



\*W2627261\*

After Recording Return To:  
2225 Murray Holladay Rd., Suite 111  
Salt Lake City, UT 84117

E# 2627261 PG 1 OF 8  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
27-Mar-13 0227 PM FEE \$112.00 DEP S  
REC FOR: SEB LEGAL  
ELECTRONICALLY RECORDED

**AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS**

**This Amendment to the Second Amended and Restated Declaration of Protective Easements, Covenants, Conditions, and Restrictions of Stoney Brook Cottages Phase 1 and Stoney Brook Cottages Phase 2 ("Declaration") is executed on the date set forth below by Stoney Brook Cottages, Inc. ("Association").**

RECITALS

A. Real property in Weber County, Utah, known as Stoney Brook Cottages Phases 1 and 2 a Planned Residential Unit Development was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded April 10, 2012, in the Weber County Recorder's Office as Entry 2570949;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to create rental restrictions and to define parking regulations;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. The President and Secretary certify that more than 50% of the votes of owners in attendance either in person or by proxy at a meeting where a quorum is present have approved this Amendment;

**NOW, THEREFORE**, the Association, by and through its Board, hereby amends the Declaration as follows:

**Declaration Article VII, Section 7.8 shall be amended in its entirety to read as follows:**

**7.8 Parking of Vehicles.** No vehicles shall be parked on any of the streets in the Project or on the Common Area (except in designated stalls) or Limited Common Area (except in the Owner's driveway). In addition, no boats, campers, trailers, large trucks (over 1 ton), motor homes, or similar large items shall be parked or stored on the Common Area or Limited

Common Area, except in accordance with the rules and regulations adopted by the Board of Directors. Vehicles parked in violation of this Section may be towed at the owner's expense. Owners shall warn their guests and invitees concerning these parking restrictions and the potential penalties.

**Declaration Article VII, Section 7.9 shall be added to the Declaration and shall read as follows:**

**7.9 Leases.** Leases shall be subject to the following restrictions:

(a) Units may be rented only to a single Family. Dormitory, hostel, hotel, or nightly rentals are strictly prohibited.

(b) All leases and lessees shall be subject to the provisions of the Declaration, Bylaws, and rules and regulations ("Project Documents"). Any owner who leases their Unit shall be responsible for assuring the Occupants' compliance with the Project Documents.

(c) The leasing of Units shall comply with this Section. "Leasing" means granting the right to use or occupy a Unit to a non-owner while no Owner occupies the Unit as their primary residence. Units owned by business entities shall be considered leased regardless of who occupies the Unit.

(i) Lease Limit. No more than 11 Units (including Grandfathered Units) may be leased at any given time. Hardship Exemptions shall not count against the Lease Limit. At the time this Amendment becomes effective, there will be more than 11 Units, including Grandfathered Units, being leased. The intent of this Amendment is to gradually reduce the number of leased Units to 11 as Grandfathered Units are transferred.

(ii) Initial Lease Term. The initial lease term shall be a six month minimum.

(iii) Hardship Exemption. Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt from the Lease Limit:

- 1) An Owner in the military for the period of the Owner's deployment;
- 2) A Unit occupied by the Owner's parent, child, or sibling;
- 3) An Owner whose employer has relocated the Owner for no less than two years;
- 4) A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
  - a) A current Occupant of the Unit; or
  - b) The parent, child, or sibling of the current Occupant of the Unit.

(iv) Application and Approval. Each Owner desiring to lease a Unit shall apply to the Board for approval. The application shall contain all supporting documentation necessary to prove the Owner qualifies for a Hardship Exemption. Additionally, Owners shall pay the Board an application fee in an amount to be determined by Board resolution. Upon receipt of an application, the Board shall:

- 1) Approve the application if it determines that the Owner has paid their application fee, complies with the Initial Lease Term, and Units are available for lease under the Lease Limit; or
- 2) Approve the application if it determines that the Owner has paid their application fee, qualifies for a Hardship Exemption, and the lease complies with the Initial Lease Term; or
- 3) Deny the application if it determines that the Owner has failed to pay their application fee, does not qualify, or there are no available Units under the Lease Limit.

(v) Review of Rental Applications. The Board shall review applications within 10 business days of receipt. The Board shall approve or deny an application and shall notify the Owner of the result, and, if permission is not given, the reason for the denial within 15 business days of receipt of the application.

