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Ent **1133375** Bk **1866** Pg **210**  
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**Cache County, UT**  
Michael Gleed, Rec. - Filed By SA  
For PECK HADFIELD BAXTER & MOORE LLC

**AMENDED & RESTATED  
DECLARATION OF PROTECTIVE EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**STONEBRIDGE SUBDIVISION**

**A Residential Subdivision**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 18th day of September, 2015, hereby amends and restates in its entirety that certain Declaration of Protective Easements, Covenants, Conditions and Restrictions of Stonebridge Subdivision, Cache County, Utah, originally recorded on October 10, 2006, as Entry No. 928070 in the Cache County Recorder's Office and amended on October 6, 2010 (collectively the "Original Declaration").

**RECITALS**

- A. The Stonebridge Homeowners Association (the "Association"), a Utah non-profit corporation, is the home owners association established pursuant to the Original Declaration.
- B. The Declaration has been presented to the Association for recording after being approved by an affirmative vote of at least sixty-seven percent (67%) of the total votes.
- C. The Association, under Section 3.18 of the Original Declaration, hereby certifies the vote of the Owners approving this amendment.

NOW, THEREFORE, the Original Declaration is amended and restated as follows:

**ARTICLE I**  
**PURPOSE AND EFFECTUATION**

1.01 Purpose. The purpose of this instrument is to provide for the preservation of the value of Lots within Stonebridge Subdivision, a residential development in Cache County, Utah, (the "Development").

1.02 Effectiveness. From and after the effective date hereof: (a) Each part of the Development and each Lot and Unit lying within the boundaries of the Development shall constitute but constituent parts of a single development; (b) The Development shall consist of the Lots which are described and depicted on the Plat, together with such additional Lots as may come into existence pursuant to the provisions hereof relating to annexation or expansion of the Development; (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof; and (d) The initial Plat of the Development shall consist of the instrument identified as Stonebridge Phase 2 Subdivision Plat A, Cache County, Utah, and thereafter recorded concurrently herewith in the Public Records as the same may thereafter be amended.

**ARTICLE II**  
**DEFINITIONS**

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

2.01 "Bylaws" means the Bylaws of the Association as set forth in Exhibit "B" attached to this Declaration, as the same may be supplemented or amended from time to time.

2.02 "Declarant" shall mean individual or entity that is a developer of any phase of the Development, which for Phase 1 is STONEBRIDGE WEST PROPERTIES, LLC, a Utah limited liability company and for Phase 2 is STONEBRIDGE PHASE 2, LLC, a Utah limited liability company. For any future phases of the Development, any individual or entity that records a Plat for an additional phase will be considered a Declarant.

2.03 "Declaration" shall mean this Amended and Restated Declaration of Protective Easements, Covenants, Conditions and Restrictions as the same may be supplemented or amended from time to time.

2.04 "Development" shall mean the Stonebridge Subdivision's development as it exists at any given time.

2.05 "Lot" shall mean and refer to any of the separately numbered, individually described lots within the Development as designated on any Plat and intended for single family residential use, unless indicated otherwise on that Plat.

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2.06 “Mortgage” shall mean any recorded first mortgage or first deed of trust encumbering a Lot; and Mortgagee shall mean the mortgagee or beneficiary named in a Mortgage.

2.07 “Owner” shall mean any person who is the owner of record (as reflected by the Public Records) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner of a Lot unless such party acquires fee title thereto pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

2.08 “Plat” shall refer to each plat that is recorded in connection with the Development.

2.09 “Property” shall mean all land covered by this Declaration. The Property shall consist of the land described on Exhibit “A”, attached hereto.

2.10 “Project” shall mean the Stonebridge project.

2.11 “Public Records” shall mean the office of the Cache County Recorder.

2.12 “Unit” shall mean an attached structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, including anything located within said Unit.

### **ARTICLE III PROPERTY DESCRIPTION**

3.01 Submission. The Property which initially is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property described on Exhibit “A”, attached hereto and made a part hereof.

3.02 Division into Lots. The Development is hereby divided into the number of Lots set forth on each Plat, including any future Plat.

### **ARTICLE IV DUTIES AND OBLIGATIONS OF OWNERS**

4.01 Maintenance and Repairs. Each Owner shall at his own cost maintain his Lot and any improvements constructed thereon in good condition and repair at all times. In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Development.

