



"W2570949"

When recorded, return to:
Chad R. Salmon
1786 West 1180 South
Woods Cross, Utah 84087

E# 2570949 PG 1 OF 15
ERNEST D ROWLEY, WEBER COUNTY RECORDER
10-APR-12 220 PM FEE \$38.00 DEP TDT
REC FOR: STONEY BROOK COTTAGES HOA

**Second Amended and Restated
Declaration of Protective Easements,
Covenants, Conditions and Restrictions**

08-467 0001 thru
0048

of

08-507-0001 thru
0044

Stoney Brook Cottages Phase 1

and

Stoney Brook Cottages Phase 2

Planned Residential Unit Development

This Second Amended and Restated Declaration of Protective Easements, Covenants Conditions and Restrictions of Stoney Brook Cottages Phase 1 and Stoney Brook Cottages Phase 2 Planned Residential Unit Development amends and restates the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Stoney Brook Cottages Phase 1 Planned Residential Unit Development which was recorded with the Weber County Recorder's Office on August 9, 2006 as Entry No. 2199694.

WITNESSETH:

Whereas, Declarant is the owner of that certain parcel of real property situated in Weber County, state of Utah, and more particularly described in Article II herein.

Now, therefore, Declarant hereby declares that all of the Properties described herein shall be held, sold and conveyed subject to the following protective easements, covenants, conditions and restrictions, which are for the

purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated:

Section 1.1. “Association” shall mean and refer to Stoney Brook Cottages, Inc., a Utah Non-Profit Corporation, its successors and assigns.

Section 1.2. “Declarant” shall mean and refer to Stoney Brook Cottages Company CS, LLC.

Section 1.3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit which is part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.4. “Declaration” shall mean and refer to this First Amended and Restated Declaration of Protective Easements, Covenants, Conditions and Restrictions of Stoney Brook Cottages Phase 1 and Stoney Brook Cottages Phase 2 Planned Residential Unit Development Subdivision, and all amendments hereto.

Section 1.5. “Unit” shall mean and refer to each of the forty-six (46) individual townhouse units within the Stoney Brook Cottages Phase 1 and each of the forty-three (43) individual townhouse units within Stoney Brook Cottages Phase 2, Planned Residential Unit Development Subdivision, as depicted in the Plat.

Section 1.6. “Properties” shall mean and refer to that certain real property located in Roy City, Weber County, Utah and more particularly described in Article II below, which comprises the land upon which the Stoney Brook Cottages Phase 1 and the Stoney Brook Cottages Phase 2 Planned Residential Unit Development Subdivision are located, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.7. “Management Committee” and “Committee” shall mean and refer to the Board of Directors of the Association, or a management committee specifically designated as such by the Board of Directors of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations of the Association.

Section 1.8. “Common Area” shall mean and refer to those areas located within the Properties, and the improvements appurtenant thereto, which are

designated and reserved for the common use and enjoyment of all Owners of Units and their families or guests. The Common Area is more particularly described as the Properties, minus the Units and the Limited Common Areas.

Section 1.9. "Manager" shall mean and refer to the person or entity designated by the Board of Directors or the Management Committee to manage the Project.

Section 1.10. "Plat" shall mean and refer to the official subdivision plat of Stoney Brook Cottages Phase 1 Planned Residential Unit Development Subdivision, and the Stoney Brook Cottages Phase 2 Planned Residential Unit Development Subdivision filed for record in the Official Records of the Weber County Recorder.

Section 1.11. "Limited Common Area" shall mean or refer to those areas located within the Properties, and the improvements appurtenant thereto, which are designated and reserved for the use and enjoyment of each respective Unit Owner to the exclusion of the other Unit Owners. In general, the Limited Common Area is comprised of the front yard of a Unit, which is an area the approximate width of the Unit and approximately 20 feet long, and the back yard of a Unit, which is an area the approximate width of the Unit and approximately 9.75 to 10 feet long. The Limited Common Area and the Units they are associated with are depicted jointly on the Plat as the "Private Lots."

Section 1.12. "Mortgage" shall mean and refer to a deed of trust as well as a mortgage.

Section 1.13. "Mortgagee" shall mean and refer to the beneficiary under a deed of trust as well as the mortgagee under a mortgage.

Section 1.14. "Person" shall mean and refer to any legal entity or natural person.