(vi) Application Form: Approval Process. An application form, the application and approval process, and any other rules deemed necessary by the Board to implement this section shall be established by resolution of the Board.

(vii) Lease Agreements – Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the Occupant to the terms, conditions, and restrictions of the Project Documents, as amended from time to time. The Owner shall provide the tenant with a copy of the Project Documents. In the event the Project Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(viii) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Unit, or leases their Unit after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and eviction of any tenant.

(ix) Failure to Take Legal Action. Failure by an Owner to take legal action against their Occupant who is in violation of the Project Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Occupant for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or Occupant for any legal action commenced under this Section that is made in good faith.

(x) Recovery of Costs and Attorney Fees: Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Unit as an assessment pursuant to

this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectible as an assessment.

(xi) Requesting Unpaid Assessments from Tenant. In the event that a Unit is leased, and the Owner fails to pay their regular, special, or any other assessment, the Board may demand that the tenant pay their rent to the Association until the delinquent assessments are paid.

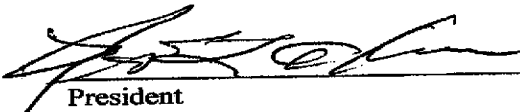
(xii) Grandfathered Units: Units being leased on the date this Amendment was recorded shall be exempt from the Lease Limit until:

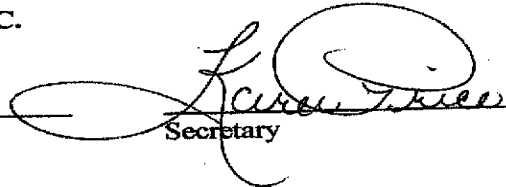
- 1) The Owner transfers the Unit by deed;
- 2) The Owner grants a life estate in the Unit;
- 3) If owned by a business entity, the Owner sells or transfers more than 75% of its shares, stock, membership interests, or partnership interests within a 12 month period.

Grandfathered Units shall comply with all other provisions of this section including the Initial Lease Term. Grandfathered Units shall be subject to the remedies authorized in this section for failure to comply with the restrictions herein.

IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Amendment to the Declaration as of the 6 day of MARCH, 2013.

STONEY BROOK COTTAGES, INC.

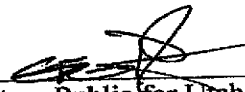
  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Secretary

STATE OF UTAH )  
 :SS  
 County of SALT LAKE )

On the 6 day of MARCH, 2013, personally appeared KAREL PRICE and ROBERT ALLEN who, being first duly sworn, did that say that they are the President and Secretary of the Association and they certified that more than 50% of a quorum of owners in person or by proxy at a meeting and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.