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4.02 Owners Insurance. Each Unit Owner shall be responsible to procure and maintain in force at his own cost hazard insurance on its Lot, Unit and personal contents and such liability coverage as may be customary in projects such as the Development and which is consistent with each Owner's individual circumstances.

4.03 Transfer of Interests. Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration following such transfer.

4.04 Assessments and Rules Observance. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration and for the observance of the Rules and Regulations promulgated by the Association from time to time pursuant to the Bylaws.

## **ARTICLE V**

### **PROPERTY RIGHTS AND CONVEYANCES**

5.01 Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_ as identified in the Plat recorded in the office of the Cache County Recorder as Entry \_\_\_\_, Map Filing No. \_\_\_\_ contained within Plat \_\_\_\_ of Stonebridge Phase \_\_, Cache County, Utah, SUBJECT TO the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Stonebridge Subdivision, recorded in the office of the Cache County Recorder as Entry \_\_\_\_, Book \_\_\_\_, at Page \_\_\_\_ (as said Declaration may have heretofore been amended or supplemented).

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

5.02 Reservation. Declarant reserves for itself such easements and rights of ingress and egress over, across, through, and under the Property and any improvements thereon as may be reasonably necessary for Declarant (in a manner that is reasonable and consistent with the provisions of this Declaration) to complete development of each of the Lots and all of the other improvements described in this Declaration or in the Plat. If, under the foregoing reservations, the Property or any improvement on the Property is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations provided in this Subsection 5.02 will, unless sooner terminated, expire 10 years after the date on which this Declaration is recorded in the Public Records.

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**ARTICLE VI**  
**USE RESTRICTIONS**

6.01 Residential Use. The Property is zoned residential and is restricted to single family residential use pursuant to applicable provisions of applicable municipal zoning ordinances. Each Lot, Unit and Owner are subject to the uses and restrictions imposed by such zoning, including parking restrictions, and no Lot or Unit shall be used, occupied, or altered in violation of such ordinances or so as to create a nuisance or to interfere with the rights of any other Owner. All Units shall be used for private single family residential purposes. The term "residential" as used herein shall be held and construed to exclude individual room letting or boarding and commercial and professional uses which are not the subject of a permit granted by the applicable municipality pursuant to its then current home occupation ordinance.

6.02 Prohibited Use and Nuisances. The following uses and practices are specifically prohibited:

(a) No Unit or any part thereof shall be used or occupied by any persons not coming within the definition of "Family" as such term is defined by the applicable municipal zoning ordinances.

(b) No lease of any Unit shall be for less than the whole thereof. Leases shall contain a provision that the same are subject to the provisions of this Declaration.

(c) For all Lots in Phase 1, no Unit that has only one (1) story above grade will have less than one thousand four hundred (1,400) square feet of finished living space above grade and split-level or two-story Units must have a minimum ground-level heated living space of one thousand (1,000) square feet, exclusive of attic space, storage lofts, porches and garages.

(d) For all Lots in Phase 2, and any subsequent phases, no Unit will have less than one thousand two hundred (1,200) square feet of finished living space, exclusive of attic space, storage lofts, porches and garages.

(e) All Units and associated structures must be stick framed or of similar construction and must be constructed of new materials.

(f) All Units in Phase 1 must be clad in siding of brick, stone, stucco, cement board or similar materials; no vinyl siding is permitted. Units in all other phases of the Development may be clad in brick, stone, stucco, cement board or similar materials, or vinyl siding.

(g) Units must be constructed on grade or split level with the lowest level floor no more than twenty-four (24) inches below grade.

(h) Private outside television or radio aerials or antennas, or other similar devices for reception or transmission may not extend more than ten (10) feet above the highest part of the roof of the house on the Lot.

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6.03 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provisions, covenants, conditions, or restrictions upon completion of the construction.

## **ARTICLE VII THE ASSOCIATION**

7.01 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the Memberships appurtenant to the Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by the Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from Membership in the Association appurtenant thereto, and any attempted devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's Membership in the Association and rights appurtenant thereto separate to Lot ownership shall be null and void ab initio. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.02 Board of Trustees. Each member of the Board of Trustees will be indemnified and held harmless by the Association against all costs, expenses and fees reasonably incurred by the member in connection with any proceeding to which the member may become involved by reason of being or having been a member of the Board of Trustees. This indemnification does not extend to nor cover actions on the part of any member of the Board of Trustees who intentionally or knowingly violates local, state or federal laws or who clearly acts in bad faith.