Section 1.15. "Project" shall mean and refer to the Stoney Brook Cottages Phase 1 Planned Residential Unit Development Subdivision, which presently consists of forty-six (46) individual Units, and the Stoney Brook Cottages Phase 2 Planned Residential Unit Development Subdivision which will consist of forty-three (43) individual Units.

ARTICLE II – GRANT AND SUBMISSION

Declarant hereby submits the Properties situated in the city of Roy, Weber County, Utah, and more particularly described herein to the provisions of this Declaration, and to the protective easements, covenants, conditions, and restrictions hereunder:

Phase 1:

BEGINNING AT THE SOUTHEAST CORNER OF COZYDALE RETREAT PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND A POINT ON THE WEST LINE OF 1750 WEST STREET, SAID POINT LIES NORTH 89 DEGREES 54' 20" EAST 1179.68 FEET ALONG THE SECTION LINE AND SOUTH 1076.56 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (MONUMENT LOCATION PRIOR TO 1981) AND RUNNING THENCE ALONG SAID COZYDALE RETREAT PHASE 1 THE FOLLOWING (2) COURSES: NORTH 56 DEGREES 02' 13" WEST 148.01 FEET AND NORTH 56 DEGREES 50' 33" WEST 127.66 FEET; THENCE ALONG SAID COZYDALE RETREAT PHASE 1 AND COZYDALE RETREAT PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, SOUTH 75 DEGREES 16' 03" WEST 138.37 FEET; THENCE ALONG SAID COZYDALE RETREAT PHASE 2 NORTH 71 DEGREES 37' 30" WEST 135.59 FEET THENCE SOUTH 13 DEGREES 41' 11" EAST 55.36 FEET; THENCE SOUTH 36 DEGREES 11' 54" WEST 122.40 FEET; THENCE SOUTH 35 DEGREES 39' 32" EAST 57.02 FEET; THENCE SOUTH 35 DEGREES 48' 43" WEST 73.13 FEET TO THE NORTH LINE OF BERWICK VILLAGE P.U.D. ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE ALONG THE NORTHERLY LINE OF SAID BERWICK VILLAGE P.U.D. THE FOLLOWING (4) COURSES: SOUTH 54 DEGREES 02' 51" EAST 175.92 FEET AND SOUTH 57 DEGREES 42' 57" EAST 80.42 FEET AND SOUTH 89 DEGREES 19' 41" EAST 176.01 FEET AND SOUTH 86 DEGREES 30' 32" EAST 111.05 FEET TO A POINT ON THE WEST LINE OF 1750 WEST STREET; THENCE NORTH 14 DEGREES 06' 32" EAST 261.07 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. (Contains 3.87 Acres.)

and

Phase 2:

PART OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY; BEGINNING AT THE NORTHWEST CORNER OF STONEY BROOK COTTAGES PHASE 1, PRUD RUNNING THENCE NORTH 36 DEGREES 46' 09" WEST 442.27 FEET TO A POINT ON THE SOUTH LINE OF SHEFFIELD COMMONS CONDOMINIUMS ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE SOUTH 89 DEGREES 54' 20" WEST 181.03 FEET ALONG SAID SOUTH LINE TO A POINT THAT IS 247.50 FEET FROM THE

WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 13 THENCE SOUTH 00 DEGREES 35' 13" WEST 381.50 FEET ALONG A LINE THAT IS 247.50 FEET FROM SAID WEST LINE, THENCE SOUTH 53 DEGREES 28' 54" EAST 37.52 FEET TO THE NORTH LINE OF ROYAL GARDEN APARTMENTS, ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE SOUTH 89 DEGREES 07' 47" EAST 97.86 FEET ALONG SAID NORTH LINE, THENCE SOUTH 29 DEGREES 31' 10" EAST 53.01 FEET TO THE NORTHWEST CORNER OF BERWICK VILLAGE PUD ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG THE NORTHERLY LINE OF SAID BERWICK VILLAGE PUD SOUTH 54 DEGREES 43' 14" EAST 258.10 FEET AND SOUTH 54 DEGREES 02' 51" EAST 19.91 FEET, THENCE NORTH 35 DEGREES 48' 43" EAST 73.13 FEET, THENCE NORTH 35 DEGREES 39' 32" WEST 57.02 FEET, THENCE NORTH 36 DEGREES 11' 54" EAST 122.40 FEET, THENCE NORTH 13 DEGREES 41' 11" WEST 55.36 FEET TO BEGINNING. 08-103-0022 (Contains 3.01 Acres.)

