

Ent 444212 Bk 1204 Pg 1472 - 1494
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
2017 Oct 20 02:27PM Fee: \$94.00 TC
For: Artisan Title
ELECTRONICALLY RECORDED

WHEN RECORDED
RETURN TO:

Salt City Construction, LLC
6340 South 3000 East, Suite 600
Cottonwood Heights, Utah 84121
Telephone: 801-301-2328

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

**STONE CREEK ESTATES SUBDIVISION
A PLANNED COMMUNITY DEVELOPMENT**

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THIS DECLARATION (the Declaration) is adopted this 20th day of October, 2017, by Salt City Construction, LLC, a Utah limited liability company (Salt City), Blackstone Creek, LLC, a Utah limited liability company (Blackstone), Salt City and, Blackstone are collectively referred to herein as the "Developer".

RECITALS

A. The Developer is the owner of certain real property (the Property) located in Wasatch County, Utah, described on Exhibit A attached hereto.

B. The Developer has subdivided the Property into Lots 1 through 125, inclusive, which shall be known as the STONE CREEK ESTATES Subdivision.

C. The Developer is in the process of developing the Property as a planned community development.

C. The Developer desires to provide a general plan for the establishment of covenants, conditions and restrictions to enhance and protect the value and attractiveness of the Property, all in accordance with the provisions of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

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

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

(a) Assessment means an Owner's portion of the Common Expenses or any other amount charged by the Association.

(b) Association means the Stone Creek Estates Homeowners Association, a nonprofit corporation whose members shall be the owners of the Lots in the Project.

(c) Committee means the committee of three (3) Owners elected or appointed to manage the Association and the Common Areas.

(d) Common Areas means 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.

(e) Common Expenses means:

(i) all sums lawfully assessed against the Owners;

(ii) expenses of administration, 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 Committee.

(f) 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.

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

(h) Design Requirements means the requirements attached as Exhibit A, incorporated by this reference, as the same may be amended, modified or supplemented by the Committee after the date of this Declaration.

(i) Developed Lot means a Lot on which a Dwelling has been legally approved for occupancy by Wasatch County.

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

(k) Lot or Lots means the subdivided and recorded lot or lots within Property and, where the context so requires, any Dwelling constructed thereon.

- (l) 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 or Owners 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 plat for the Project, recorded in the Official Records.
- (q) Project means the Stone Creek Estates Subdivision, 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 Stone Creek HOA 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 Committee. No person shall engage in such uses without the prior review and approval by the Committee 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.

(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 Committee. The Committee shall not give its consent to any improvements unless, in the opinion of the Committee, 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 Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. A fee of \$200.00 will be assessed to each builder/homeowner by the Committee for architectural compliance review, to be completed by the Committee within two weeks after complete submission. One resubmission will be allowed at no cost, and the Committee will complete a review of a resubmission within one week. A fee of \$100.00 will be charged for any other resubmission(s), each of which may take up to three weeks for review. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Wasatch County and connection of all utilities to such Owner's Lot.

(c) Construction. The original purchaser of the Lot must start construction on such Lot not later than twelve (12) months from the date of closing and complete construction of all structures not later than twelve (12) months from the date construction starts. The start of construction shall be when any foliage is cut or removed in anticipation of the landscaping or construction to be undertaken, or any other 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 Committee 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 Committee. 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 Committee, which may also require screening of such material and equipment storage areas.

(d) Deadline for Completion of Landscaping and Automatic Sprinkling System. The front yard of each Lot (from the street curb to the front building line of the Dwelling on the Lot) shall be landscaped within four (4) months of the occupancy date of any structure

built upon such Lot, 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. The remainder of the Lot shall be landscaped, including an automatic sprinkling system, within one (1) year of the occupancy date of any structure built upon said Lot.

(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.

(g) 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.

(h) 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.

(i) 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 Committee 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.

(j) 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 Units, 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 Architectural Committee 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 of Trustees, 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 house 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 Architectural Committee. 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 with 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.

(k) Restriction on Further Subdivision; Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner without the prior written approval of the Committee, 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 Committee. 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 Committee and the proposed use otherwise complies with the provisions of this Declaration.

(l) Developer's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Developer or its duly authorized agents of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of Lots.

(m) 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. Within 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.

(n) 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.

