

**FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONECREEK MEADOWS PHASES 1, 2, & 3  
A PLANNED UNIT DEVELOPMENT**

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions as recorded on May 14, 2004, as Entry No. 879606, in Book 1638, at pages 734-767, as amended by the First Amendment recorded on July 26, 2004, as Entry No. 891716, in Book 1657, at pages 138-39, as amended by the Second Amendment recorded August 3, 2005, as Entry No. 0961872, in Book 1773, at pages 1953-57, as amended by the Third Amendment recorded on October 13, 2006, as Document No. 20060047626, as amended by the Fourth Amendment recorded on October 20, 2006, as Document No. 20060048788 in the records of the Washington County Recorder's Office (together hereinafter the "Declaration") is made effective the 5<sup>th</sup> day of July, 2007, by StoneCreek Meadows Homeowners Association.

**W-SKMW-1** - 1 to 10, 36 to 46, 52 to 69  
**W-SKMW-3** - 25 to 35, 99 to 100

**W-SKMW-2** - 11 to 24, 47 to 50, 81 to 98, AA

Article XII, section 10, shall be amended to hereafter read as follows:

**Section 10. Recreational Vehicle Storage.** Recreational Vehicles (RVs) should be store to the side or back of the Home. The storage area, if necessary to make it unobtrusive when viewed from the street, must be screened from the street by fence or by other means allowed under this Declaration or by the Architectural Control Committee. No RV shall be parked in the street or in the driveway of a Home for more than two (2) days.

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


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

In addition, any trailers of any size, shape, or configuration that displays any lettering or numbers as to identify or advertise a business or trade; or that contains any supplies, tools of trade or equipment for business use will be classified as a Commercial Vehicle under this resolution and are not permitted within the Homeowners Association property or the public streets therein.

For purposes of this section "Commercial Vehicle" is defined as any self-propelled or towed motor vehicle used on a public street or highway to transport passengers or property when the vehicle-

- (1) Has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of 4,536 kg (10,001 pounds) or more, whichever is greater; or
- (2) Is designed or used to transport more than 8 passengers (including the driver) for compensation; or
- (3) Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation; or
- (4) Is used in transporting material found by the Secretary of Transportation to be hazardous under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations

**DOC # 20070036668**  
 Amended Restrictive Covenants Page 1 of 2  
 Russell Shirts Washington County Recorder  
 07/18/2007 09:21:35 AM Fee \$ 14.00  
 By F1 PROPERTY MANAGEMENT



prescribed by the Secretary under 49 CFR, subtitle B, chapter I, subchapter C.

Article XII, shall be amended to include a Section 18 which shall hereafter read as follows:

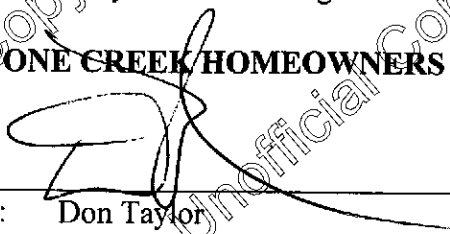
Section 18. Inoperable Vehicles and Vehicle Maintenance for Hire. No inoperable or unregistered motor vehicle shall be parked on the street or in the driveway of a Home nor in any way visible from the street. No person, Owner or otherwise, shall conduct repairs or restorations of any Vehicle or Recreational Vehicle for hire upon any portion of any property.

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

(f) Yard Walls and Fences. Yard walls and/or fences shall be of brick, block or stone, and shall conform to this Declaration and any standards defined by the Architectural Control Committee. Block walls shall be Geneva Brown in color. No chain link, wire, wood or vinyl fences or gates will be permitted. Gates shall be of wrought iron or metal which is visually compatible in color and design with walls and fences on the Lot and surrounding Lots. Owners shall be entitled to place wood privacy backing on gates which are otherwise in conformity with the Declaration. Walls or fences are intended to enhance the privacy of the residents of a Lot, and should not unreasonably interfere with the view from any neighboring Lot. No fence or wall shall be erected, placed or altered on any Lot or extend closer to the street than any portion of the home on such Lot. No fence, wall or gate shall exceed six (6) feet in height. General rules of law and written agreements shall apply to yard walls and fences in relation to maintenance, repair, and liability for negligent acts and omissions, where not specifically addressed by this Declaration.

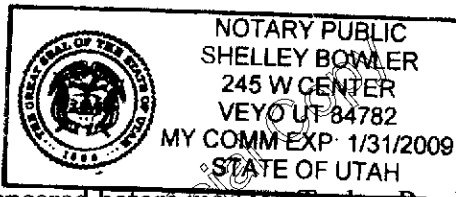
In witness whereof the undersigned hereby execute this Agreement on the date set forth below.

**STONE CREEK HOMEOWNERS ASSOCIATION:**



By: Don Taylor  
Its: President

STATE OF UTAH )  
  : ss  
COUNTY OF WASHINGTON )



On the 5<sup>th</sup> day of July, 2007, personally appeared before me Don Taylor, President of Stone Creek Homeowners Association, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Shelley Bowler  
Notary Public in and for said County and State