7.03 Votes. Each Lot will have one (1) vote associated with that Lot, except that each Lot that is owned by a Declarant will have three (3) votes. The number of votes appurtenant to the Lots, as set forth in this paragraph, shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.

7.04 Amplification. The provisions of this Article VII may be amplified by the Articles and Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

7.05 Liability. As provided in the Original Declaration, no Trustee, nor any individual that has been a Trustee, or a member of any prior design review committee, will be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without

malice by such member or the Committee with actions taken relating to any design review requirements under the Original Declaration.

**ARTICLES VIII  
CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION  
AND BOARD OF TRUSTEES**

8.01 The Common Areas. The Board of Trustees, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive, safe, and sanitary condition, order, and repair. All goods and services procured by the Board of Trustees in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.02 Manager. If desired by the Board of Trustees, the Board of Trustees may retain the services of an experienced, professional Manager to manage the Project. Appropriate fidelity bond coverage shall be required for any employee of the Manager who handles funds for the Association. The Board of Trustees may by written contract delegate in whole or in part to a Manager such of the duties, responsibilities, functions, and powers hereunder of the Board of Trustees as are delegable under the Act. The services of any Manager retained by the Board of Trustees shall be paid for with funds from the Common Expense Fund. Any management agreement or contract providing for services of Declarant for the Project will be terminable by the Board of Trustees for cause upon thirty (30) days written notice thereof, and such Agreement may be terminated by either party without cause and without payment of a termination fee on ninety (90) days written notice. The terms of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

8.03 Miscellaneous Goods and Services. The Board of Trustees may, on behalf of the Association, obtain and pay for the services of such personnel as the Board of Trustees shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board of Trustees may, on behalf of the Association, obtain and pay for the legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration.

8.04 Real and Personal Property. The Association may acquire and hold real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; provided that any acquisition or disposition of any real, personal or mixed property by the Association wherein the value of such property exceeds \$5,000.00 must be approved by a vote of at least fifty-one percent (51%) of the total votes at a meeting duly called for that purpose. All such property, including and facilities located in the Common Area, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

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8.05 Rules and Regulations. The Board of Trustees may make reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established for any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain such damages for noncompliance therewith, as permitted by law. In the event of judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Owner.

8.06 Granting Easements. The Board of Trustees may, without the vote or consent of the owners or of any other person, grant or create, on such terms as it deems advisable, easements, licenses and rights-of-way over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the property maintenance or operation of the Project.

8.07 Implied Rights. This Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### **ARTICLE IX** **ASSESSMENTS**

9.01 Agreement to Pay Assessments. Declarant, for each Lot owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants and each Owner of any Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX.

9.02 Annual Assessments. Annual assessments shall be computed and assessed against all Lots in the Project as follows:

(a) Assessments. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for maintenance and operation of the Common Area. Such estimated expenses may include, without limitation, the following: the expenses of management; all expenses to maintain the Common Area; legal and accounting fees; any deficit remaining from a previous period; creation or an adequate contingency reserve, major maintenance reserve, and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis, and such reserve shall be funded by monthly payments rather than extraordinary special assessments; and any other expenses and liabilities which may be incurred by the Association for the benefit of all the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section 9.02 shall be part of the Common Expense Fund.

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(b) Apportionment. All assessments shall be fixed at a uniform rate for all Lots except that there will be no assessment on Lots owned by Declarant provided that there is no Unit built on that Lot.

(c) Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following; provided the first fiscal year shall begin on the date of this Declaration. On or before December 15 of each year thereafter, the Board of Trustees shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated expenses for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period.

