

Office of the Davis County Recorder



Recording to follow

Recorder
Richard T. Maughan
Chief Deputy
Laila H. Lomax

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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JAN 26 2022

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A

Declaration

(Document Type)

04-196-0301 to 04-196-0309
Tax Serial Number(s)

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF STONECREEK ESTATES PHASE 3

THIS DECLARATION is made this 25th day of JANUARY, 2022, by Rainey Development, Inc., a Utah corporation, hereinafter referred to as "*Declarant*."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property hereinafter referred to as the "*Covered Property*" in Bountiful City, Davis County, State of Utah, more particularly described as follows:

04-196-0301+00309

All of Lots 301-309 in the Stone Creek Estates Subdivision Phase 3 according to the official plat thereof on file with the Davis County Recorder's Office, State of Utah.

WHEREAS, Declarant intends that all of the lots within the Covered Property, and each of them together with the common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE Declarant hereby declares, for the purpose of protecting the value and desirability of the Covered Property, that all lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Covered Property, and be binding on all parties having the right, title, or interest in the Covered Property or any part thereof, their heirs, successors, and assigns, and shall insure to benefit of each owner thereof.

ARTICLE I
DEFINITION

Unless the context clearly requires otherwise, the following terms used in this Declaration shall have the following meanings:

1. "Association" shall mean the Stonecreek Estates Owners Association, which each Owner of any Lot shall automatically become a member of upon acquiring title to the Lot, as provided in Article V of this Declaration.
2. "City" shall mean the city of Bountiful, Utah and its appropriate departments, officials, and boards.
3. "Committee" shall mean the architectural review and management committee created under Article III of this Declaration, which Committee shall be responsible for enforcing the architectural standards and restrictions set forth in this Declaration and managing the affairs of the Association (or hiring a management company to do the same), as set forth in this Declaration.
4. "Covered Property" shall have the meaning set forth above.
5. "Declarant" shall mean and refer to Rainey Development, Inc., and its successors and assigns.

6. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, together with any subsequent amendments or additions.

7. "Dwelling" shall mean the single family residence built or to be built on any Lot, including the attached garage.

8. "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of a building.

9. "Lot" shall mean any numbered building Lot shown on any official plat of all or a portion of the Covered Property.

10. "Owner" shall mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and/or beneficiary under deed of trust or mortgagee under a mortgage.

11. "Plat" shall mean an official ownership plat of any portion of the Covered Property, as approved by the City and recorded in the office of the Davis County Recorder, as such plat may be amended from time to time.

12. "Subdivision Improvements" shall mean all improvements and facilities to be included outside of the boundaries of Lots, as identified on the Plat, including those items that are necessary to provide access and utility service to the Lots and items required by the City as a condition of its approval of the subdivision of the Covered Property.

ARTICLE II RESTRICTIONS ON ALL LOTS

1. Zoning Regulations. The zoning ordinances of the City and any applicable building, fire, and health codes are in full force and effect in the Covered Property, as the same may be amended, repealed or modified by the City from time to time, and no Lot may be occupied or used in a manner that violates any such applicable ordinances or codes.

2. Business or Commercial Uses. No portion of the Covered Property may be used for any commercial, mining, or business use. Nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during construction of the Subdivision Improvements or until the Lots are sold, whichever occurs later, or (b) the conduct of a home-based occupation entirely within a Dwelling.

3. Time to Complete Dwelling. A Dwelling must be completed in accordance with the requirements of this Declaration within four (4) years after the first purchase of the associated Lot by anyone from the Declarant. In the event of a subsequent sale of such Lot without a Dwelling thereon, the time period does not reset and shall continue to run until expired. The foregoing requirement shall not apply to the Declarant or its successor or any Lots owned by Declarant or its successor.

4. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

5. Dwelling to be Constructed First. No garage, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on a Lot.

6. Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control.

7. Underground Utilities. All gas, electrical, telephone, television, cable, DSL, and any other utility lines in the Covered Property are to be underground, including lines within any Lot which service Improvements within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

8. Secondary Water. Water shares and the costs to install a secondary water system have been given and directly paid to Bountiful IRRIGATION COMPANY.

9. Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots, except as provided herein.

10. Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as garbage bins; lawn or garden furniture, except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in any visually unappealing manner.

11. Trash and Rubbish. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the residential quality of the Covered Property. Trash, rubbish, garbage or other waste shall not be kept except in covered containers. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure.

