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MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
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For: Miller Harrison LLC
ELECTRONICALLY RECORDED

AMENDED AND RESTATED

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

STONE CREEK

A PLANNED COMMUNITY DEVELOPMENT

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE CREEK ("Declaration") is adopted this 29th day of March, 2025, by the Stone Creek HOA, a Utah non-profit corporation ("Association").

RECITALS

A. Stone Creek (also known as Stone Creek Estates Subdivision) ("Project") was originally made subject to the *Declaration of Covenants, Conditions and Restrictions for Stone Creek Estates Subdivision, a Planned Community Development* was recorded on October 20, 2017, as Entry No. 444212 in the office of the Wasatch County Recorder ("Original Declaration").

B. The Project consists of Phases 1A, 1B, 2, 3, and 4 of the official "Stone Creek" plats on file with the Wasatch County Recorder.

C. Phase 1A consists of 16 Lots, Phase 1B consists of 21 Lots, Phase 2 consists of 22 Lots, Phase 3 consists of 30 Lots, and Phase 4 consists of 34 Lots for a total of 123 Lots.

D. The Association desires to amend the Original Declaration to (1) clarify and define the rights of the Association and the Owners in and to the Project, (2) conform to changes to the Utah Community Association Act and other Utah law, (3) remove moot provisions protecting the developer when the developer controlled the Project; (4) provide for a general plan for managing the Project, and (5) in furtherance of the effort to efficiently and economically provide a quality living environment and protect and enhance the value of the Project.

E. Section 17 of the Original Declaration states that it may be amended with the approval from at least a majority of the Owners of the Lots within the Project.

F. The undersigned hereby certifies that at least a majority of the Owners of the Lots within the Project have approved this Declaration.

G. This Declaration, which (along with and subject to any future amendments) shall be the sole declaration for the Project and shall completely replace and supersede in all respects all prior declarations and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.

H. This Declaration affects the real property situated in Wasatch County, Utah described with particularity in Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the undersigned covenant, agree and declare that the property subject to this Declaration shall be subject to the following covenants, conditions, and restrictions:

Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

- (a) **Act** means the Utah Community Association Act located at U.C.A. §57-8a-101 et seq., as amended from time to time.
- (b) **Assessment** means monetary charges and fees imposed or levied by the Association against Owners for their proportionate share of the Common Expenses or other fees imposed by the Association pursuant to the Act or its Governing Documents.
- (c) **Association** means the Stone Creek HOA, a nonprofit corporation whose members shall be the owners of the Lots in the Project.
- (d) **Board or Board of Directors** means the Board of Directors of the Association as duly elected or appointed to manage the Association and the Common Areas. The Board is the governing body of the Association and has the same meaning and effect as used in the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.
- (e) **Common Areas** means the areas marked as "Common Area" on the Plat and the Common Roads, the Common Utilities, the Open Areas, the Water Detention Areas (whether on-site or off-site), the Limited Common Areas, Landscaped Areas, Trails and the Entrance Areas, Improvements and any other areas used for the common good that are not the responsibility of Heber City.
- (f) **Common Expenses** means:
 - (i) all sums lawfully assessed against the Owners;
 - (ii) expenses of Association administration, management, operations, maintenance, repair, and replacement of the Common Areas including, without limitation, the cost of plowing the snow on the Common Roads;
 - (iii) expenses agreed on as Common Expenses by the Board of Directors.
- (g) **Common Roads** means those portions of the Property designated on the Plat as roads, together with all improvements, including but not limited to curb, gutter, sidewalk, signage, ADA ramps and lights constructed or installed on such roads. All such roads within the "Project" are private roads for the use of the Owners and their guests and invitees.

(h) **Common Utilities** means the Storm Drain, Water Detention systems and Irrigation system in open space areas. Heber City maintain all irrigation, culinary water and sewer facilities located within road right of ways.

(i) **Design Requirements** means the requirements governing the location, color, materials, and architectural design of Dwellings, Lots, structures, and other improvements within the Project as adopted, amended, modified or supplemented by the Board of Directors.

