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Amended Restrictive Covenants Page 1 of 44  
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By BARNEY & MC KENNA PC



First Amended and Restated Protective

Covenants for Twin Creeks at Stonebridge

**Type of Document**

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

**Recording requested by:**

Deborah Category

**Return to:**

**Name** Deborah Category

c/o Barney McKenna & Olmstead

**Address** 63 South 300 East, Suite 202

**City/State/Zip** St. George UT 84770

**FIRST AMENDED AND RESTATED PROTECTIVE COVENANTS FOR  
TWIN CREEKS AT STONEBRIDGE**

**A RESIDENTIAL SUBDIVISION  
LOCATED IN CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH**

Pursuant to the authority contained in Section 6.1 of the Declaration of Covenants, Conditions and Restrictions of Twin Creeks at Stonebridge which were recorded on October 14, 2005, as Entry No. 978373, in Book 1802, at Pages 1535 et seq. records of the Washington County Recorder, which affects the following described property, hereinafter referred to as the "Property," located in Washington County, State of Utah, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE

Owners of no less than seventy-five percent (75%) of the number of Lots within the property have consented to these Amended and Restated Protective Covenants. The Owners hereby amend, supersede, and restate the Declaration of Covenants Conditions and Restrictions for Twin Creeks at Stonebridge in their entirety to read as follows:

PURPOSE AND INTENT

Owners of the Property desire and intend to protect the value and desirability of the Property as a harmonious and attractive single family residential community. The Property shall be subject to the following covenants, conditions, and restrictions, which, along with the Articles and Bylaws of the Twin Creeks at Stone Bridge Owners Association, provides for a governance structure and a system of standards and procedures for development, maintenance, and preservation of the Property.

DECLARATION

All of the Property in the any Plats recorded for Twin Creeks at Stonebridge has been divided into Lots as shown on said Plats. Any easements indicated on any Plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

All of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions. These covenants, conditions, and restrictions shall run with the Property.

The following **definitions** shall control in these Protective Covenants:

- a. "**Articles**" means and refers to the Articles of Incorporation of Twin Creeks at Stonebridge Owners Association
- b. "**Association**" means Twin Creeks at Stonebridge Owners Association, a Utah non-profit corporation, its successors and assigns.
- c. "**Bylaws**" means and refers to the Bylaws of Twin Creeks at Stonebridge Owners Association.
- d. "**Common Area**" if any is shown on the Plat means all real property (including the improvements thereto and facilities thereon) owned or hereafter acquired by the Association for the common use and enjoyment of the Members and includes that portion of Property owned by the Association, shown on the Plat as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners, and is not dedicated for the use of the general public, except as specifically determined by the Directors. Specifically exempted from Common Area are Lots that are identified on the Plat. Common Area shall also include all land in which the Association has an easement right. At the time of recording these Amended and Restated Protective Covenants no Common Area exists in the Property
- e. "**Developer**" means all the parties who signed the original Declaration reference above, and their heirs, successors, and assigns.
- f. "**Covenants**" or "**Protective Covenants**" means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.
- g. "**Directors**", "**Board of Directors**", or "**Board**" means the governing body of the Association.
- h. "**Lot**" means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes any Common Area, roads, streets and/or parking areas within the Property.
- i. "**Lot Owner**" means and is synonymous with the term "Owner".
- j. "**Member**" means every person or entity with membership in the Association.
- k. "**Mortgage**" includes "deed of trust" and mortgagee includes "trust deed beneficiary."
- l. "**Owner**" means the entity, person, or group of persons owning fee simple title to any Lot that is within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one "Owner." The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is

appurtenant to and may not be separated from Lot ownership.

- m. **"Plat"** or **"Map"** means any subdivision Plat recorded for Twin Creeks at Stonebridge or any replacements thereof, or additions thereto.
- n. **"Properties"**, **"Property"**, or **"Project"** means that certain real property hereinafore described that is subjected to these Covenants, and such additions thereto as may be brought within the jurisdiction of the Association by annexation and subjected to these Covenants as hereafter provided.
- o. **"Residence"** or **"Unit"** means a detached single family dwelling and the Lot upon which it is constructed.
- p. **"Rules"** or **"Regulations"** means and refers to any rules or regulations created by the Board of Directors, pursuant to its authority under the Articles and Bylaws, to govern the Association.
- q. **"Single Family"** or **"Family"** is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law; or not more than three (3) unrelated persons.