12. Vehicles Restricted to Roadways. No motor vehicle shall be operated on the Covered Property except on improved roads and driveways. No snowmobiles or motorcycles shall be operated on any Lot except for ingress or egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front or visible side yards other than on designated driveways.

13. Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited unless such vehicles are kept from the view of the general public.

14. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the Lot shall be

over 6 feet in height or include any sight obscuring fences unless approved in writing by the Committee. No chain link or vinyl fencing shall be permitted on any Lot. Ornamental Iron or decorative fence materials and design may be constructed on a Lot with prior approval of the Architectural Review and Management Committee.

ARTICLE III ARCHITECTURAL REVIEW AND MANAGEMENT COMMITTEE

It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of materials, colors, and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

1. Committee Composition. The Committee will consist of at least three members, who must be Owners or appointees of Declarant. So long as Declarant or its successor owns at least twenty-five percent (25%) of the Lots, the Declarant or its successor has sole authority to appoint and remove Committee members, including to fill vacancies. On the date two years after eighty percent (80%) of the Lots have been sold by Declarant, or at such earlier date as is selected by Declarant in its sole discretion, the Owners (the Owners of each Lot having one vote) shall elect the members of the Committee from among the Owners. The Committee shall act by a majority vote of those present in any meeting duly called for conducting official business.

2. Approval by Committee Required. No Improvements, including without limitation the construction of any Dwelling, garage, guest house, outbuilding, parking enclosure, driveway, tennis court, swimming pool, fence, wall, or any other permanent or temporary structure may be constructed, erected, or installed in the Property without the prior consent of the Committee. No excavation, grading, filling, draining, landscaping, shall be made without the advance written consent of the Committee. Approval of the Committee shall be sought in the following manner:

a. Review. Within ten (10) days from receipt of a complete submission of proposed plans and related information, the Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If the plans do not comply, they shall be rejected. If the plans are in compliance, the Committee shall approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered final approval, and no final approval will be granted with less than a complete submission. No reasonable Improvement request shall be denied by the Committee. Upon approval, the committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. No construction will be permitted unless it strictly complies with the approved plans.

3. General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community. With this in mind, a lot owner may request a variance to some specific standards of this Declaration to the Committee. Such a variance may be granted if the Committee in its own discretion deems the variance from the standards reflects the

architecturally appealing design that will maintain both the luxurious style and real estate values of the surrounding area.

4. Declarant and Committee Not Liable. There shall be no liability imposed directly or indirectly on any member of the Committee or Declarant for any loss, damage, claim, or injury arising out of or in any way connected with the performance of the duties of the Committee unless due to the willful misconduct or bad faith of such member. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any building, structure, or other item be deemed approval of, the building, structure itself, or other item from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

5. Limitations on Review. The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Committee prior to construction.

ARTICLE IV ARCHITECTURAL RESTRICTIONS AND LANDSCAPING

All Improvements on any Lot shall be subject to the following restrictions and architectural design standards:

1. Number of Dwellings. Only one single family residence may be constructed on any Lot. All Dwellings shall have an attached garage for at least three cars.

2. Guest House, Barns, and Out Buildings. Guest houses, barns, out buildings and all other storage buildings must conform to each other in style and materials, including roof material.

3. Dwelling Size.

a. A rambler one-story home shall be not less than 2000 square feet above grade.

b. A two-story home shall have not less than 1800 square feet above grade on the main floor, and not less than a total of 2700 square feet of finished living area above grade.

4. Exterior Requirement. No structure shall be built unless 100% of all of the faces of the structure are made of rock, brick, cement fiber board, or other material as specifically approved by the Committee based on appropriate architectural design. The color of materials used shall be disclosed to the Committee and Owners are encouraged to submit samples.

5. Roof Design. Roof pitches must be a minimum of 6/12 slope. All roofs shall be pitched. All roofing materials must be of architectural grade asphalt shingles or better, i.e. shake, tile, etc., as approved by the Committee. All roof metal such as flashing, vent stacks, gutters, and chimney caps shall be made of anodized aluminum, copper or galvanized metal painted to match the adjoining roof color.

6. No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

7. Balconies and Decks. Any balcony or deck that is more than twenty-four inches above the natural grade must be constructed in compliance with the following: All posts or pillar supporting any deck must be between eight and sixteen inches in width. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with vertical lattice or siding, or, if exposed (as in the case of a second story deck or balcony), finished, and painted, or stained.