ARTICLE III – PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment. Every Owner of a Unit in the Properties shall have a right and easement of enjoyment in and to the Common Area now existing and in all future phases which easement is appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(A) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(B) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association.

Section 3.2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside in the Owner's Unit.

ARTICLE IV – COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission of Properties is made upon and subject to the following covenants, conditions and restrictions:

Section 4.1. Name. The Project, as submitted to the provisions of this Declaration, shall be known as "Stoney Brook Cottages" or "Stonybrook

Cottages," which currently consists of forty-six (46) individual residential Units in Phase 1 and which will include forty-three (43) additional individual residential Units in Phase 2.

Section 4.2. Description of Units. The Project consists of individual Units, each of which will include the improvements depicted on the Plat and/or authorized by the City of Roy, Utah. All authorized improvements shall be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The Units, their locations on the Properties, and their approximate dimensions, are depicted on the Plat.

Section 4.3. Common Area and Facilities. The facilities appurtenant to the Common Area and Limited Common Area include the roads, gutters, lawn areas, landscaping and public parking stalls, if any, and any other facilities appurtenant to the Common Area and Limited Common Area as depicted on the Plat.

Section 4.4. Units and Interest in Common Area are Inseparable. A Unit shall not be separated from its percentage of undivided interest in the Common Area and Limited Common Area, its non-exclusive use of the Common Area, and its exclusive use of the Limited Common Area, even though not specifically mentioned in the instrument of transfer or conveyance. Such interest, non-exclusive use, and exclusive use, shall automatically transfer when the title to the Unit transfers.

Section 4.5. Square Footage of Units, Ownership Interest in Common Area, and Responsibility for Common Expenses. The square footage of the Units in the Project varies from approximately 1,300 square feet to approximately 1,697 square feet. Because this variance is not particularly large, each Unit in the Project shall be deemed to have a 1/89 undivided interest in the Common Area and Limited Common Area and shall bear an equal responsibility for the common expenses of the Project. Each Unit, therefore, shall be assessed the same amount as other Units in the Project. The Association shall be the record owner of the Common Area and Limited Common Area and Declarant shall transfer such record ownership to the Association before any Units are conveyed to third parties.

Section 4.6. Easements and Encroachments. If any portion of the Common Area and Limited Common Areas, or any fences or walls adjacent to a Unit boundary in the Project, are partially or totally destroyed and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the Units and the Limited Common Area designated to the Units, and easements for such encroachments shall exist for such periods of time as may be necessary, desirable or convenient. In addition, encroachments upon the Units and the Limited Common Area designated to the Units, shall be permitted to the Association or its designates as

may be necessary, convenient or desirable for the inspection, installation, placement, removal, replacement, repair and maintenance of anything for which the Association is responsible. If any Unit encroaches upon any other Unit, any other Unit's Limited Common Area, or the Common Area as a result of settling or shifting, a valid easement for the encroachment shall exist so long as the encroachment lasts.

Section 4.7. Common Walls. Partition walls, i.e. walls common to two Units, shall be deemed to be part of the Unit the wall separates and each Unit shall be deemed to include as part thereof the entire area within and extending to the center of such partition wall.

Section 4.8. Maintenance of Common Area and Limited Common Area. The Association shall be responsible for maintaining the Common Area and Limited Common Area, including but not limited to the lawns, roads, driveways, landscaping, fences, roofs, exterior walls, foundations, rain gutters, sprinkler systems, clubhouses (if any), etc. The cost of such maintenance shall be shared equally by each Unit Owner as a part of the Common Area expense. However, any damage caused to the Common Area and Limited Common Area by the negligent or intentional misconduct of the Unit Owner or the family members, guests, or invitees of the Unit Owner shall be the responsibility of such Unit Owner.

ARTICLE V – MEMBERSHIP AND VOTING RIGHTS

Section 5.1. Members. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 5.2. Voting Rights. The Association shall initially have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Class A members shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such a Unit shall be exercised as the multiple Owners determine; but in no event shall more than one vote be cast with respect to any one Unit.

Class B. Class B members shall be the Declarant. Class B members shall be entitled to three (3) votes for each Unit owned. Class B membership shall automatically convert to Class A membership and shall cease to exist as Class B membership when either one of the following two events first occurs: (a) when the total votes existing in the Class A membership equals the total votes existing in the Class B membership; or (b) on January 1, 2013.