(o) 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.

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

(q) Fences. All fenced enclosures must be approved in writing by the Architectural Committee 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, walnut brown fence. There will be no fencing that restricts access to the trail system within the project.

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 Wasatch County.

4. Committee. The Association shall be operated and controlled by the Committee, which shall be the Board of Directors of the Association for purposes of the Utah Community Association Act, subject to the following:

(a) Members of the Committee. The Committee shall be comprised of not less than three (3) qualified persons who shall be duly qualified, elected or appointed in the manner set forth below. The Committee may increase its size to not more than six (6) members.

(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 Committee 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 Committee 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 or is in material violation of any of the terms, covenants or provisions set forth in this Declaration.

(c) Composition of Committee. The Developer shall have the exclusive right to appoint all of the members of the Committee until the occurrence of the earlier of the following events (either, a Transfer Event), at which time control of the Committee (subject to the perpetual right of the Developer to appoint one (1) member of the Committee) shall be transferred by the Developer to the Owners and the Owners shall elect the Committee:

(i) at such time when a certificate of permanent occupancy has been issued for 75% of the Lots; or

(ii) at such time as the Developer elects in writing to transfer management and control of the Association.

The initial members of the Committee shall be Rich Hansen, Dave Munford and John Thornton. Anything to the contrary contained in this Declaration notwithstanding, one (1) person designated by the Developer shall always remain a member of the Committee if the Developer so desires.

(d) Terms. Committee members shall be elected and/or appointed to serve two (2) year terms.

(e) Qualifications. To qualify to serve on the Committee, a person must be an individual Owner or the legal representative of an organizational Owner in good standing or may be a person other than an Owner if appointed by the Developer.

(f) Vacancies. Any vacant seat on the Committee shall be filled by the Developer prior to a Transfer Event. After a Transfer Event, 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(i).

(g) Dismissal. Any member of the Committee who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit such member's seat. In such cases, the remaining Committee members shall elect a replacement to sit on the Committee until the next meeting of the Association.

(h) Removal of Committee Member. Except for members of the Committee appointed by the Developer prior to the occurrence of a Transfer Event, members of the Committee may be removed at any time by the affirmative vote of at least a majority of the Owners. (As used in this Declaration, a majority of the Owners refers to a majority of the Lots, irrespective of the number of Owners.)

(i) Replacement. Unless a member of the Committee is removed by the affirmative vote of a majority of the Owners, such member shall be replaced by an appointment of the remaining members of the Committee. A member of the Committee removed by the affirmative majority vote of the 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. Anything to the contrary notwithstanding, the Developer shall be entitled to replace all members of the Committee appointed by the Developer.

(j) Completion of Term. Unless such member forfeits or otherwise loses such member's seat as provided in this Declaration, a member shall serve on the Committee until such member's successor qualifies and is properly elected by the Owners or appointed by the Developer.

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

5. Officers and Agents of the Association. The Committee is the agent of the Association and shall perform its functions through those Owners or Developer appointees elected as officers of the Association by the Committee. The Committee may also perform its duties through

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such agents or employees as the Committee 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 Committee; provided, however, any officer so removed shall continue to be a member-at-large of the Committee. One (1) member 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 Committee 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 Committee and the Association. The President shall execute all instruments on behalf of the Committee, unless the President chooses to delegate that authority to another Committee 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 Committee 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 Committee. 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. The offices of Secretary and Treasurer may be held by the same Committee member.

6. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Committee may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may determine, but no less than once each quarter. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Written notice of all special meetings shall be delivered to each member of the Committee 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 Committee may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the Committee members then in office.

7. Status and General Authority of Committee. Any instrument executed by an officer of the Association or by the Committee 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 Committee 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 Committee 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 Committee 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 Committee in carrying out any of its functions or to insure 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 Committee to perform its functions for and on behalf of the Owners.

Anything to the contrary contained in this Declaration notwithstanding, while the Developer controls the Association and before the occurrence of a Transfer Event, any amendments to this Declaration must be approved in writing and in advance by the Developer.

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 at 7:00 p.m. on the second Thursday of October of each year unless otherwise determined by the Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. 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 in person or mailed by regular U.S. Mail, postage prepaid, to each person who appears as an Owner at such person's last known address as shown on the books and records of the Association. The notice shall state the day, date, time, place and general purpose of the meeting.

