for at law or equity to enforce compliance with the terms and conditions of this Application.**
- 10. I understand that in the event of such a violation or breach, I will forfeit any right to return of my deposit and/or application fees, in addition to any other remedies available to the Committee and Association.**
- 11. I accept liability for and agree to indemnify the Association and/or the Committee for any attorneys fees or costs incurred by them in connection with my failure to comply with the terms and assurances in the Application or with the conditions for approval placed on my approval as determined by the Committee.**

Property Owner (s) or Owner's Authorized Agent Acknowledgment:

Signature: _____

Date: _____

Builder's Acknowledgement:

Signature: _____

Date: _____

(If the contact person is an agent or someone other than the owner, please indicate appropriate explanatory/contact info in the space below.)