ARTICLE VI – GOVERNING BODIES

Section 6.1. Owners Association. The administration of the Project shall be governed by this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the rules and regulations promulgated by the Association. An Owner of a Unit shall automatically become a member of the Association upon the receipt of title to a Unit and shall remain a member for the period of his ownership.

Section 6.2. Association Management. The Association shall conduct the general management, operation and maintenance of the Project, the Common Area and the Limited Common Area, and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted thereunder.

ARTICLE VII – LIMITATION OF USE OF UNITS AND COMMON AREA

Section 7.1. Purposes. Every Unit within the Project shall be used for single family residential living purposes. No Units within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph shall be deemed to prevent (a) Declarant or its duly authorized agents from using any Unit owned by Declarant as a sales office, sales model, or property management office.

Section 7.2. No Obligations. Except for portions of the Project expressly designated on the Plat, there shall be no obstructions of the Common Area, and nothing shall be stored in the Common Area without the prior consent of the Board of Directors or Management Committee.

Section 7.3. Alterations to Units. No Unit shall be altered without the prior written approval of the Board of Directors, Management Committee, Architectural Committee or other duly authorized agent of the Board of Directors. In the event such alternations set forth in the preceding sentence require Roy City approval, the Owner of the applicable Unit shall, in addition to obtaining the prior written approval of the Board of Directors or its agent, obtain proper approval from Roy City. All duly approved alterations shall be completed in a workmanlike manner, within a reasonable period of time, at a minimal inconvenience to the Owner's neighbors, and all such alterations shall be architecturally compatible with the rest of the Project.

Section 7.4. No Offensive Activity. Owners shall not permit illegal, noxious, annoying or offensive activity, or activity which becomes a nuisance to other Owners, to be carried on in his Unit, in the Common Area or in the Limited Common Area. Owners shall keep their Units and Limited Common Areas in a

clean and orderly condition at all times.

Section 7.5. Construction In Common Area and Units. Nothing shall be altered or removed from the Common Area or the Limited Common Area except upon the prior written consent of the Board of Directors, or its duly authorized agent. In the event any alteration or removal from the Common Area or the Limited Common Area requires the consent of Roy City, the Owner shall obtain such consent before starting such alteration or removal.

Section 7.6. Rules. The Board of Directors or its duly authorized agent is authorized to adopt rules for the use of the Common Area, the Limited Common Areas, and the Units. All such rules shall be in writing and shall be furnished to the Owners.

Section 7.7. Dumping of Garbage. Except in areas designated by the Board of Directors or its duly authorized agent, no portion of any Unit, the Common Area or the Limited Common Area shall be used as a dumping ground for trash, garbage or other waste, nor shall any such refuse be incinerated within the Properties. All trash, garbage or other waste temporarily kept within the Units shall be stored in sanitary containers only, and shall be regularly delivered to authorized places where removal of such trash, garbage and other waste shall frequently occur. Each Unit shall be kept free of long-term trash, garbage or other waste by the Owner of each Unit.

Section 7.8. Parking of Vehicles. No vehicles shall be parked overnight on any of the streets in the Project or on the Common Area (except in designated parking stalls) or Limited Common Area (except in the Owner's driveway). In addition, no boats, campers, trailers, large trucks, 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 or its duly authorized agent. In the event there are areas designated as "No Parking," the Board of Directors shall strictly enforce the designation.

ARTICLE VIII – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit located within the Project, and each succeeding Owner of any Unit by accepting title to such Unit, hereby covenants and agrees to pay the annual and special assessments for maintenance of, and capital improvements to, the Common Area and the Limited Common Area. The annual and special assessments, together with late charges, costs and reasonable attorney's fees incurred in collecting delinquent payments, shall be a charge against and lien upon the delinquent Owner's Unit. Each such assessment, together with late charges, costs and reasonable attorney's fees incurred in

collecting delinquent payments, shall also be the personal obligation of the Owner who was the Owner of such Unit at the time when the assessment or other sums became due. The personal obligation for delinquent assessments shall not pass to the delinquent Owner's successor in ownership but may remain an encumbrance against the Unit if a lien for such assessments and other sums was duly recorded with the Weber County Recorder's Office before the successor owner obtained title to the Unit and such lien was not extinguished by the foreclosure sale of a prior lien against the Unit.

Section 8.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Units and for the maintenance and improvement of the Common Area, the Limited Common Area, and those improvements for which the Association is responsible.