#### ARTICLE 1 - USE RESTRICTIONS

1.1 **LAND USE AND BUILDING TYPE.** All Lots shall be used only for single-family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof. The provisions of this section shall not preclude an occupant who is engaged in individual professional work (e.g. accountant, bookkeeper) without external evidence thereof (such as shipping of items or foot traffic from clients), so long as: (i) such occupant conducts its activities in conformance with all ordinances (ii) such business activity is merely incidental to the use thereof as a Residence and (iii) such occupant does not solicit or invite the public to the Lot or residence as part of such business activity.

1.2. **SOILS.** The Developer or its assign has performed a geotechnical/soil test study on the area of the Project in accordance with the City of St. George subdivision ordinance. The Developer has or will improve Lots in accordance with the engineers' recommendations. A Lot purchaser may, at the purchaser's own expense, obtain any additional soils test studies and recommendation on foundation from a Utah registered soils engineer prior to construction. The Architectural Control Committee may require that a Lot Owner obtain a soils test and recommendation on foundation prior to any final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document.

1.3. **CARE AND MAINTENANCE OF LOT.** The Association shall be responsible for maintenance of landscaping in the front yard area of each Lot. An Owner shall be responsible for the maintenance of all other areas of the Owner's Lot, including side and rear yard landscaping, any walls, fences or other barriers that surround the Unit and/or Lot. The Owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that

(a) Any damage caused by such entry shall be repaired at the expense of the Owner whose property was the subject of the repair work which caused the same;

(b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Lot; and

(c) In no event shall said easement be deemed to permit entry into the interior portion of any residence on a Lot.

In the event an Owner fails to perform any maintenance that is the responsibility of the Owner in a manner so as not to detract from the appearance of the Property, or affect adversely the value or use of any other Lot, the Board shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall become a Single Lot Assessment on such Lot as provided in Section 4.8 herein.

1.4. CARE AND MAINTENANCE THAT IS THE RESPONSIBILITY OF THE ASSOCIATION. Twin Creeks at Stonebridge Owners Association shall be responsible for care and maintenance of any Common Areas, Landscape Easements and improvements thereon as shown on the Plat. Any damage caused to Common Areas, Landscape Easements and improvements by any Lot Owner and/or their agents, guests or invitees must be repaired by the Lot Owner as soon as possible after such damage is discovered, and in the event of failure of the Owner to make such repairs, the Association may make such repairs and the expense of such repair shall become a Single Lot Assessment on such Lot as provided in Section 4.8 herein.

Notwithstanding the note that relates to the Landscape Easement along Dixie Drive, that is contained in the Final Plat of Twin Creeks at Stonebridge Phase, 1, recorded October 14, 2005, in Book 1802, at Page 1534, the Association shall be responsible for maintenance of the Easement and landscaping that runs along Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 30 and 31.

1.5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The title holder of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

Any easements indicated on any Plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

1.6. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on

the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

1.7. **MOTORBIKES.** All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Property.

1.8. **WEED CONTROL.** Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of weeds and flammable materials on the Owner's Lot so as to minimize weeds, fire and other hazards to surrounding Lots, Living Units, the Common Area, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of weeds.

1.9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. This includes animals that are not kept within the Lot boundaries of an Owner. No clothes drying facilities shall be placed outside a Residence, nor shall clothes drying or storage of any articles which are visible from any public street be permitted within the Property.

No use of a Lot shall endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

1.10. **SAFE CONDITION.** Without limiting any other provision of these Covenants, each Owner shall maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the safety or reasonable enjoyment of other Owners of their respective Lots.