(e) Notice and Payment. Except with respect to the first fiscal year, the Board of Trustees shall notify each Owner as to the amount of the annual assessment against his Lot on or before December 31 each year for the fiscal year beginning on January 1 next following. Each annual assessment shall be payable in twelve (12) equal monthly installments, one (1) such installment due on the first day of each calendar month during the fiscal year to which the assessment relates; provided, however, the annual assessment for the first fiscal year shall be based upon such portion of the first fiscal year. The Owners shall commence payment of the full monthly assessments against their respective Lots no later than sixty (60) days after the conveyance of the first Lot in the Project or phase. All unpaid installments of any annual assessment shall bear interest at the rate of twelve percent (12%) per annum from the date each such installment became due until paid. The failure of the Board of Trustees to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(f) Inadequate Funds. In the event that the Common Expense Fund provides inadequate at any time for whatever reason, including non-payment of any Owner's assessment, the Board of Trustees may on behalf of the Association levy additional assessments in accordance with the procedures set forth herein, except that the vote therein specified shall be unnecessary.

9.03 Special Assessments. In addition to annual assessments authorized by this Article, the Board of Trustees may, on behalf of the Association, levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, Special Assessments, payable over such periods as the Board of Trustees may determine for the purpose of defraying, in whole or in part, the cost of any or any part thereof, or of any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts

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assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payments shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

9.04 Lien for Assessments. All sums assessed to Owners of any Lot within the Project pursuant to the provisions of this Article IX, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Board of Trustees may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Cache County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings (including reasonable attorney's fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Lot in the name of the Association.

9.05 Personal Obligation of Owner. The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

9.06 Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Owner, Mortgagee, or prospective purchaser of a Lot, the Board of Trustees shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current annual assessment and the date or dates upon which installments thereof become due; credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statements shall be conclusive upon the Association in favor of persons who rely thereon in

good faith. In the event that the Board of Trustees fails upon written request to issue such a written statement, any unpaid assessments with respect to such Lot which became due prior to the written receipt of such written request by the Board of Trustees shall become subordinate to a lien held by the person or entity requesting such statement.

9.07 Personal Liability of Purchaser. Subject to the provisions of Section 9.06, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

9.08 Reserves and Working Capital. The Association may establish the following funds:

(a) Capital Reserve Fund. The Association may establish and maintain an adequate capital reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The reserve fund shall be maintained out of regular assessments for common expenses. The purpose of the capital reserve fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to pay the cost of periodic anticipated major repairs or improvements due to normal wear and tear to the Common Areas and facilities. Amounts paid into the capital reserve fund are not to be considered adverse payment of any regular assessment. Each budget shall disclose that percentage of the annual assessment which shall be added to the capital reserve fund and each owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Owner.

9.09 No Assessments on Unsold Lots. Notwithstanding anything to the contrary in this Section, no assessments may be levied against unsold Lots owned by Declarant in the Development.

## **ARTICLE X** **INSURANCE**

10.01 Liability Insurance. The Board may procure and maintain from a company or companies holding a financial rating of Class A or better from Best's Key Rating Guide a policy or policies of public liability insurance to insure the Association, the Board, the Managing Agent and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried in connection with properties of comparable character and usage in the county in which the Development is located nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying

the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The policy shall provide that the policy may not be canceled or substantially modified by the insurer unless it gives at least 30 days' prior written notice thereof to each insured. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

10.02 Additional Insurance; Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Association or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (i) a waiver of the insurer's right of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (ii) that it cannot be canceled, suspended or invalidated due to the conduct of any particular Owner or Owners; (iii) that it cannot be canceled, suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and (iv) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

10.03 Fidelity Coverage. The Association may maintain fidelity coverage to protect against dishonest acts on the part of officers, trustees, managing agents, directors and employees of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. In that event, such fidelity bonds shall: (i) name the Association as an obligee; (ii) be written in an amount based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds (including reserve funds) in the custody of the Association or the Managing Agent at any given time during the term of each bond, but in no event be less than a sum equal to three months' assessment on all Lots plus reserve funds; (iii) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and (iv) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the insured.

10.04 Other Insurance Provisions. All insurance required pursuant to this Article X shall be written by insurers licensed in the State of Utah. Notwithstanding anything in this Article X to the contrary, any insurance required to be obtained by the Association pursuant to this Article X shall be required only to the extent that such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvements or facilities having the same or similar characteristics of the Common Areas or risks being insured.

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**ARTICLE XI**  
**RIGHTS OF MORTGAGEES**

A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot or any other portion of the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage affecting a Lot or any other portion of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give the same is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

**ARTICLE XII**  
**MISCELLANEOUS**

12.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner at the latest address for such person.