(j) **Dwelling** means the residence, place of habitation, abode or living unit constructed on a Lot.

(k) **Governing Documents** means collectively the Declaration, bylaws, articles of incorporation, and any rules and regulations or design guidelines.

(l) **Lot or Lots** means the subdivided and recorded lot or lots within the Project and, where the context so requires, any Dwelling constructed thereon. All Lots have a Dwelling constructed thereupon.

(m) **Official Records** means the official records of the Wasatch County Recorder.

(n) **Open Areas** means those portions of the Property designated on the Plat as open area.

(o) **Owner(s)** means the record owner or owners, whether one or more persons, of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

(p) **Plat** means the plats for the Project (Phases 1A, 1B, 2, 3, and 4 (as amended) recorded in the Official Records.

(q) **Project** means Stone Creek, a planned community development.

(r) **Sewer Costs** means the costs of providing sanitary sewer service to the Lots, which shall be provided and serviced by Heber City.

(s) **Water Costs** means the costs of providing culinary water to the Lots, which shall be provided and serviced by Heber City.

(t) **Water Detention Areas** means areas as designated on the Plat or on adjacent Red Ledges property which are to be graded and maintained as detention areas for storm water and includes all piping, ponds, valves, manholes, sumps, and other systems required to receive and detain water runoff. The Water Detention Areas shall be landscaped and irrigated by the Association if located within the Project. Water Detention located on Red Ledges property shall be landscaped and irrigated by Red Ledges.

2. **Use Restrictions and Nature of Lots.** The Lots are subject to the following use restrictions which shall govern both the architecture of the Dwellings and the activities on and around the Lots:

(a) Residential Purposes. No Lot shall be used except for residential purposes and any Dwelling and structure thereon shall be maintained in good repair and in a clean and attractive appearance, compatible with surrounding Lots and Dwellings. Gainful occupational, professional, trade or other nonresidential use (such as a model home) may be conducted on a Lot only if permitted by Wasatch County and approved by the Board of Directors. No person shall engage in such uses without the prior review and approval by the Board and the appropriate officials of Wasatch County. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the applicable municipalities and agencies governing land use and buildings. No structure such as a trailer, shack, shed, tent, garage, barn, or other out-building shall be used on any Lot at any time as a residence. Notwithstanding the foregoing, home-based businesses are permitted when only normal residential activities are observable outside of the Dwelling, the business does not involve persons coming into the Project, the business activity does not involve the solicitation of other Lots, the business activity does not increase costs to the Association, and the business activity is not in violation of applicable local ordinances. All other business activity within a Dwelling or Lot requires the written approval from the Board.

(b) Architectural Control. No grading, excavation, building, fence, wall, Dwelling or other structure of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Board of Directors. The Board shall not give its consent to any improvements unless, in the opinion of the Board, the proposed improvements meet all Design Requirements then in effect and are in harmony with existing structures and improvements in the Project and with the surrounding landscape. All subsequent additions or changes to or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade of any Lot, shall be subject to the prior written approval of the Board. No changes or deviations in or from the plans and specifications once approved by the Board shall be made without the prior written approval of the Board. A fee covering any costs incurred by the Association which may include a review by a licensed professional will be assessed to the Owner by the Board for an architectural compliance review. Subsequent to receiving approval from the Board and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Wasatch County. The Board's timeline for the approval process may vary depending on the complexity of the project. Notwithstanding the timeline, no construction activity may commence until after receiving the written approval from the Board.

(c) Construction. Construction of any improvement approved by the Board of Directors shall commence within 3 months of receiving approval and shall be completed within twelve (12) months from the date construction starts. The start of construction shall mean when any construction activities are commenced on a Lot. All building debris, excavation dirt and the like associated with the building process shall be removed within such twelve (12) month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks in the Project. In the event of a resale of a Lot, no extension of time will be granted without written approval of the Board prior to the resale of the Lot. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a reasonably neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials

shall be piled only in such areas as may be approved by the Board. In addition, any construction equipment and building materials stored or kept on any Lot during construction or improvements may be kept only in areas approved by the Board, which may also require screening of such material and equipment storage areas.