1.11. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

1.12. **ANIMALS, LIVESTOCK, POULTRY, AGRICULTURE.** No animals, livestock or poultry of any kind may be raised, bred, or kept on any Lot or in any Common Areas except that dogs, cats or other household pets, no more than two (2) in number may be kept in Residences, or upon any Lot. All pets are subject to the rules and regulations adopted by the Board. All dogs, while not in a Residence or in the rear-yard area of a Lot, shall be on a leash. At no time shall dogs be allowed to run free or be unattended while not in the Owner's rear yard. Cats shall not be allowed to roam the neighborhood, nor should be allowed to cause disturbances at night. Dogs and other pets may be kept in rear-yards; provided, however, that a pet owner, being solely responsible for the conduct and actions of his/her pet, shall not allow any pet to disturb the peace, quiet and enjoyment of the Owners or residents within Twin Creeks at Stonebridge. Pets are not allowed to defecate or urinate on Common Areas, front or side yard

landscaping maintained by the Association, or on Lots in the Property. Pet owners shall immediately clean up after their pets.

1.13. **GARBAGE AND REFUSE DISPOSAL.** No Lot or part or portion of the Property, shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property shall be kept only in appropriate garbage containers. No rubbish, trash, papers, junk or debris shall be burned upon the Property.

Each Lot shall use the standard, approved City of St. George trash container for garbage collection, and shall use same in accordance with City policies. Other such containers, as permitted by the City of St. George, may be used. All containers that are used shall be kept in repair and shall not be placed on the street for collection in a broken condition. All trash collection containers shall be kept neatly by Lot Owner's in the rear yard, the garage, or in a screened side yard area. Containers are not to be visible from the street except on collection day.

1.14. **WATER SUPPLY.** Each residence on a Lot shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion of the Property.

1.15. **SEWAGE DISPOSAL.** Each residence on a Lot shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.

1.16. **RULES.** The Board of Directors of the Association shall have the authority to promulgate rules and regulations for the governance of the Property, and persons within the Property. The rules of the Association shall be compiled and copies shall be made available by the Directors for inspection and copying by Owners, at a reasonable time and for a reasonable cost. Notwithstanding the authority of the Board of Directors to promulgate rules and regulations for the Members of the Association, Members shall have the right to redress any rule. To do so, a signed petition, representing not less than fifty-one percent (51%) of all Lot Owners must be submitted to the Board of Directors, stating the rule or rules being redressed, and the reasons therefore. Upon receipt of said petition, the Board shall cause that the rule or rules made subject of the signed petition be placed on the agenda of an Association meeting. The rule or rules shall, at said meeting, then be presented for vote of the Membership. The vote to be called for shall be "Yes" for retention of the rule, or "No", for the elimination of the rule, each rule, if more than one, being voted on separately. In the event the petition suggested a "Modification to a rule(s)" the vote shall be "yes" for the modification of the rule, or "No" for the rejection of the modification. In the event the modification is rejected, the rule in question shall stand. For a standing rule (or rules) to be challenged by a petition vote, as described above, not less than two-thirds (2/3) of the Members must vote to reject the standing rule or to modify the standing rule as indicated on the ballot.

1.17. **BUSINESS AND SALES.** Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for an Owner or Contractor, or its written designee, that owns a minimum of three (3) Lots in the Property, to maintain such facilities and conduct such activities as approved by the Architectural Control Committee and as may be reasonably required, convenient or incidental to the construction of Residences and sale of Lots including



but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

1.18. LEASE OCCUPANCY OR OTHER TEMPORARY OCCUPANCY. No Owner shall lease a Residence for transient or hotel purposes. Timeshare is prohibited. No Residence shall be made subject to any timeshare program, interval ownership, or similar program whereby the right to exclusive use of the Residence rotates among multiple owners or members of a program on a fixed or floating time schedule over a period of years.

An Owner may rent or lease the Owner's Residence to a single family. Any Owner so doing shall comply with the provisions of this Section.

(a) Any temporary or other occupancy, other than by the titled Owner, the Owner's family, friends, and invited guests, must be for a period of at least six (6) months. No Owner may designate as a tenant, a family, friends or invited guests in order to avoid the intent of this Section.

(b) Each such occupancy shall be established between the parties by a written lease/rental/occupancy agreement. A copy of the agreement shall be submitted by the Owner to the Board of Directors. Notwithstanding anything herein, any occupancy that is for a period of longer than two (2) consecutive weeks must comply with the provisions of this Section.