Section 8.3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a capital improvement upon the Common Area, the Limited Common Areas, and those improvements for which the Association is responsible. Special assessments shall have the approval of more than fifty percent (50%) of the votes of each class of members who are present in person or by proxy at a meeting duly called for this purpose wherein a quorum is present.

Section 8.4. Notice and Quorum Required for Any Action. Written notice of any meeting called for the purpose of taking any action authorized herein, with the purpose or purposes of such meeting clearly described therein, shall be sent to all members not less than twenty (20) days before such a meeting is held. At the first such meeting, a quorum will be deemed to be constituted if fifty percent (50%) or more of the votes of each class of membership is present either in person or through a written proxy on behalf of a member in form approved by the Board of Trustees or its duly authorized agent. If the required quorum is not present for the first such meeting, a second meeting may be called for the exact same purpose as the first meeting, subject to the same notice requirement, and the required quorum at the second meeting shall be forty percent (40%) or more of the votes of each class of membership present in person or through a written proxy on behalf of a member in form authorized by the Board of Directors or its duly authorized agent. If the required quorum is not present for the second such meeting, a third meeting may be called for the exact same purpose as the first and second meetings, subject to the same notice requirement, and the required quorum at the third meeting shall be thirty percent (30%) or more of the votes of each class of membership present in person or through a written proxy in form authorized by

the Board of Directors or its authorized agent. If the required quorum is not present for the third meeting, no subsequent meeting shall be called for the exact same purpose as the first, second and third meetings for a period of 120 days following the date of the third meeting. If a fourth meeting or subsequent meetings are called for the exact same purpose after the passage of the 120-day period, the required quorum at the fourth or subsequent meetings shall be thirty percent (30%) or more of the votes of each class of membership present in person or through a written proxy in form authorized by the Board of Directors or its authorized agent. If the purpose of any subsequent meeting is not exactly the same as the purpose of the previous meeting, then such a meeting shall be deemed to be a first meeting for purposes of the quorum requirements.

Section 8.5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the same rate for all Units and may be collected on a monthly or other periodic basis as determined by the Board of Directors or its authorized agent.

Section 8.6. Date of Commencement of Annual Assessments, Due Dates. The annual assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area and the Limited Common Area to the Association. No assessments shall be levied against a Unit until a certificate of occupancy has been issued for the Unit. The first annual assessment for a Unit shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment for each Unit and how such assessment is to be paid at least thirty (30) days in advance of the date the first payment is due. Written notice of the annual assessment and the manner of payment shall be sent to the Owner of each Unit. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by the Board of Directors or its authorized agent setting forth whether payment of the assessment on a specified Unit is delinquent. A properly executed certificate as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8.7. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within ten (10) days after the due date shall incur a late charge of ten percent (10%) of the delinquent payment, which late charge shall be due and payable on the day it is incurred. In addition to assessing a late charge, the Board of Directors or its authorized agent may send a letter to a delinquent Owner demanding that payment be made, file a lien against a delinquent Owner's Unit, bring an action at law against the delinquent Owner personally to collect the delinquent payment, foreclose lien previously filed against a Unit in accordance with Utah law, or take any other action permitted by law to collect delinquent payments. No Owner may waive or otherwise avoid liability for assessments or

other sums due by the non-use of the Common Area or Limited Common Area or by the abandonment of the Unit. All costs and fees incurred in the Association's attempt to collect the indebtedness from the delinquent Owner in any manner permitted by Utah law, including but not limited to reasonable attorney's fees and costs, shall be borne by the delinquent Owner and shall be payable upon demand.

Section 8.8. Protection of Mortgagees by Subordination of Association Lien to Mortgages. Notwithstanding anything contained herein to the contrary, the lien of the Association arising from the failure of a Unit Owner to timely pay assessments or late charges shall be deemed to be subordinate to the lien of any mortgage against the Unit which was duly recorded with the Weber County Recorder's Office prior to the recording of the Association's lien. Consequently, the foreclosure sale of any Unit by the beneficiary of the first mortgage shall extinguish the lien of the Association and any purchaser of the Unit at such a foreclosure sale shall have no responsibility for assessments and late charges which became due prior to such foreclosure sale. The foreclosure sale of the first mortgage shall not relieve the new Owner of the Unit following the foreclosure sale from liability for non-payment of any assessment or late charge which became due and payable after the date of the foreclosure sale nor from the attachment of a lien against the Unit for such delinquencies. Furthermore, the extinguishing of the Association's lien against the Unit following the foreclosure sale by the first mortgage holder shall not impair the Association's right to proceed as an unsecured creditor against the person who owes the indebtedness in any manner permitted by Utah law.