(d) Deadline for Completion of Landscaping and Automatic Sprinkling System. The re-landscaping of any Lot shall be completed within three (3) months, weather permitting. Each front yard shall contain a minimum of three (3) trees of at least two (2) different species, each of which is at least two (2) inches in diameter and at least six (6) feet high. All Lots shall be landscaped, including an automatic sprinkling system.

(e) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit from any Lot so as to render all or any portion of any Lot or activity thereon unsanitary, unsightly, offensive or detrimental to the Owners or occupants of any other Lot in the vicinity. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity or to its occupants. Whether something constitutes a nuisance shall be determined by the Board of Directors.

(f) Parking or Storage of Vehicles. No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Project, except as expressly provided in this paragraph. Licensed, regularly used visitor passenger vehicles may be parked on the street of the Project for less than twenty-four hours. Overnight parking of such vehicles shall generally be restricted to the driveway of the Dwelling being visited. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, snowmobiles, recreational, commercial, oversized or other vehicles shall be stored on driveways, streets or in front yards, or anywhere other than within the garage or side of a Dwelling. No cars on blocks or non-running vehicles are permitted within the Project. For home-based businesses, employee parking shall be limited to a single, carpool vehicle, which shall be parked in the driveway of the Dwelling and not on the street.

(g) Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on or within any Unit, Dwelling, or otherwise within the Project, except in sanitary containers located in appropriate areas screened and concealed from view, and no odors shall be permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of the neighboring Units only when set out for a reasonable period of time (not exceeding twenty-four (24) hours before and after scheduled trash collection hours). There shall be no exterior fires whatsoever except barbecue fires contained within appropriate receptacles therefor.

(h) Repair of Improvements. No improvements on any Lot shall be permitted to fall into disrepair and all improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Dwelling or other structure is damaged or destroyed, then, subject to the requisite Board of Directors approvals, such Dwelling or other structure shall be repaired, rebuilt or demolished at the sole expense of the Owner of such Lot, within a reasonable amount of time.

(i) Animal Restrictions. No insects, reptiles, poultry, or animals of any kind shall be raised, bred or kept on or within any Unit, Dwelling, or otherwise within the Project, except

that usual and ordinary dogs, cats, fish, birds, and other household pets (excluding without limitations, equine, bovine, sheep, swine, goats and other such animals) may be kept on or within the Lots, subject to rules and regulations adopted by the Association, and provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, unreasonable quantities shall ordinarily mean more than two (2) pets per household, provided, however that the Association (or the Board of Directors or other such person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner. Animals belonging to Owners, occupants, or their licensees, tenants, or invitees within the Project shall not be permitted to roam at large at any time and must be either kept within a Dwelling or an enclosure, or on a leash being held by a person capable of controlling said animals. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to an Owner be found unattended, out of the enclosure, or not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Association or a person designated to do so, to a shelter under the jurisdiction of the local governmental entity in which the Project is situated and subject to the laws and rules governing such shelter, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept within the Project by an Owner or by members of his family, his tenants or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any area within the Project.

(j) Leasing Restrictions. The leasing of Dwellings is permitted when done in compliance with applicable city/county zoning and ordinances and the terms of this Declaration. No Owner may lease individual rooms to separate persons, or less than the entire Dwelling, and all Dwellings shall be occupied by a single family, unless the Owner simultaneously occupies the Dwelling and utilizes the Dwelling as the Owner's primary residence. Prior to leasing a Dwelling, the Owner and tenant shall execute a written lease agreement which shall include the following provisions: (i) the tenant must agree to comply with all of the terms and conditions of the Governing Documents; (ii) the tenant must acknowledge that a breach of the Governing Documents constitutes a breach of the lease agreement; (iii) the tenant must agree not to allow or commit any nuisance, waste, unlawful, or illegal act within the Project; and (iv) the Owner and tenant must acknowledge that the Association is an intended third-party beneficiary of the lease agreement. As a third-party beneficiary, the Association may enforce compliance with the Governing Documents and lease agreement. The Board may adopt additional rules to regulate the leasing of Dwellings which may include, without limitation, requiring a copy of each lease to be provided to the Board; establishing minimum lease terms; reporting names and contact information for all adult tenants; requiring the use of an approved lease addendum; and any other information deemed necessary by the Board.