(b) Special Meetings. Special meetings of the Association may be called at any time by the Committee 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 Committee may specify and the notice thereof, which must be sent by the Committee, shall state the day, date, time, place and matters to be considered as 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 a majority 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 Committee.

(a) Developer. Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lots owned by the Developer until such time as the occurrence of the earlier of the following:

(i) the physical Dwelling structure on the Lot has been substantially completed, a certificate of permanent occupancy has been issued and the Lot has been sold or rented; or

(ii) the Developer elects in writing to pay the Assessment.

(b) 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.

(c) Budget. At least thirty (30) days prior to the annual meeting of the Owners, the Committee 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 Committee 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.

(d) 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 Committee 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.

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

(f) Personal Obligation of Owner. Each Owner is personally liable to pay any Assessment levied by the Committee 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.

(g) 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 Committee 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.

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

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

(j) 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.

(k) Suspension of right to Vote for Non-Payment. At the discretion of the Committee, 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 Committee, with the affirmative consent or approval of at least a majority of the Owners, may levy a special Assessment to pay for unanticipated expenses, a budget shortfall or any capital improvement.

11. Fines and Individual Assessments. The Committee may fine Owners and residents for the failure to comply with this Declaration or any rules and regulations adopted from time to time. In addition, individual assessments may be levied by the Committee against a Lot or its Owner to compensate or reimburse the Association for:

- (a) costs incurred in enforcing or construing this Declaration;
- (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 Committee as an individual assessment; and
- (d) attorney's fees, late fees, default interest and collection costs;

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. After notice and hearing, the decision of the Committee 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 Committee may, in its sole discretion and under circumstances that the Committee deems fair and just, elect to waive late fees and accruing interest but the Committee is not required to do so.

(c) Foreclosure of Lien and/or Personal Judgment. The Committee may elect to institute a lawsuit, foreclose a lien or both in order to collect past due obligations.

(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 Committee to take some action or perform some function required to be taken or performed by the Association or Committee under this Declaration, or for inconvenience 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 Committee 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.

14. Covenants to Run With the Land. This Declaration shall apply to all of the Project. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded. 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 provisions of any rules, regulations, agreements, instruments, supplements, amendments and determinations contemplated by this Declaration. 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.

15. Enforcement and Right to Recover Attorney's Fees. If the Association, the Committee or an aggrieved Owner takes any action to enforce or construe this Declaration or any rules and regulations adopted from time to time, 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.

16. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the Committee, 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 Developer or the Committee 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 Committee 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 Committee, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

17. 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; provided, however, that so long as the Developer owns at least one (1) Lot in the Project, no amendment shall be valid or enforceable without the Developer's prior written consent; and provided, however, that so long as the Developer owns at least fifteen (15) Lots in the Project, this Declaration may be amended by the Developer.

18. Duration. This Declaration shall survive for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years.

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.

19. Bylaws. The provisions of this Declaration pertaining to the operation of the Association shall make up the Bylaws of the Association.

THE DEVELOPER has executed this Declaration on the date set forth above.

Salt City Construction, LLC

By
Its

[Handwritten signature]
Member

State of Utah)

: ss.

County of Salt Lake)

The foregoing instrument was acknowledged before me this day of 10/20, 2017,
by David W Member, the member of Salt City Construction, LLC

(Seal)

[Handwritten signature]

Notary Public

My Commission Expires:

11/21

Residing at:

Salt Lake

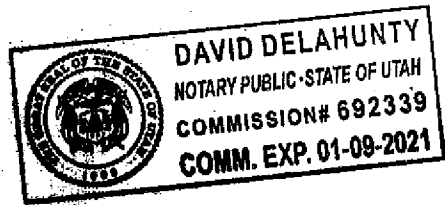


EXHIBIT A
to
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
DESIGN REQUIREMENTS

The Design Requirements referred to in the foregoing instrument are as follows:

1. Minimum Size of Dwelling. No Dwelling shall be permitted on any Lot in which the floor area of the main structure of the Dwelling, exclusive of garages and open porches, is less than the following measurements: (a) for a single-story Dwelling, 1,500 feet, not including basement area; and (b) for a two-story Dwelling, 800 square feet on the main level and 800 square feet at the second level totaling a minimum of 1600 square feet footage for the combined two floors, not including basement area. The Committee may vary these minimum requirements. For example, if a Dwelling substantially exceeds the main level (minimum square foot) allowance, then the second level (minimum square foot) allowance may be reduced.
2. Levels. No Dwelling shall exceed two (2) levels of living space above the average original grade at the building perimeter.
3. Attached Garages. Each Dwelling shall have a private attached garage for not less than two (2) vehicles and for not more than four (4) vehicles.