(c) Any lease agreement between an Owner and a lessee/renter shall provide that the terms of the lease shall be subject in all respects to the provisions of these Protective Covenants, the Articles of Incorporation, the Bylaws, and all rules and regulations of the Association. The lease agreement must further provide that any failure by lessee/renter to comply with the terms of such documents and rules and regulations shall be a default under the lease.

(d) Failure of the Owner to provide a copy of a lease/rental agreement to the Association shall result in the Association imposing on the Owner a fine of two-hundred fifty dollars (\$250.00), which shall be a lien upon such Owner's Lot and shall be a Single Lot Assessment as provided in Article 4.

(e) The Association may impose a fifty-dollar (\$50.00) fine on an Owner for each violation by Owner's lessee/renter of these Covenants, the Articles and Bylaws of the Association or any rules or regulations enacted by the Association. Such fine shall be imposed after a ten (10) day notice is given to the Owner of such violation, which notice shall be deemed given on the date such notice is mailed, prepaid, first class U.S. mail, to Owner's address as shown on the County Recorder's ownership records, or by hand delivery to the Owner. The Association may impose an additional fifty dollar (\$50.00) fine on the Owner for each day such violation continues after the ten (10) day notice period provided herein. Any fines imposed by this section shall be a lien upon such Owner's Lot and shall be a Single Lot Assessment as provided in Article 4.

## **ARTICLE 2 - ARCHITECTURAL CONTROL**

### **ARCHITECTURAL CONTROL COMMITTEE.**

- (a) The Architectural Control Committee shall be composed of three members. The Board of Directors of the Association shall elect and appoint members of the Architectural Control Committee, which shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the Property subject to these Covenants.
- (b) The Architectural Control Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The Architectural Control Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to members who have made application to the Architectural Control Committee for approval of plans.
- (c) Unless authorized by resolution of the Board, the members of the Architectural Control Committee shall not receive any compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Architectural Control Committee determines.

2.2. SUBMISSION AND APPROVAL Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, or modification of the natural topography of any Lot, or installation of fences or landscaping elements, approval of the Architectural Control Committee is required. A Member of the Board of Directors should be contacted to obtain an application form for submission of plan approval to the Architectural Control Committee.

- (a) Two (2) complete sets of building plans and specifications shall be filed with the Architectural Control Committee, together with a site or plot plan showing grading, landscaping and all lighting, indicating the exact part of the building site which the improvements will cover, with such a fee as the Architectural Control Committee may determine from time to time, and an application and such supporting material, such as samples of building materials, as the Architectural Control Committee deems necessary. No work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee.
- (b) Said Architectural Control Committee shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

- (c) The Architectural Control Committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.
- (d) In the event said Architectural Control Committee fails to approve or disapprove in writing any such plans within thirty (30) days after the submission thereof to the Architectural Control Committee, then approval shall be deemed to have been given.
- (e) The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The Architectural Control Committee's review of plans shall in no way be concerned with structural or mechanical integrity or soundness.
- (f) The approval of the Architectural Control Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar plans and specifications subsequently submitted.
- (g) Once construction begins on any improvement, landscaping or alterations, which construction has been approved by the Architectural Control Committee, construction shall be diligently pursued to completion. In the event work begins and remains uncompleted for a period of six (6) months, the Association may undertake to complete the exterior work of the construction, and the cost of which shall be a lien against the Lot which benefited from the construction.

2.3 GOVERNMENTAL PERMIT REQUIRED. No Residence, accessory or addition to a Residence, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter.

2.4. ARCHITECTURAL GUIDELINES AND DESIGN RESTRICTIONS. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property:

- (a) Purpose and Intent. The intent of these Architectural Guidelines and Design Restrictions is to encourage a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the Property. These standards allow design latitude and flexibility, while ensuring

that the value of the Property will be enhanced through the control of site planning, architecture and landscape elements.

The Architectural Guidelines serve as an evaluative aid to Owners, builders, design professionals, City staff, the Planning Commission, City Council and the Architectural Control Committee in the design review of individual, private and public developments within the Property. The City of St. George Zoning Regulations will apply for any area of design not addressed in these guidelines.