(k) Restriction on Further Subdivision, Property Restrictions and Re-zoning. No Lot shall be further subdivided or separated into smaller lots by any Owner without the prior written approval of the Board, which approval must be evidenced on the official plat or other instrument creating the subdivision. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner, or other person against any Lot without having been first approved in writing by the Board. Any covenants, conditions, restrictions, or

easements recorded without such approval shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with the provisions of this Declaration.

(l) Utilities Easement and Right-of-Way. Easements and rights-of-way for the installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat, and all Lots shall have a ten (10) foot utility easement and right-of-way surrounding all sides for installation of various utilities and equipment, such as water, sewer, storm drainage, telephone, electricity, secondary water, natural gas, etc., as shown on the Plat. All easements may be utilized by the various utility companies at their discretion for placement of utilities and/or equipment. With this easement and right-of-way, no structure, large planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, change the direction or flow of drainage channels in the area, or obstruct or retard the flow of water through drainage channels or easements. The easement and right-of-way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

(m) Common Roads. Easements and rights-of-way for vehicular ingress and egress to and from the Lots over and across, and for underground utilities and related facilities under, the Common Roads are reserved as shown on the Plat. Such easements and rights-of-way shall be prior and superior to any other instrument recorded after this Declaration is recorded in the Official Records.

(n) Fire Hazards. All stacks and chimneys from fireplaces with combustible materials other than gas shall be fitted with a spark arrester. All Owners shall strictly comply with all state laws and county ordinances pertaining to fire hazard control.

(o) Hunting and Firearms. The discharge or shooting of firearms in the Project is prohibited. Hunting in the Project is prohibited.

(p) Fences. All fenced enclosures must be approved in writing by the Board prior to installation. Chain link fencing is not allowed. Perimeter fencing along the Bypass Road is mandatory, will be consistent as to material, color and style and will be installed as part of the home construction. The material will be a 6' SimTek, Ashland collection fence. There will be no fencing that restricts access to the trail system within the Project.

(q) Residential Lighting. Owners shall comply with applicable Heber City residential exterior lighting requirements and the exterior lighting guidelines and requirements adopted by the Board of Directors.

(r) Design Requirements. The Board of Directors is hereby authorized to adopt (and amend, modify, and supplement as needed) Design Requirements for the Project in order to preserve, protect, and enhance the aesthetics and values within Stone Creek.

3. Association. All Owners shall belong to the Association. The Association shall exist for the purpose of managing, operating, maintaining, repairing, and replacing, as necessary, the Common Areas, including snow and ice removal from the Common Roads. The Common Areas shall be maintained in good repair and in accordance with the standards established by the Board and Wasatch County.

4. **Board of Directors.** The Association shall be governed, operated, and controlled by the Board, which shall be the “Board of Directors” of the Association for purposes of the Act. The Board shall act on behalf of the Association on all matters except those specifically requiring approval from the Owners. The Board is subject to the following:

(a) **Members of the Board.** The Board of Directors shall be comprised of five (5) persons who shall be duly qualified, elected, or appointed in the manner set forth below.

(b) **Voting.** Each Lot shall have one (1) vote. The following restrictions apply to voting on Association issues, including, but not limited to, the election of Board members: (i) when more than one person owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting, and in the absence of such advice the vote of the Lot shall be suspended in the event more than one person seeks to exercise it; (ii) if an Owner has leased such Owner's Dwelling, then such Owner may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to such Owner's tenant, provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting; and (iii) the Board has the right to suspend an Owner's right to vote if such Owner is not current on the payment of such Owner's Assessments.

(c) **Terms.** Board members shall be elected and/or appointed to serve two (2) year terms. Board members may serve consecutive terms if duly elected.