  
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 Notary Public for Utah

**Weber County Recorder Legal Description**

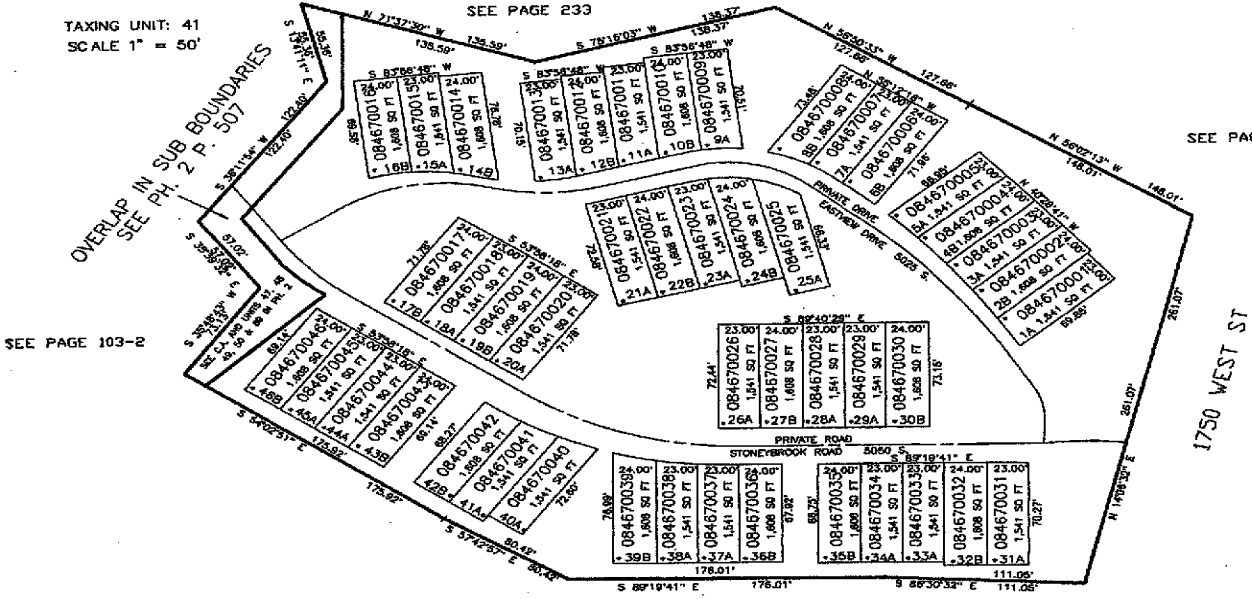
<b>Parcel Number: 08-467-0001</b>		
<b>OWNER:</b> ROBERT L BURGAN TRUST	<b>ADDRESS:</b> 1752 W 5025 S ROY UT 84067	<b>TAXING UNIT</b> 41
<b>DESCRIPTION OF PROPERTY</b>	2006 ORIG	<b>ACRES:</b> .0353
ALL OF LOT 1A, STONEY BROOK COTTAGES PHASE 1, PRUD, ROY CITY, WEBER COUNTY, UTAH.		
<b>COMMENTS:</b>		
*** <i>For Tax Purposes Only. As of: March 25, 2013, 2:12 pm</i>		

PART OF THE NW.1/4, OF SECTION 13, T.5N., R.2W., S.L.B. & M.  
**STONEY BROOK COTTAGES PHASE 1 P.R.U.D.**  
 IN WEBER COUNTY

TAXING UNIT: 41  
 SCALE 1" = 50'

SEE PAGE 233

SEE PAGE 103-2



UNIT #	SERIAL #	ADDRESS	OWNERSHIP
1A	084670001	1772 W 5025 S	ROBERT L BISHAM LIVING TRUST S-MAY-LEES
2B	084670002	1754 W 5025 S	WIL HELSON
3A	084670003	1758 W 5025 S	STEVEN MACHONOS & WY TAMARA
4B	084670004	1782 W 5025 S	STACE L HESOP
5A	084670005	1786 W 5025 S	DEBILIA ANN SCHOLE & TODD HANLEY
6B	084670006	1770 W 5025 S	WYNN J HARRISON FAMILY PROTECTION TRUST
7A	084670007	1774 W 5025 S	DAVID WANGRE
8B	084670008	1778 W 5025 S	JED SALMON
9A	084670009	1782 W 5025 S	WELLS TERRY ROBERTSON & WY LANCE A
10B	084670010	1786 W 5025 S	BEAUCO GREGGALL
11A	084670011	1788 W 5025 S	MAI LAY & WY BRAD L U
12B	084670012	1782 W 5025 S	DANIEL W CAMPBELL & WY AMBER H
13A	084670013	1788 W 5025 S	DAVID W GARDNER & WY HEATHER
14B	084670014	1802 W 5025 S	CONIE A VALADEZ
15A	084670015	1806 W 5025 S	SEVALYN OCLAMPRE
16B	084670016	1810 W 5025 S	JORDAN C SHURTLEFF & RONDEE W SHURTLEFF
17B	084670017	1802 W 5025 S	CHRISTOPHER MONROE & WY MONROE J-SHAR STA
18A	084670018	1788 W 5025 S	ROBERT J PIPPS & WY KAREN
19B	084670019	1784 W 5025 S	FRANK O HERRIS
20A	084670020	1780 W 5025 S	WYNELL O GURCH & WY TERRY R HELGES-GURCH
21A	084670021	1788 W 5025 S	BRUNN J CARPENTER & WY ERE
22B	084670022	1782 W 5025 S	PAUL SCHWANNENLOFF & BRUCE SCHWANNENLOFF
23A	084670023	1786 W 5025 S	DAVID L GRANDEBOY & WY JESSICA J
24B	084670024	1778 W 5025 S	BRETT O AVENET & WY DENISE C