Detached Garages. Any detached garage shall not exceed 900 square feet in size, two stories in height, or 8/12 roof pitch. Enclosed recreational vehicle (RV) structures shall first be approved by the Committee before submission to Heber City for a permit. In any event, no detached garages may exceed the height of the Dwelling on the same Lot. .

4. Outlets; Hose Bibs; Utilities. At least two exterior outlets (weather type) must be located at the front of each Dwelling at each end. These outlets must be on separate amperage breakers and may be placed within the soffit. At least two (2) hose bibs must be located on the exterior of each Dwelling: one on the front and one on the rear of each Dwelling. The Developer will stub to the Lot line gas, electricity and water. Each Owner shall complete and pay for all utility meters, connections and other fees, including gas, electricity and water to the Dwelling.

5. Materials; Quality. All structures constructed within the Project shall be of new materials (with the exception of natural stone or rock) and shall be of good quality workmanship and materials. At minimum, thirty percent (30%) of the front exterior construction shall be stone or brick. Up to seventy percent (70%) stucco mix or Cement Board exterior surface is allowed. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. Architectural plans will need to be approved by the Architectural Advisory Committee.
6. Restricted Materials. No aluminum, metal, or vinyl siding will be permitted, except (only) for aluminum and vinyl materials at soffit and fascia areas. Log structures are prohibited. Chain link fence is prohibited, provided that exceptions may be granted by the Committee for a tennis court. All equipment shall be kept obscured and hidden from view of the front yard and street including, without limitation, roof-mounted air conditioners, roof-mounted solar panels, roof-mounted satellite dishes and roof-mounted antennae.
7. Roofing Materials. Only the top of the line of each category of roofing materials may be used: asphalt, asphalt laminated, fiberglass, wood shake and clay tile, and each shall be in the 30-year warranty category. Colors and request for variance of roof materials must be submitted to, and approved by, the Committee. The typical roof pitch shall be at least 5/12. The Committee may grant a variance of the roof pitch. All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, etc. are to be painted to match the color of the roof or the trim. A minimum width of six (6) inches shall be required on the fascia.
8. Restricted Trees. No poplars, Russian olives, Chinese elms, weeping willows or box elders are permitted on any Lot, unless existing as of the date of this Declaration.

Parcel 1:

That portion of Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah described as follows:

Beginning at a point South 00°02'25" East 2666.18 feet and North 89°57'35" East 12.41 feet from the Northwest corner of said Section to the Northwest Corner of TIMP MEADOWS EAST SUBDIVISION; thence North 00°32'29" East 527.33 feet to the Southeast corner of SAGE ACRES SUBDIVISION as recorded in Book 327, Pages 707-711 of Official Records of said county; thence North 0°41'27" West 804.50 feet to the Northeast corner of SAGE ACRES SUBDIVISION and thence North line of the South Half of the Northwest Quarter of said Section 33; thence North 89°58'44" East 1454.28 feet along said line and old fence line; ; thence South 2206.34 feet; thence West 809.97 feet to a point on the East line of said TIMP MEADOWS EAST SUBDIVISION; thence North 03°33'41" East 875.75 feet along said East line to the Northeast corner of said subdivision; thence West 693.99 feet along the North line of said subdivision to the point of beginning.

Less and Excepting and including any and all ground contained within that certain Boundary Line Agreement recorded September 25th, 2007 as Entry No. 326375 in Book 950 at Page 669 of official records.

Parcel 2:

Lots 1 through 16 and all Common Area of Stone Creek Phase 1A, according to the official plat thereof on file and of record in the Wasatch County Recorders office.

Parcel 3:

Lots 17 through 37 and all Common Area of Stone Creek Phase 1B, according to the official plat thereof on file and of record in the Wasatch County Recorders office.

2/1/17-0200-00