(d) **Qualifications.** To qualify to serve on the Board of Directors, a person must be an individual Owner, the spouse of an Owner, or the legal representative of an organizational Owner in good standing. No two (2) Board members may reside in the same Dwelling or be business partners if the business is related to their ownership of a Lot. If a Board member ceases to meet the qualification requirements during the member's term, such person's membership on the Board shall automatically terminate.

(e) **Vacancies.** Any vacant seat on the Board of Directors shall be filled between general elections by a majority vote of the other members of the Board. After a general election, a vacant seat shall be filled by a person that is an Owner duly qualified, elected, or appointed to fill such vacancy, subject to Paragraph 4(h).

(f) **Dismissal.** Any member of the Board of Directors who fails on three (3) successive occasions to attend Board meetings (whether regular or special), who has failed to attend at least twenty-five percent (25%) of all Board meetings (whether regular or special) held during any twelve (12) month period, or who becomes more than sixty (60) days delinquent in the payment of an Assessment shall forfeit such Board member's seat if so approved by a majority of the other Board members. In such cases, the remaining Board members shall elect a replacement to sit on the Board until the next meeting of the Association.

(g) **Removal of Board Member.** Members of the Board may be removed at any time by the affirmative vote of at least a majority of all Owners. (As used in this Declaration, a majority of the Owners refers to a majority of the Lots, irrespective of the number of Owners.)

(h) Replacement. Unless a member of the Board is removed by the affirmative vote of a majority of all Owners, such member shall be replaced by an appointment of the remaining members of the Board. A member of the Board removed by the affirmative majority vote of all Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose.

(i) Completion of Term. Unless such Board member forfeits or otherwise loses such member's seat as provided in this Declaration, a member shall serve on the Board until such member's successor is duly elected or appointed.

(j) No Compensation. Members of the Board shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business as approved by the Board.

5. Officers and Agents of the Association. The officers of the Association shall serve under the direction of the Board. The Board may also perform its duties through such agents or employees as the Board may employ or appoint. Any Association officer, agent, or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Board; provided however that any officer so removed shall continue to be a member-at-large of the Board. One (1) officer may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:

(a) President. The President shall be a member of the Board and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both the Board and the Association. The President shall execute all instruments on behalf of the Board, unless the President chooses to delegate that authority to another Board member.

(b) Vice President. The Vice President shall assist the President and shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of all of the meetings of both the Board and the Association, as well as all other books and records which are required or made necessary.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Board. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices.

6. Board Meeting. A regular meeting of the Board of Directors shall be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Board may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Board may determine, but no less than once each quarter. No notice need be given of regular Board meetings. Special Board meetings shall be held whenever called by the President or by any two (2) members of the Board. Written notice of all special meetings shall be delivered to each member of the Board at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Board may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Board meeting shall consist of a majority of all the Board

members then in office. Written notice of Board meetings shall be provided to Owners as required by the Act. Board members may hold closed executive session meetings as allowed by the Act.

7. Status and General Authority of Board. Any instrument executed by an officer of the Association or by the Board that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies on said instrument. The Association shall constitute a legal entity capable of dealing in its own name. The Board shall have, and is granted, the following authority and powers:

- (a) To Enter. The power and authority to enter on any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right-of-way, utility or the Common Areas. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the Board or its representative shall exercise this power. In the event of an emergency entry without notice, the person entering the property shall leave in a conspicuous place written notice stating such person's name and title as well as the day, date, time and purpose of the entry.
- (b) Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as the Board deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights-of-way, utilities and Common Areas.
- (c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to this Declaration which has been approved by the vote or consent necessary to authorize such amendment.
- (d) Standing. The power to sue and be sued.
- (e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Association, easements, rights-of-way, utilities or the Common Areas.
- (f) Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the easements, rights-of-way, utilities, and Common Areas are maintained and used in a manner consistent with their original design and construction.
- (g) Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.
- (h) All Other Acts. The power and authority to perform any and all other acts and to enter into any other transactions which may be reasonably necessary in order for the Board to perform its functions for and on behalf of the Owners or as allowed in the Act or other applicable laws.