12.02 Amendment. This Declaration may be amended upon a vote of at least sixty percent (60%) of the total outstanding votes (as opposed to terminated) with the amendment memorialized by an instrument recorded in the Public Records, which is either executed by the Owners who approved the amendment, or the amendment may be recorded by the Association along with a certification that the required vote approved the amendment. Notwithstanding the forgoing, if there remains land that is subject to this Declaration but it has not yet been divided into Lots, any proposed amendment must also be approved by the owner of that land that is subject to this Declaration that has not yet been divided into Lots.

12.03 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

12.04 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

12.05 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Unit shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12.06 Enforcement of Restrictions. Any Owner or any Mortgagee shall have the right to exercise or seek any remedy at law or in equity to interpret, to enforce compliance with or to obtain redress for violation of this Declaration. The prevailing party in an action for the interpretation of, the enforcement of or to obtain redress for violation of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

12.07 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat shall take effect upon its being filed for record in the Public Records.


12.08 Liability. Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Subdivision or the Declaration, except as specifically set forth in this Declaration or in any agreement for sale of a Lot, and no person may rely upon any warranty or representation not so specifically made.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

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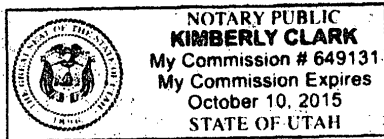
EXECUTED on the day and year first above written.

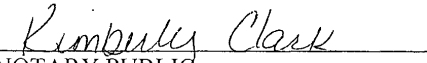
STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.  
a Utah nonprofit corporation

  
By: Neil Anderson  
Its: Trustee

STATE OF UTAH    )  
                          : ss.  
County of Cache    )

On the 16<sup>th</sup> day of September, 2015, personally appeared before me Neil Anderson, the signer of the within instrument, who duly acknowledged to me that he executed the same as a authorized representative of STONEBRIDGE HOMEOWNERS ASSOCIATION, INC. and that the forgoing amended and restated instrument was approved the required percentage of homeowners.



  
NOTARY PUBLIC

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**EXHIBIT A**  
PROPERTY DESCRIPTION

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20,  
TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN THE  
CITY OF NIBLEY, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION;  
THENCE S0°32'01"E 957.00 FEET ALONG THE LONGITUDINAL MID-SECTION LINE  
OF SAID SECTION TO THE POINT OF BEGINNING;  
THENCE S0°32'01"E 1678.21 FEET ALONG SAID MID-SECTION LINE TO THE CENTER  
QUARTER CORNER OF SAID SECTION;  
THENCE S89°54'58"W 1326.78 FEET TO THE CENTER-WEST SIXTEENTH CORNER OF  
SAID SECTION;  
THENCE N0°32'16"W 1683.00 FEET ALONG THE WEST SIXTEENTH LINE OF SAID  
SECTION;  
THENCE S89°52'38"E 1326.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.19 ACRES, MORE OR LESS.

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**EXHIBIT B**  
**BYLAWS**  
**STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I – BOARD OF TRUSTEES**

Section 1.1 General Responsibility. The Property comprising Stonebridge Subdivision (the “Subdivision”) will be managed by a Board of Trustees consisting of three (3) Owners (or Owner’s designee if the Owner is an entity) or Owners' spouses to be selected by the Stonebridge Homeowners Association, Inc. (the “Association”), which is all of the Owners in the Subdivision acting as a group in accordance with the Declaration and these Bylaws. The Board of Trustees has all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration as the same may be amended, and these Bylaws as the same may from time to time be altered or amended; provided, however, subject to the limitations of the Declaration, the Board of Trustees may engage the services of a Managing Agent and fix and pay reasonable fees or compensation therefore; and delegate duties and functions thereto; provided further, that until (i) One Hundred Twenty Days (120) days after the date by which eighty percent (80%) of the Lots have been conveyed to Lot Purchasers, or (ii) after two (2) years from the date of completion of all construction on all phases of the Subdivision, whichever occurs first, each Home Owner by accepting a deed to any Lot irrevocably consents that Stonebridge West, Inc., or its designee, may act as the Managing Agent for the Subdivision and have all the rights, powers, duties and responsibilities conferred upon the Board of Trustees and Managing Agent under the Declaration and these Bylaws. The engagement of a Managing Agent is a financial decision and subject to the limitations contained in the Declaration.