ARTICLE IX – INSURANCE

Section 9.1. Liability Insurance. The Board of Directors or its authorized agent shall obtain and maintain at all times, a liability insurance policy or policies insuring the Board of Directors, those authorized agents who act on behalf of the Board of Directors, the Association, and the Unit Owners against any liability to the public arising from the ownership and/or use of the Common Area and Limited Common Area or the performance by such people of their duties on behalf of the Board of Directors or the Association. Such policy or policies shall be issued by such insurance companies and with such limits of liability as determined by the Board of Directors or its authorized agents. Each such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced with respect to his, her or their action against another named insureds.

Section 9.2. Fire and Extended Coverage Insurance. The Association

shall maintain in full force and effect a policy or policies of fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Area, Limited Common Area, Units, and those improvements for which the Association is responsible. Such policy or policies shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Such policy or policies shall not be cancelled except after at least thirty (30) days' prior written notice to the Board of Directors or its authorized agent.

Section 9.3. Other Insurance. In addition to the insurance set forth above, the Board of Directors or its authorized agent may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to the Common Area, Limited Common Areas, Units and those improvements for which the Association is responsible.

Section 9.4. Individual Owner's Insurance. Each Owner shall maintain in full force and effect a policy or policies of liability insurance and fire insurance with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the personal property located within the Unit. Such policy or policies shall not be cancelled except upon at least thirty (30) days' prior written notice to the Board of Directors or its authorized agent.

ARTICLE X – ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board of Directors or its designated committee fails to approve or disapprove any plans and specifications so submitted within thirty (30) days after submission, approval shall not be required and this Article will be deemed to have been fully complied with. In the event any improvement to the Properties requires the approval of Roy City, the Owner shall not commence the construction of any such improvement until Roy City and the Board of Directors or its authorized agent have granted written approval. Once duly approved, all such improvements shall be constructed in a good and workmanlike manner in accordance with such approvals.

ARTICLE XI – GENERAL PROVISIONS

Section 11.1. Enforcement. The Board of Directors or its authorized agent, or any Owner, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration in any manner permitted by law. The failure to enforce any right herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 11.3. Amendment. The vote of more than fifty percent (50%) of those votes in attendance either in person or by proxy in form authorized by the Board of Directors or its authorized agent at a meeting duly called for that purpose where a quorum is present shall be required to amend this Declaration, the By-Laws or the instruments associated with the Association or the Properties. Any amendment to the Declaration, By-Laws, or other instruments associated with the Association or the Properties shall be publicly acknowledged through the recordation of an instrument executed by the Board of Directors or in such other manner as may be required by law. In any such instrument, the Board of Directors shall certify that the vote required by this paragraph for amendment has occurred.

Section 11.4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Planned Residential Unit Development with two phases. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Section 11.5. Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.6. Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of the state of Utah. Jurisdiction and venue of any dispute arising hereunder shall be in Weber County, Utah or in the U.S. District Court for the District of Utah.

Section 11.7. Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorney's fees incurred by any other party to enforce the provisions hereof, whether such costs and attorney's fees were incurred through the filing of a formal lawsuit or otherwise.

Section 11.8. Effective Date. This Declaration shall take effect upon recording.

Section 11.9. Paragraphs, Numbers and Headings. Headings and

paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, constructions or effect hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand on this 10th day of April 2012.

Stoney Brook Cottages Company CS, LLC

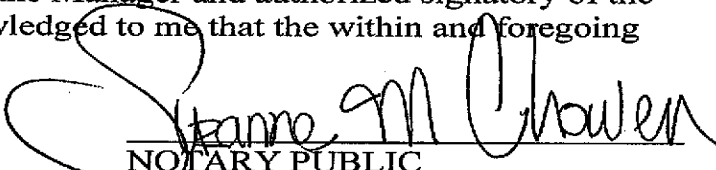
By: 

Chad R. Salmon

Its: Manager

STATE OF UTAH :
: ss.
COUNTY OF Davis :

On the 10th day of April, 2012, personally appeared before me Chad R. Salmon, the Manager of Stoney Brook Cottages Company CS, LLC who by me being duly sworn, did say that he is the Manager and authorized signatory of the Declarant named above, and acknowledged to me that the within and foregoing instrument was signed by him.


NOTARY PUBLIC