8. Owner's Meetings. The members of the Association shall meet as follows:

(a) Annual Meeting. The annual meeting of the Owners shall be held between the months of September and November each year at a date, time, and location selected by the Board. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be delivered to each person who appears as an Owner on the books and records of the Association in a manner allowed by the Act or other applicable laws, including delivery in person, by mailing, or by email. The notice shall state the day, date, time, place, and general purpose of the meeting. If a meeting will take place via Zoom or other similar online or conference call, the link and/or phone number shall be provided as well.

(b) Special Meetings. Special meetings of the Association may be called at any time by the Board or by Owners who collectively hold at least thirty percent (30%) of the total vote. Such meeting shall be held at such place as the Board may specify and the notice thereof, which must be sent by the Board, shall state the day, date, time, place and matters to be considered at the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting.

(c) Waiver of Notice. No notice of any meeting of the Owners shall be required if a waiver of such notice is signed by all of the Owners. Whenever all of the Owners meet in person or by proxy, such meeting may not be challenged on grounds of inadequate notice.

(d) Quorum. The presence of at least 30% of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting. If a quorum is not present at any Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days after the time set for the original meeting. Those Owners present at the rescheduled meeting shall constitute a quorum. Anything to the contrary notwithstanding, in any instance in which this Declaration requires the affirmative vote of a certain number of Owners for authorization or approval of a matter, the written consent of such number of Owners, is sufficient authorization or approval of the item, regardless of the quorum requirements.

9. Common Income, Expenses, and Voting Rights. The common income of the Association shall be allocated, the Common Expenses shall be charged, and the voting rights shall be allocated to the Owners equally, except as otherwise expressly provided in this Declaration with regard to Water Costs. Each Owner, on receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay such Owner's portion of the Common Expenses or any other Assessment levied against such Owner or such Owner's Lot, including any fines resulting from a violation of this Declaration or any rule or regulation adopted by the Board.

(a) Purpose of Common Expenses. The Assessments provided for in this Declaration shall be used for the general purpose of operating the Association as well as maintaining, repairing and replacing the easements, rights-of-way and Common Areas.

(b) Budget. At least thirty (30) days prior to the annual meeting of the Owners, the Board shall prepare and deliver to the Owners a proposed budget which:

(i) shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1; and

(ii) shall be based on advance estimates of cash requirements by the Board

to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair and replacement of the easements, rights-of-way and Common Areas, as well as the management of the Association.

(c) Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the annual Owner's meeting by the affirmative vote of a majority of the Owners. Notwithstanding the foregoing, however, if the Owners disapprove the proposed budget and Assessments or the Board fails for any reason to establish the budget and Assessments for the succeeding year, then and until such time as a new budget and Assessment schedule shall have been established, the budget and Assessment schedule in effect for the then current year shall continue for the succeeding year.

(d) Method of Payment of Assessments. The Board has the sole authority and discretion to determine how and when any Assessment is to be paid.

(e) Personal Obligation of Owner. Each Owner is personally liable to pay any Assessment levied by the Board against such Owner or such Owner's Lot; provided, however, no mortgagee or beneficiary under a first position mortgage or deed of trust that obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

(f) Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days' prior written notice of any increase in the amount of the Assessment.

(g) Reserve Account. The Board shall establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements.

(h) Statement of Common Area Assessments Due. On written request, the Board shall furnish to any Owner a statement of Assessments due, if any, on such Owners Lot.

(i) Superiority of Common Area Assessments. All Assessments and liens created to secure the obligation to pay an Owner's share of the Common Expenses are superior to any homestead exemptions to which an Owner may be entitled, which exemptions an Owner, by accepting a deed or other document of conveyance or transfer to a Lot, expressly subordinates or waives.

(j) Suspension of Right to Vote for Non-Payment. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of such Owner's Assessments and has failed within ten (10) days after delivery of written notice of the default to cure or make satisfactory arrangements to cure the default.

10. Special Assessments. The Board of Directors, with the affirmative consent or approval of at least a majority of the Owners that vote on the matter (whether in person or by proxy or by written ballot consent), may levy a special Assessment to pay for unanticipated expenses, a budget shortfall, or any capital improvement.