UNIT #	SERIAL #	ADDRESS	OWNERSHIP
25A	084670025	1778 W 5025 S	MICHA WEAVER & WY KEITH PRICE
26A	084670026	1778 W 5025 S	THE SCOTT J & ANNALICE U DASE FAMILY TRUST
27B	084670027	1772 W 5025 S	WANDA J OETTERER
28A	084670028	1768 W 5025 S	DANIEL J GONZALEZ & ALYSON F
29A	084670029	1764 W 5025 S	ANDREW JOHNSON
30B	084670030	1760 W 5025 S	JUDE W CABLE
31A	084670031	1751 W 5025 S	JANIE NEEDHAM
32B	084670032	1756 W 5025 S	ADRIANNE SWANDEE
33A	084670033	1758 W 5025 S	ALEXANDER P LARSEN & WY MEGAN D PAGE
34A	084670034	1763 W 5025 S	CANTON JOHNSON & WY LARSEN
35B	084670035	1767 W 5025 S	JOSEPH BRUNNERT
36B	084670036	1771 W 5025 S	CARLOS S BURKE
37A	084670037	1773 W 5025 S	STEVEN J CAMPBELL & WY JOSEPH L
38A	084670038	1777 W 5025 S	CHAD EDWARDS & WY KIRSTI
39B	084670039	1781 W 5025 S	MONTYOND REVOCABLE TRUST
40A	084670040	1785 W 5025 S	NICHOLAS A ELLERS
41A	084670041	1789 W 5025 S	BROCK RICHARDS
42B	084670042	1781 W 5025 S	ROBERT J WELTON
43B	084670043	1783 W 5025 S	TYAN GRAYN MEYER
44A	084670044	1787 W 5025 S	HEATHER ANN ANDERSON
45A	084670045	1801 W 5025 S	JUDY L HERRON
48B	084670046	1805 W 5025 S	MELISSA M GIBBS
C.A.	084670048		STONEY BROOK COTTAGES ASSOC INC

\*FOR MORE COMPLETE LOT INFORMATION & EASEMENTS SEE DEED PLAT.

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 84, PAGE 43 OF RECORDS.

IF UTILITY & EASEMENT EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN

**Weber County Recorder Legal Description**

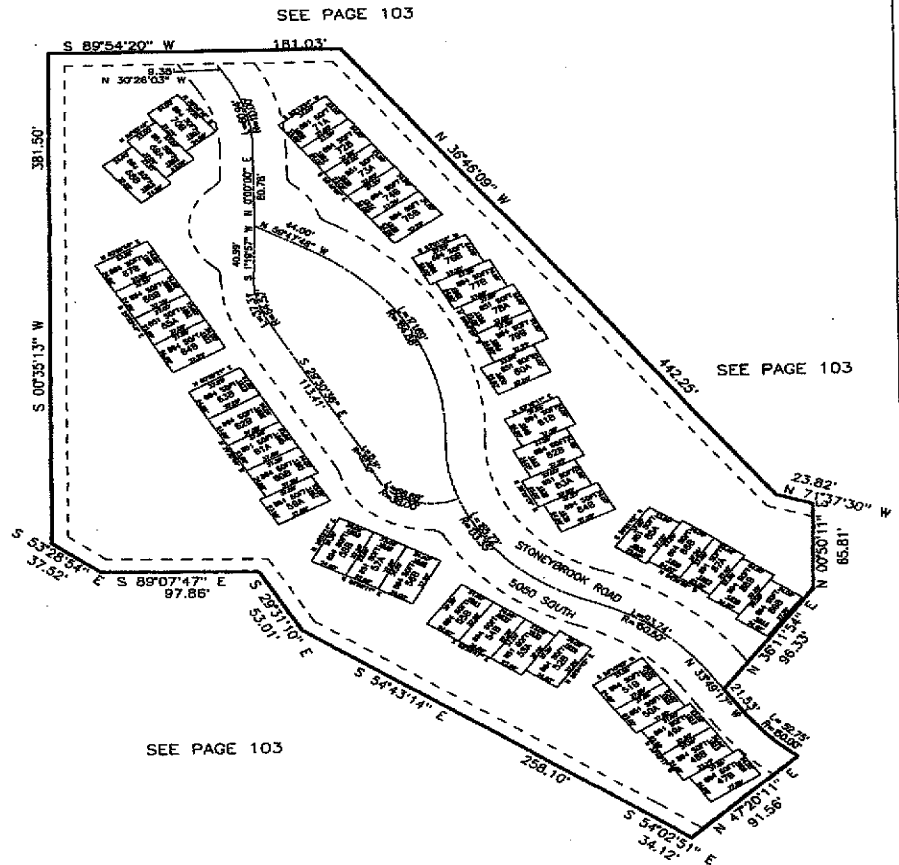
<b>Parcel Number: 08-507-0001</b>		
<b>OWNER:</b> ANDERSON, DESTINEE	<b>ADDRESS:</b> 1809 W 5075 S ROY UT 84067	<b>TAXING UNIT</b> 41
<b>DESCRIPTION OF PROPERTY</b>	2009 ORIG	ACRES: .0205
ALL OF LOT 47B, STONEY BROOK COTTAGES PHASE 2, PRUD, ROY CITY, WEBER COUNTY, UTAH.		
<b>COMMENTS:</b>		
***		
<i>For Tax Purposes Only. As of: March 25, 2013, 2:13 pm</i>		