Section 1.2 Operation and Maintenance. The Board of Trustees will be responsible for the control, operation and management of the Subdivision, in accordance with applicable law, the Declaration whereby the Subdivision is established, these Bylaws, and such administrative, management and operational Rules and Regulations as the Board of Trustees or Owners may adopt from time to time as provided in these Bylaws and the Declaration, and all agreements and determinations lawfully made and entered into by the Board of Trustees. The Board of Trustees may, in this connection, provide for the proper and reasonable control, operation and management of the Subdivision and of the maintenance and repair of the Common Areas and facilities appurtenant thereto. The operation of the Subdivision may be conducted for the Board of Trustees by a professional agent or agents, having requisite skills in residential subdivision operations and maintenance.

Section 1.3 Board of Trustees Vacancies. In case of any vacancy in the Board of Trustees, the remaining members may elect a successor to hold office until the next meeting of the Owners Association.

Section 1.4 Officers. The Board of Trustees must appoint or elect from among its membership a chair, a vice chair, secretary and treasurer, who will hold office at the pleasure of the Board of Trustees. The chair of the Board of Trustees, or in the chair’s absence, the vice chair, will preside at all meetings of the Board of Trustees and at all Owners Association meetings. The secretary will take and keep minutes of all meetings. The Secretary will perform

such other services as the Board of Trustees may impose. The treasurer will have the custody and control of the funds of the Board of Trustees, subject to the action of the Board of Trustees, and must, when requested by the chair to do so, report the state of finances of the Board of Trustees at each annual Owners Association meeting and at any Board of Trustees meeting. The treasurer may perform such other services as the Board of Trustees may require. One person may hold office as secretary and treasurer.

Section 1.5 Regular Meetings. A regular meeting of the Board of Trustees must be held immediately after the adjournment of each annual Owners Association meeting at the place at which such Owners Association meeting was held. Regular meetings, other than the annual meeting, will be held at regular intervals and at such places and at such times as the Board of Trustees may from time to time by resolution designate. Notice must be given of regular meetings of the Board of Trustees as provided in Section 3.1 of these Bylaws.

Section 1.6 Special Meetings. Special meetings of the Board of Trustees must be held whenever called by the chair, vice-chair, or by a majority of the Board of Trustees. Written notice of such special meeting must be given not less than 24 hours in advance of the meeting; provided, however, that by unanimous consent of the Board of Trustees, special meetings may be held without call or notice of any time or place.

Section 1.7 Quorum. A quorum for the transaction of business at any meeting of the Board of Trustees consists of the majority of the Board of Trustees then in office.

Section 1.8 Special Committees. The Board of Trustees, by resolution, may designate one or more special committees, each special committee to consist of two (2) or more of the Owners, which exercise the powers in such resolution set forth. Such special committee(s) will have such name or names as may be determined from time to time by the Board of Trustees. Such special committees should keep regular minutes of their proceedings and report the same to the Board of Trustees when required. The chair of the Board of Trustees may appoint persons to fill vacancies on each of special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 1.9 Additional Facilities. The Board of Trustees has the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members, for conducting the business of the Board of Trustees.

## ARTICLE II – MEETING OF HOMEOWNERS ASSOCIATION

Section 2.1 Annual Meeting. The annual meeting of the Owners Association will be held at 7:00 o'clock p.m. on the third Thursday of January each year, at such place as set forth in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting will be held on the next succeeding business day, and provided, further, that the Board of Trustees may, by resolution, fix the date of the annual meeting at such other date as it deems appropriate. At such meeting the Owners will elect members of the Board of Trustees for two (2) year terms, which terms will commence as of February 1; provided, however, that at the first election one (1) of the three Board of Trustees

members should be elected for terms of not more than one (1) year, which terms will commence upon election and expire on the next February 1 after such election, and two (2) of the Board of Trustees members will be elected for not more than two (2) years, which terms will commence upon election and expire on the second February 1 after such election; provided, further, that the term of any duly elected appointed Board of Trustees member will not expire until his or her successor is elected and qualifies.

Section 2.2 Voting. At any meeting of the Owners Association, Owners will be entitled to cast one vote for each Lot owned. However, as provided in the Declaration, the Declarant will have three votes for each Lot as long as Declarant owns Lots in the Subdivision.