11. Fines and Individual Assessments. The Board may fine Owners and residents for the failure to comply with this Declaration or other Governing Documents in accordance with the Act. The Board may adopt a fine schedule or process for the levying of any fines, which may include a hearing or appeals process, which may be amended from time to time by the Board. In addition, individual Assessments may be levied by the Board against a Lot or its Owner to compensate or reimburse the Association for:

- (a) Costs incurred in enforcing this Declaration and other Governing Documents;
- (b) costs associated with the maintenance, repair, or replacement of any portion of the easements, rights-of-way, and Common Areas damaged by an Owner or resident;
- (c) any other charge, fee, or expense designed by the Board as an individual Assessment; and
- (d) attorney's fees, late fees, default interest and collection costs incurred by the Association as a result of an Owner's or resident's violations;

provided, however, that no fine or individual Assessment shall be final until after the Owner or resident shall have received written notice thereof and a reasonable opportunity to be heard as required by the Act. After notice and hearing (if requested), the decision of the Board shall be binding, final, and conclusive.

12. Collections. Assessments, fines, and other monetary charges shall be collected as follows:

(a) Apportionment and Collection of Assessments. The amount of Common Expenses assessed against each Lot is a debt of the Owner at the time the Assessment is made and is collectible as such. A lawsuit or cause of action brought to recover a money judgment for unpaid Common Expenses is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the Owner in the Lot, and on the recording of notice of lien, constitutes a lien on the Owner's interest in the Lot first in priority to all other liens and encumbrances, recorded or unrecorded, except:

- (i). tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and
- (ii). Encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(b) Late Fees and Accruing Interest. A late fee in the amount of Twenty-Five Dollars (\$25) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on payments received more than ten (10) days after their due date. Simple interest at the rate of one and one-half percent (1.5%) per month shall accrue on all delinquent accounts. The Board may, in its sole discretion and under circumstances that the Board deems fair and just, elect to waive late fees and accruing interest but the Board is not required to do so.

(c) Foreclosure of Lien and/or Personal Judgment. The Board may elect to institute a lawsuit, foreclose a lien or both in order to collect past due obligations. Other options and remedies available for collection in the Act may be used and pursued by the Association.

(d) No Waiver. No Owner may waive or otherwise exempt such Owner from liability for such Owner's portion of the Common Expenses or the payment of any Assessment, fine or other monetary charge provided for in this Declaration by the abandonment of such Owner's Lot.

(e) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, or for convenience or discomfort arising from the operation, maintenance, repair or replacement of the easements, rights-of-way or the Common Areas, or from any action taken to comply with any law, ordinance or order or directive of any municipal or other governmental authority, since the obligation to pay Common Expenses and Assessments is a separate and independent covenant on the part of each Owner.

(f) Foreclosure of Lien as Mortgage. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's Lot. The sale or foreclosure shall be conducted in the same manner as foreclosures of mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including, but not limited to, the cost of recording the notice of lien, certified mailing or personal service, foreclosure report and reasonable attorneys' fees. In the foreclosure action, the Association may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage or convey the same.

(g) Attorney-in-Fact. Each Owner by accepting a deed or other document of conveyance or transfer to a Lot irrevocably appoints the Association as such Owner's attorney-in-fact to collect rent from any person renting such Owner's Dwelling, if the Dwelling is rented and such Owner is delinquent in the payment of such Owner's portion of the Common Expenses or any Assessment or fine. Rent due shall be paid directly to the Association, on written demand, until such time as the Owner is current on such Owner's obligations to the Association. Such Owner shall credit such Owner's renter, against rent due, an amount equal to the amount of money paid by the renter to the Association.

13. Insurance. The Board of Directors may purchase and maintain appropriate property, liability, and directors' and officers' insurance coverage as well as a fidelity bond covering those persons handling and responsible for monies of the Association. Owners are entirely responsible for all property and liability coverage for their Lots and Dwellings and any personal property.