(b) Permitted Structures. The only buildings or structures permitted to be erected, placed or permitted to be located on any Lot within the Property shall be a single family dwelling placed within the building envelope for each Lot and not to exceed the height requirements found in this section. Each Residence must include a minimum two car, private, enclosed and attached garage. Three car garages are recommended. All construction shall be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of the City of St. George, Utah, in effect from time to time.

(c) Minimum Area. The minimum total square footage of living area of a Residence, exclusive of porches, balconies, patios and garages, shall be as listed on the Twin Creeks Minimum Square Foot Buildings Requirements that is attached hereto as Exhibit B and incorporated herein by this reference.

(d) Setbacks. The following minimum setback standards apply to all Lots. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of such building, whichever is nearer to such Lot line.

Front: Minimum of 25 feet Lot line to structure.

Side: Minimum of 10 feet on one side and 8 feet on the other side. Corner Lots shall have a minimum of 25 feet on each side from the Lot line to the structure.

Rear: Minimum of 20 feet from Lot line to structure.

In no event shall any portion of any building, including eaves or steps, encroach upon any other Lot.

(e) Building Height. Building height shall be measured from the high side of the curb elevation of the Lot to the highest point of the roofline of a Residence. Residences shall not exceed 35 feet in height.

(f) Garages. All residences constructed on a Lot in the Property shall include a fully enclosed, private attached garage, built to accommodate not less than two (2), nor more than eight (8) vehicles. The height of the garage door header shall be limited to the height of the roof line of the house and shall not in any event exceed ten (10) feet, except that (12) feet may be approved by the Architectural Control Committee on a case by case review; one such approval by the Architectural Control Committee shall not constitute a "precedent." Carports are not a substitute for a garage and are not allowed. Exceptions are to be reviewed by the Architectural Control Committee. All garages shall be constructed of the same

exterior materials and in harmony and be architecturally compatible with the residence constructed on the Lot.

Each Owner shall use the garage portion of the Owner's Lot for the storage of motor vehicles. No Owner shall use a garage for any purpose which prevents storing of motor vehicles, unless doing so would not result in additional motor vehicles being stored outside the Owners garage. No Owner shall remodel a garage or use a garage on any Lot for residential purposes.

(g) Driveways and Walkways. Any driveways and walkways shall be constructed of concrete, stamped concrete, pavers or other hard materials as approved by the Architectural Control Committee. In no event shall a driveway or walkway be constructed of dirt, sand, cinders, clay or road base material, or asphalt. Any proposed stamped concrete designs and colors must first be submitted and approved by the Architectural Control Committee. Driveways must provide for sufficient parking space so that at least two (2) vehicles may be parked side-by-side on a driveway.

(h) Parking, Recreational and Other Vehicles. Other than guests or service vehicles that are parked on a short term basis (no longer than forty-eight 48 hours). There shall be absolutely no parking along any curb on any street within the Properties. Any vehicle that is parked in violation of same may be towed without any further notice as soon as reported by any Member or guest of the Association. All parking violations shall be reported to the Association. The owners of the vehicle found to be in violation shall be responsible for all fines and costs associated with such towing as established by the towing company.

Owners shall not park, store, or keep on their driveway or on any street (public or private) within the Property any large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck, or delivery truck); any recreational vehicle (including, but not limited to, any camper, travel trailer, or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or any inoperable vehicle. Camper trucks and similar vehicles up to and including one ton when used for everyday-type transportation may be kept on the Property.

Motorhomes, boats, trailers, campers, and similar recreational vehicles may be parked on the side of a Lot, behind the front setback area, in a screened, gated area, or in an enclosed Garage. Motorhomes, boats, trailers, campers, and similar recreational vehicles may be parked in driveways once every thirty (30) days for a maximum forty-eight (48) hour period to allow for loading or unloading. No Owner shall park, store, or keep anywhere within the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board.

(i) Residence Elevations. Elevations should be consistent with the intended architectural style of the residence and carried around all four elevations of the structure.