PART OF THE NW.1/4, OF SECTION 13, T.5N., R.2W., S.L.B. & M.  
**STONE BROOK COTTAGES PHASE 2 PRUD**

IN ROY CITY  
 SCALE 1" = 60'

TAXING UNIT: 41

LOT	SERIAL	OWNERSHIP
47B	085070001	DESTINEE ANDERSON
48B	085070002	LARO DOMAN & ROBERT J DOMAN, JR
49A	085070003	WICKI DDBORN
50A	085070004	MARY E ANDERSON & husband CARL N
51E	085070005	ROBERT W GIFFORD
52E	085070006	EMMY J ALLEN
53A	085070007	THE GUYMON FAMILY TRUST
54E	085070008	THE GUYMON FAMILY TRUST
55E	085070009	JAMES P GOODEN & WF SHELLEY D
56E	085070010	ERIK C STANFORD & WF ASHLEY M
57A	085070011	GUYMON FAMILY TRUST
58E	085070012	GUYMON FAMILY TRUST
59A	085070013	CHRIS NELSON
60E	085070014	PAUL GUYMON & WF PAULA
61A	085070015	SHAWN MILLER AND STACEY MILLER
62E	085070016	GUYMON FAMILY TRUST
63E	085070017	JAMES P HILES & AMBER SUE PAVONS
64E	085070018	ALMA A MEDINA
65A	085070019	JAMES REED LARKIN
66E	085070020	MATTHEW M DAVIS
67E	085070021	AMPANDA ANDERSON
68E	085070022	DCB STONEY BROOK LLC
69A	085070023	DCB STONEY BROOK LLC
70E	085070024	JANICE W WILSON
71A	085070025	GINA M BOTT
72E	085070026	JOSHUA A BROWN & WF ASHLEY N
73A	085070027	RYAN FURBER & wf JENNIFER
74E	085070028	BRODLEY R WADE
75E	085070029	KIMBERLYANN BATES
76E	085070030	BARBARA E ANGEL
77E	085070031	CHARLES E BURCH & RYAN C BURCH
78A	085070032	SETTY TERRY
79E	085070033	PATRICIA CLAPHAM
80A	085070034	JUSTIN D NIEL
81E	085070035	ANNA G NELSEN
82E	085070036	AMY GRAND
83A	085070037	ASHLEY DAUT ETAL
84E	085070038	MARTINEZ FAMILY TRUST
85A	085070039	BRITANNY RUSSETT
86E	085070040	CHRISTOPHER J HILL & WF MORGAN K
87A	085070041	TYE B HARRISON & WF WYNN J
88E	085070042	SHAYNE A JOHNSON
89E	085070043	JESSICA LIEGEL
C.A.	085070044	STONE BROOK COTTAGES ASSOC. INC



10' UTILITY & DRAINAGE EASEMENTS EACH  
 SIDE OF PROPERTY LINES AS INDICATED  
 BY DASHED LINES EXCEPT AS OTHERWISE  
 SHOWN.

FOR COMPLETE ENG DATA SEE  
 ORIGINAL DEDICATION PLAN IN  
 BOOK 70, PAGE 5 & 9 OF RECORDS.