14. Reinvestment Fee Covenant. A reinvestment fee covenant is hereby established pursuant to Utah Code §57-1-46. The Board shall impose a reinvestment fee assessment amount in accordance with this Section. The following terms and conditions shall govern reinvestment fees:

(i) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Official Records, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay

to the Association a reinvestment fee in an amount established by the Board, provided that in no event shall the reinvestment fee exceed the maximum rate permitted by law.

(ii) The Association shall not levy or collect a reinvestment fee for: (i) any Transfer of a Lot made to the Association; (ii) any Transfer of a Lot made for estate planning purposes by a Lot's current Owner to a trust or other entity owned and controlled by the Owner as determined by the Board; and (iii) any Transfer of a Lot so exempted by Utah Code §57-1-46.

(iii) The reinvestment fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such reinvestment fee and shall be treated as an Assessment for collection purposes.

15. Covenants to Run with the Land. This Declaration shall apply to all of the Project. This Declaration and all the provisions hereof shall constitute covenants running with the land and equitable servitudes and shall be binding on and shall inure to the benefit of the Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or the Project and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the Association's other Governing Documents. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

16. Enforcement and Right to Recover Attorney's Fees. If the Association, the Board of Directors, or an aggrieved Owner takes any action to enforce or construe this Declaration or other Governing Document, including any rules and regulations adopted from time to time by the Board, or to pursue any remedy provided in this Declaration or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the non-defaulting party shall be entitled to recover such party's reasonable attorney's fees, costs and expenses which may arise or accrue.

17. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the Board, are established for the benefit of the Project and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Board or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The Board and its members shall be indemnified, saved, and held harmless from any such action or failure to act, and exempt from any civil claim or action which may result from any act or failure to act (whether intended or implied) while functioning as a member of the Board, or for decisions that they may render during the course of their service, unless said party is guilty of intentional or willful misconduct.

18. Amendments. This Declaration may be amended on the affirmative written approval of at least a majority of the Owners of the Lots and shall be valid immediately on recording of the document amending this Declaration in the Official Records.

19. Interpretation. The captions which precede the paragraphs of this Declaration are for convenience purposes only and shall in no way affect the manner in which any provision is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part and any gender shall include both other genders or the neuter. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder of this Declaration.

20. Bylaws, The provisions of this Declaration pertaining to the operation of the Association shall make up the Bylaws of the Association and may be amended as provided in Section 18 above.

Certification. The Board of Directors has authorized the undersigned to execute this Declaration, on behalf of the Association, and hereby certifies that the foregoing Declaration has been approved by at least a majority of the Owners of the Lots within the Project.

Stone Creek HOA, a Utah nonprofit corporation

By: Thomas De Mars Jr

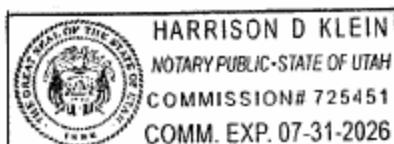
Its: President

State of Utah)

: ss

County of Wasatch)

The foregoing instrument was acknowledged before me this 29 day of March, 2025,
by Thomas De Mars, the President of the Stone Creek HOA.





Notary Public

Commission # 725451

Expiration: 7-31-2026

EXHIBIT A
LEGAL DESCRIPTION

All Lots and Common Areas as shown on the official plat maps recorded with the Wasatch County Recorder within the Stone Creek Phase 1A, Stone Creek Phase 1B, Stone Creek Phase 2 (Amended), Stone Creek Phase 3, and Stone Creek Phase 4 (including the Amendment to Phase 4).

Phase 1A Parcel Numbers (Lots 1 through 16)

- **00-0021-2545 through 00-0021-2561**

Phase 1B Parcel Numbers (Lots 17 through 37)

- **00-0021-2686 through 00-0021-2706**

Phase 2 (Amended) Parcel Numbers (Lots 38 through 59)

- **00-0021-3204 through 00-0021-3225**

Phase 3 Parcel Numbers (Lots 60 through 89)

- **00-0021-4528 through 00-0021-4557**

Phase 4 Parcel Numbers (Lots 90 through 123, including Lots 120A and 121A)

- **00-0021-5448 through 00-0021-5481**