(j) Exterior Building Materials. Exterior building construction materials will be limited to materials approved by the Architectural Control Committee.

- (k) Facades. Facades shall be synthetic stucco, masonry, brick or stone, with accents of brick, stone, or such other material as approved by the Architectural Control Committee.
- (l) Roofs and Roofing Materials. Roof pitch, roof height and roofing materials shall be as approved and allowed by the Architectural Control Committee.
- (m) Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project. No reflective exterior surfaces or materials shall be used.
- (n) Colors. Building colors shall be in such colors as may be allowed by the Architectural Control Committee. Colors for windows and doors must be designated on the plans that are submitted to the Architectural Control Committee for approval prior to construction.
- (o) Prohibited structures Dome Structures, Log homes, pre-manufactured homes; prefabricated homes; mobile homes, re-located homes; and earth or berm homes of any type are not allowed.
- (p) Temporary or Other Structures. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall any such structures be erected or placed on the Property at any time. No old or second-hand structures shall be moved onto any of said Lots. It is the intention that all Residences and other buildings to be erected within the Property be new construction, of good quality, workmanship, and materials.
- (q) Accessory Buildings. No storage or utility buildings are allowed unless first submitted to and approved by the Architectural Control Committee. Any approved accessory building must meet City of St. George requirements for zoning, size, etc., and must have the appropriate governmental approval or permit before construction commences. Any approved accessory buildings must be stick built, of a permanent nature, and similar in design and materials so as to be compatible with the Residence on the Lot.
- (r) Fences and Sight Obstructions. No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within the (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. Any fence, wall, hedge, shrub or other structure that is placed along any front property line shall comply with the requirements of the City of St. George for height and other restrictions and shall be approved by the Architectural Control Committee. No fence, wall, hedge, tree, plant, shrub or

foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Control Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to other residents.

- (s) Walls, Fences and Barriers All walls, fences and barriers proposed for construction within the Property shall be approved by the Architectural Control Committee and shall be constructed of such materials and in such colors as approved by the Architectural Control Committee.

All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in good repair by the. Walls or fences constructed on a Lot line between two adjoining Lots should be located and constructed so that they can be used by Lot Owners in each side of such wall, fence or barrier. The Owners of adjacent Lots are responsible for coordinating with a contractor for location of walls between the Lots, and the Owners of Lots sharing a common wall shall be equally responsible for the upkeep and maintenance of any such walls, fences or barriers.

Any damage caused to a common wall by any Lot Owner and/or their agents, guests or invitees must be repaired solely by the offending Lot Owner as soon as possible after such damage is discovered, and in the event of failure of such Owner to make repairs, the Association may make such repairs and the expense of such repair shall become a Single Lot Assessment as provided in Article 4 herein.

- (t) Retaining Walls. Retaining walls are restricted to a maximum height of five (5) feet, unless otherwise approved by the Architectural Control Committee. In the event approval is given for a retaining wall higher than the restrictions herein, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.

- (u) Light used to illuminate patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent Residences and away from the vision of passing motorists. Low-level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). The address numbers for the Lot must be placed on the front of the Residence and there must be adequate lighting for address numbers to be seen.

(v) Antennas. Television, satellite dishes, or other external antennas may be erected, placed, or maintained upon the Property in accordance with the rules and regulations established by the Board. The Association shall be notified prior to the placement and installation of any antenna or satellite dish so that it can be placed in accordance with the Association rules and regulations. Any antenna or satellite dish shall be placed only on the rear facia of a Residence. If good reception is not possible from the rear facia, the Association may allow the antenna or satellite dish to be installed on the side facia of a Residence, as far back from the street as possible to allow for adequate reception. For health and safety reasons, no antenna or satellite dish shall be installed below the facia of any Residence, on the grounds or gardens, nor on the front of any Residence.

