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Amended Restrictive Covenants;e 1 of 2
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## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONECREEK MEADOWS A PLANNED UNIT DEVELOPMENT

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions as recorded on May 14, 2004, as Entry No. 879606, in Book 1638, at pages 734-767, as amended by the First Amendment recorded on July 26, 2004, as Entry No. 891716, in Book 1657, at pages 138-39, as amended by the Second Amendment recorded August 3, 2005, as Entry No. 0961872, in Book 1773, at pages 1953-57, in the records of the Washington County Recorder's Office (together hereinafter the "Declaration") is made effective the 12 day of october 2006, by StoneCreek Meadows Homeowners Association

StoneCreek Meadows Homeowners Association, in accordance with Article XV of the Declaration of Covenants, Conditions and Restrictions, and pursuant to a simple majority of the Voting Power present at a meeting called for the purpose of amending the Declaration of Covenants, Conditions and Restrictions, and in accordance with proper notice, does hereby amend the Declaration of Covenants, Conditions and Restrictions as follows:

Article XII, Section 16, shall be amended to hereafter read as follows:

Section 16. Recreational Vehicles. No recreational vehicle may be parked within the Common Area or upon the driveways of the Homes for longer than a two (2) day period. Except that currently registered, operable boats may be parked in individual driveways for any length of time during the months of May through September of each year. In no event shall any recreational vehicle be used for camping or for overnight accommodations by the Lot Owner or by the Lot Owner's guests in and on the Common Area of the development or on the driveways of the Homes. Other than as provided above, recreational vehicles must be parked behind the front foundation line of a Home. The Board of Directors is specifically empowered to enforce this provision by having vehicles in violation towed and stored at the Owner's expense.

Article XII, shall be amended to include a Section 17 which shall hereafter read as follows:

Section 17. Commercial Vehicles. No commercial vehicle may be parked within the Common Area or upon the driveways of the Homes or at any location within Stone Creek Meadows for any length of time. The Board of Directors is specifically empowered to enforce this provision by having vehicles in violation towed and stored at the Owner's expense.

Article VII, Section 2, paragraph (f) shall be amended to hereafter read as follows:

(f) Yard Walls, Fences and Gates. Yard walls and/or fences shall be of brick, block or stone, and shall conform to this Declaration and any standards defined by the Architectural Control Committee. Block walls shall be Geneva Brown in color. No chain link, wire, wood or

W-SKMW 171 TO 10
" " 36 TO 46
" 52 TO 69
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" " 47 TO 50

W SKMW - 2 - AA M - SKMW - 3 - 25 TO 35 " " 99 TO 100 winyl fences or gates will be permitted. Gates shall be of wrought iron or metal which is visually compatible in color and design with walls and fences on the Lot and surrounding Lots. Owners shall be entitled to place wood privacy backing on gates which are otherwise in conformity with the Declaration. Walls or fences are intended to enhance the privacy of the residents of a Lot, and should not unreasonably interfere with the view from any neighboring Lot. No fence or wall shall be erected, placed or altered on any Lot or extend closer to the street than any portion of the home on such Lot. No fence, wall or gate shall exceed six (6) feet in height. A yard wall, fence, and/or gate shall need no individual approval by the Architectural Control Committee prior to construction if the yard wall, fence, and/or gate complies with the provisions of this Declaration and any applicable standards defined by the Committee. General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions, where not specifically addressed by this Declaration.

In witness whereof the undersigned hereby execute this Agreement on the date set forth below

STONE CREEK HOMEOWNERS ASSOCIATION:

By:
Its: President

STATE OF UTAH

SS.

COUNTY OF WASHINGTON

On the 13 day of October, 2006, personally appeared before me Over Tall by President of Stone Creek Homeowners Association, the signer of the within instrument, who duly acknowledged to me that he executed the same

NOTARY PUBLIC SHELLEY BOWLER 245 W CENTER VEY UT 84782 MY CUMM EXP: 1/31/2009 STATE OF UTAH

Notary Public in and for said County and State