8. Custom Lighted Address Structure. A lighted address structure shall be provided and installed at or near each driveway entrance by Owner at the time of occupancy. Specifications and construction detail for said structure shall be provided by Declarant. After the initial installation, individual lot owners will be responsible for replacing any damaged or missing parts of the structure. Said restored enclosures shall be reconstructed to duplicate the original design and construction. The light in the structure shall be wired with a photo electric cell so that it will be on during all night hours and must be maintained in good operating order.

9. Landscaping. It is the intent of the Declaration to require appropriate landscaping of Lots following construction of any Improvements, and to encourage the use of appropriate plant materials. The use and Improvement of each Lot is subject to the following Landscape Standards:

a. Lawn and Landscaping Required. Each Lot is required to have a landscape plan prepared and submitted for approval by the Committee. No landscaping shall be commenced prior to receiving approval from the Committee for the landscape plan. No landscaping shall be commenced which differs from the landscape plan approved by the Committee for such Lot. Front yard and visible side yard lawns are to be installed within 45 days after occupancy or by April 30 of the year following occupancy in the case of a winter occupancy. As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each Owner is required to fully landscape his or her Lot. The Committee shall be entitled to require a bond from the Owner in the event that winter conditions do not permit the completion of landscaping prior to occupancy of the Dwelling, in such amount and under such terms as are determined by the Committee. The Owner may plant lawns and gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching. Trees, lawns, shrubbery and other plantings provided by each Lot Owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the Committee. Owners shall maintain the landscaping of their Lots in good, well-kept condition, as reasonably determined by the Committee.

b. Sprinkler System. All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinkler systems.

ARTICLE VI GENERAL PROVISIONS

1. Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on a Lot is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

2. Community Association Act. The Association shall be governed by and subject to the provisions of the Utah Community Association Act, Utah Code Ann. § 57-8a-101 et seq., as the same may be amended from time to time, so long as such statutory provisions are not inconsistent with the provisions of this Declaration.

3. Remedies.

a. Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Committee in its own name. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys' fees and costs.

b. Nothing in this Declaration shall be construed to limit the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants, conditions and restrictions are to be construed as being in addition to those remedies available at law.

c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the Covenants contained in this Declaration in the future or against other similar violations.

4. Severability. Each of the covenants, conditions and restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

5. Limited Liability. Neither the Declarant, the Committee or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such action or inaction is the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

6. Amendment. At any time while this Declaration is in effect, the Owners of 75% of the Lots may amend the provisions of this Declaration, provided that so long as Declarant owns any portion of the Covered Property, Declarant's approval shall be necessary for any amendment to be valid or effective. Any amendment of this Declaration shall not be effective until it has been approved by the requisite number of Owners and has been filed of record in the Davis County Recorder's Office against each of the Lots included in the Covered Property. No amendment to this Declaration will be binding on the holder of any then-existing mortgage or trust deed unless the holder of the same consents to the amendment. Amendments, however, shall be binding on subsequent holders of mortgages or trust deeds whose liens are filed of record after the amendments have been filed of record.

7. Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Covered Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions, and restrictions contained herein against his Lot, whether or not there is reference to this Declaration in the instrument by which he acquires his interest in any Lot.

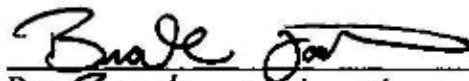
8. Notices. All notices under this declaration are deemed effective 72 hours after mailing, whether delivery proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

9. Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Covered Property. Paragraph headings are inserted for convenience only and shall not be considered an interpretation of the provisions. The singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10. Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Covered Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

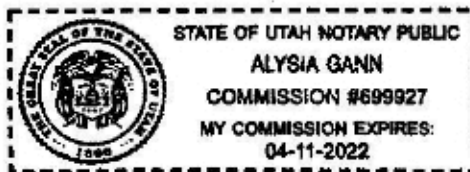
Executed on the date stated above.

Rainey Development, Inc., a Utah corporation


By: Brock Johnston
Its: manager

State of Utah)
 :SS
County of Davis)

The foregoing instrument was acknowledged before me this 25 of January,
2022, by Brock Johnston, as manager of Rainey
Development, Inc.



Seal:


NOTARY PUBLIC

Residing at: 259 E. 500 S.
BOVATUL, VT 04010