- (w) Air conditioning, heating equipment, and soft water tanks must be screened from view so as not to be visible from the streets within the Property, and shall be insulated for sound attenuation. Solar panels, heat pumps and/or air conditioning units are not permitted on roofs or through windows.
- (x) Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring Lots. Exposed piping should be painted to match exterior colors of the Residence structure. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, or circuit breaker boxes are not to be located in the same enclosure with the gas meter and regulator. Enclosures for gas meters and regulators are to be vented in compliance with the Uniform Building Code.
- (y) Mailboxes Cluster Mailboxes, already existing, or which are installed by Developer are the only allowed mail receptacles. The mailboxes shall conform to postal regulations including location, and to the style and construction as set forth in the plans and specifications maintained at the Association office and shall be approved by the Architectural Control Committee. Replacement of cluster-type or shared boxes shall be of a type, style, color and function as the original box. In the event an exact replacement is not available, the Board shall make provisions for a substitute box which the style and location of must be approved by the Architectural Control Committee. The decision of the Architectural Control Committee shall be binding.
- (z) External Apparatus No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of a Residence or any part thereof, or on the outside of windows or doors of a Residence, without the prior written consent of the Architectural Control Committee.
- (aa) Landscaping. All landscaping must be approved by the Architectural Control Committee. Front yard landscaping (to a distance two (2) feet behind the front foundation line of a Residence) will be in place prior to occupancy of a Residence on a Lot.

Within three (3) months after issuance of a certificate of occupancy for a Residence an Owner must have completed the approved landscaping in the side and rear portions of the Lot. All side and rear-yard landscaping shall be done appropriately with xeriscaping to facilitate water conservation, lawn areas or accents, trees, shrubs, planting beds, etc. All side and rear-yard landscaping must include a clock-controlled irrigation system, access to which is located on the exterior of the Residence, to facilitate access by the Association during maintenance or emergencies and/or the absence of the Owner. All side and rear-yard landscaping shall be maintained by each Lot Owner at a reasonable standard compatible with front yard maintenance performed by the Association, and with other Residences in the Project. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets, in accordance with local ordinances. In the event an Owner or Owner's contractor damages the front yard landscaping of any Lot while completing the side and



rear-yard landscaping, the Lot Owner, at his/her own expense, shall restore the front yard landscaping to its original condition.

Failure by the Lot Owner to complete side and rear yard landscaping as provided in this section may result in the following action. The Association shall notify the Lot Owner that a violation has occurred. This notification shall be in writing and delivered to the Owner by certified mail. The Association may levy a Five Hundred Dollar (\$500.00) fine against a Lot Owner notified of violation of this provision. The fine shall be deemed a Single Lot Assessment and shall be a charge against the Owner and shall be a lien on the Lot as provided in Article 4. The Lot Owner shall have 30 days from the date of receipt of Notification to complete the side and/or rear yard landscaping of the Lot. Failure by the Lot Owner to complete the side and/or rear yard landscaping within the allotted 30 days shall result in an additional One Hundred Dollar (\$100.00) fine, to be levied each and every month until the landscaping is complete. Said fine or fines, as levied, shall be a charge against the Owner and shall be a continuing lien on the Owner's Lot as provided in Article 4.

Notwithstanding the above provisions, the Architectural Control Committee may extend the time frame an Owner has in which to complete the side and rear-yard landscaping of a Lot, and any such extension will be determined on a case-by-case basis.

(bb) Planting and Gardening No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

(cc) Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot Owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property.

(dd) Lateral and Subjacent Support and Drainage. Any Owner who conducts activities that affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. An Owner shall be solely responsible for all damage proximately caused by drainage from the Owners Lot to adjacent landowners.

(ee) Signs; Commercial Activity Signs; Restrictions; Commercial Activity. Except for signs posted indicated Lot number, or for one "For Sale" sign of not more than four (4) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Properties. For rent signs are not allowed at any time on any portion of the Property or on a Lot or in the window of a Residence. No

commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties.

The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of a contractor who owns at least three (3) Lots for sale to a third-party. Such permitted signs shall be limited to a size of not more than sixteen (16) square feet, and shall be removed upon sale of the Lot.

The foregoing restrictions shall not apply to the commercial activities, signs and billboards of the Association in furtherance of its powers and purposes set forth hereinafter and in the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time. Such permitted signs shall be limited to a size of not more than sixteen (16) square feet.