(a) Any Home Owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the Home Owner and filed with the Board of Trustees or the Managing Agent. Any designation of an agent to act for a Home Owner may be revoked at any time by written notice to the Board of Trustees or Managing Agent, and will be deemed revoked when the Board of Trustees or the Managing Agent receives actual notice of the death or judicially declared incompetence of such Owner or of the conveyance of such Owner of his or her Lot. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Owners Association, but it will be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant will be entitled to vote with respect to any Lot owned by Declarant.

(b) If a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a Lot against the Owner of the Lot covered by the mortgage, then until the default is cured, the right of the Owner of such Lot to vote shall be transferred to the mortgagee recording the notice of default. Mortgagee shall mean any creditor that holds a first note, a Trust Deed or a Uniform Real Estate Contract on the Lot.

Section 2.3 Meeting. The presence at any Owners Association meeting having a majority of the total votes constitutes a quorum. If a quorum is not present at any meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice of such meeting to all the Owners in accordance with the provisions of Section 4, and at that meeting the presence of Owners holding in excess of thirty percent (30%) of the total votes constitutes a quorum for the transaction of business; but if a quorum is not present at that meeting, the Owners present though less than a quorum, may give notice to all the Owners in accordance with Section 3.2 of these Bylaws of an adjourned meeting, and at that meeting whatever owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power of the Owners present and voting, provided that a quorum is present as provided for above.

Section 2.4 Special Meeting. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose.

Section 2.5 Calls and Notices of Meetings. The calls and notices of all meetings of the Owners must conform to the provisions of Article III of these Bylaws.

Section 2.6 Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the matter of voting, and method of ascertaining those present, will be deemed waived if no objection is made at the meeting.

### ARTICLE III – CALLS AND NOTICES OF MEETINGS

Section 3.1 Annual Meeting of Owners. At least five (5) days (inclusive of the date of meeting) before the date of any annual meeting of the Owners, the secretary must cause a written notice setting forth the time and place to be delivered personally or deposited in the mail, with postage prepaid, addressed to each Home Owner at his or her last post office address as it then appears on the records of the Association.

#### Section 3.2 Special Meetings of Owners.

(a) Special meetings of the Owners may be called by the Board of Trustees, or by one-third (1/3) in number of the Owners. Special meetings may be called by: (i) written notice, signed by a majority of the Board of Trustees, and notice of such meeting will be delivered to each Home Owner in writing at least 48 hours before the time fixed for the meeting; or (ii) Written notice, signed by Owners having one-third (1/3) of the total votes in the Association and delivered to each Home Owner not less than five (5) days before the date fixed for such special meeting.

(b) All notices provided under this Section 3.2 must advise each Home Owner as to the time, place and general purpose of the meeting and must be delivered personally, or mailed, postage prepaid, to each Home Owner at the Owner's last post office address as it appears on the books of the Board of Trustees.

(c) Whenever all of the members of the Association meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members will be necessary if waiver of call and notice is signed by all of the members of the Association who are present.

### ARTICLE IV – RULES AND REGULATIONS

The Board of Trustees has the power to adopt and establish by resolution such building, management, and operational rules as the Board of Trustees may deem necessary for the maintenance, operation, management and control of the Stonebridge Subdivision, and the Board of Trustees may, from time to time by resolution, alter, amend and repeal such rules. When a copy of the rules has been furnished to the Owners, they will be taken to be a part of these Bylaws. Owners must at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules will apply and be binding upon all Owners and/or occupants of the Subdivision.

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Rules and regulations may be altered or amended or abolished at a meeting of Owners properly called and properly voted.

#### ARTICLE V – PAYMENT OF EXPENSES

Section 5.1 Assessments. Each Home Owner must pay the Association the Owner's pro-rata portion of the cash requirements deemed necessary by the Board of Trustees to manage and operate the Stonebridge Subdivision upon the terms, at the times, and in the manner provided in these Bylaws or in the Declaration without any deduction on account of any setoff or claim which the Owner may have against the Association or the Board of Trustees, and if the Owner fails to pay any installment within one (1) month from the time when the same becomes due, the Owner must pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment becomes due to the date of the payment thereof.

(a) The cash requirements above referred to for each year, or portion of the year, are the aggregate amount as the Board of Trustees from time to time determines, in its judgment, is to be paid by all the Owners of Stonebridge Subdivision then in existence to enable the Board of Trustees to pay all estimated expenses and outlays of the Association to the close of each year, growing out of or connected with the maintenance and operation of such land, buildings, and improvements. This sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting and heating, and pool expenses, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, sewer fees, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Trustees under or by reason of the Declaration and these Bylaws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to Stonebridge Subdivision. The Board of Trustees may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The Board of Trustees may include, in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in a previous year, or which might have been included in the case requirements for a previous year, but were not included therein; and also any sums that the Board of Trustees may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or which thereafter accrue although not payable in that year.

(b) The pro-rata portion payable by the Home Owner in and for each year or portion of year will be a sum within the limits and on the conditions provided in these Bylaws bearing to the aggregate amount of cash requirements for such year, or portion of year, determined as set forth above, the ratio of the Owner's Lot to the total of all Lots, and such assessments, together with any additional sums accruing under the Declaration and these Bylaws must be payable yearly in advance, or in such payments and installments as required by the Board of Trustees, and at such times as provided by the Board of Trustees.

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(c) The Board of Trustees have discretionary powers to prescribe the manner of maintaining and operating Stonebridge Subdivision and to determine the cash requirements of the Board of Trustees to be paid as described above by the Owners under the Declaration and these Bylaws. Every reasonable determination by the Board of Trustees, within the bounds of the Declaration and these Bylaws, will, as against the Owner, be deemed necessary and properly made for such purpose.

(d) First mortgagees of all Lots have the right to examine the books and records of the Owners Association.

(e) If a Home Owner at any time lets or sublets the Lot and defaults for a period of one (1) month in the payment of any management assessments, the Board of Trustees may, at its option and so long as such default continues, demand and receive from any tenant or subtenant of the Owner occupying the Lot the rent due or becoming due from such tenant or subtenant to the Owner up to an amount sufficient to pay all sums due from the Owner to the Board of Trustees, and any such payments of such rent to the Board of Trustees will be sufficient payment and discharge of the tenant or sub-tenant as between the tenant or subtenant and the Owner to the extent of the amount so paid. At least five (5) days before demanding payment from a tenant or subtenant of a Lot under this Subsection 5.1(e), the Board of Trustees must provide written notice to the Lot Owner, at the address on record with the Board of Trustees, of its intent to make such a demand upon the tenant or subtenant.

Section 5.2 No Waiver. The omission of the Board of Trustees, before the expiration of any year, to timely fix the management assessments for that or the next year, may not be deemed a waiver or modification in any respect of the covenants, conditions, or restrictions of the Declaration and these Bylaws, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year. The assessment fixed for the preceding year will continue until a new assessment is fixed.

#### ARTICLE VI – RIGHT OF ENTRY

Section 6.1 By Board of Trustees. The Board of Trustees and its duly authorized agents have the right to enter any and all of the Lots in the Subdivision in case of an emergency originating in or threatening such Lot or any other part of the Subdivision, whether the Owner or occupant thereof is present at the time or not. The Board of Trustees and its duly authorized agents also have the right to enter any and all of the Lots at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and facilities of the Subdivision.

Section 6.2 By Home Owner. All Owners and their duly authorized agents and representatives have the right to enter any of the Lots contained within the Subdivision for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located on those Lots; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other Lots in the Subdivision; and provided, further, that the Home Owner affected by such entry must first be notified, if available and if time permits.

**ARTICLE VII – REIMBURSEMENT FOR DAMAGES**

Each Home Owner must promptly perform or cause to be performed all maintenance and repair work within any of the Lots owned by him which, if omitted, will adversely affect the building in which the Lot is located in its entirety, or any part of the Subdivision, and will be liable in damages for any failure on the Owner's part to do so. Each Owner must also reimburse the Board of Trustees for the full value of any repairs or replacements to the Common Areas and facilities made necessary through the negligence or fault, as established by the procedure set out in Section 3.12 of the Declaration, of the Home Owner or the Home Owner's tenants.

**ARTICLE VIII – AMENDMENTS**

These Bylaws may be altered, amended, or repealed by the affirmative vote of fifty-one percent (51%) of the total votes of all Owners in person or represented by proxy at any regular meeting of such Owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

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