- (ff)  Pools and Spas . Swimming pools and spas are allowed in the Property, upon the prior written approval from the City of St. George, the Utah Department of Health, and the Architectural Control Committee. An Owner who has written approval for a pool or spa may not commence construction without first entering into an indemnification agreement with the Association that will indemnify the Association for claims, damages, or any other such matters involving said pool or spa.

2.5. **Construction and Contractor Provisions.** In order to promote a harmonious community development and protect the character of the Property, the following guidelines are applicable to the Property:

- (a) Completion of Construction. The construction of any building on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be completed and a certificate of occupancy issued within nine (9) months after such commencement.
- (b) Building Materials Storage. No Lot, part or portion of the Property shall be used or maintained as storage for building materials except during a construction phase. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.
- (c) Landscaping. Front yard landscaping shall be complete prior to issuance of a certificate of occupancy for a Dwelling on a Lot.
- (d) Soils Test. The Developer or its assign has performed a geotechnical/soil test study on the area of the Project in accordance with the City of St. George subdivision ordinance. The Developer has or will improve Lots in accordance with the engineers' recommendations. A Lot purchaser may, at the purchaser's own expense, obtain any additional soils test studies and recommendation on foundation from a Utah registered soils engineer prior to construction. The Architectural Control Committee may require that a Lot Owner obtain a soils test and recommendation on foundation prior to any final approval. Furthermore, the Architectural Control Committee may condition final approval following the recommendations set forth in the soils test document.

- (e) Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner and/or their agents of any particular Lot in the Property must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Owner.
- (f) Maintenance of Lot During Construction. Contractors, subcontractors and/or owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the streets within the Property must be cleaned up within twenty-four (24) hours by the contractor, subcontractor, and/or owner/builder. The Architectural Control Committee may levy up to a Five Hundred Dollar (\$500) fine against a violator of this subsection (and/or the Owner of the Lot for each day of a continuing violation. The fine shall be treated as a Single Lot Assessment as provided for in Article 4 herein.

### **ARTICLE 3 – OWNERS ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS**

3.1. CREATION OF OWNERS ASSOCIATION. An Owners Association named Twin Creeks at Stonebridge Owners Association is or will be created. Every Owner of Lot within the Property subject to these Covenants shall be a Member of the Association. Each subsequent Owner automatically becomes a Member of the Association upon acquisition of a Lot. Upon disposition of a Lot such Owner's membership automatically terminates and the membership interest in the Association is transferred to the new Owner of said Lot. Mortgage holders or other equitable holders of rights shall not be members of the Association.

3.2. VOTING RIGHTS. Each Owner of a Lot within the Property shall be a Member of Twin Creeks at Stonebridge Owners Association by virtue of these Covenants.

The Association shall have one class of voting membership.

CLASS A. Class A Members are all Members. Class A Members are entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, the group shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

3.3. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors. The Board shall consist of at least three (3) Directors, or more, as provided in the Bylaws. The Board will be selected in accordance with the Bylaws of the Association. All power and authority of the Association is exercisable by the Board of Directors.

3.4. BYLAWS. The Bylaws of the Association may be amended as set forth therein. In the event any provision of the Bylaws is inconsistent with the provisions of this Declaration, the provisions of the Declaration shall control.

3.5. POWERS AND DUTIES OF THE ASSOCIATION. The Association by action of the Board of Directors on behalf of the Association shall have the duties and powers contained in the Bylaws of the Association, or such other duties as it expressly assumes. The Association shall have the responsibility for operating, maintaining, and replacing all Association property. The Association shall be responsible for adopting rules and regulations governing utilization of the Association property (subject to the limitations contained herein). To the extent needed to the Association, the Association shall be obligated to accept ownership of all Association property including amenities designated on any recorded Plat of any portion of Twin Creeks at Stonebridge that is made subject to the terms and provisions of these Covenants.

#### **ARTICLE 4 -- FINANCES AND OPERATIONS**

4.1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Owner of any Lot, by acceptance of a deed or conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to Twin Creeks at Stonebridge Owners Association assessments or charges and interest, costs of collection and a reasonable attorney fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the assessment fell due and (b) successors-in-title who took title when assessments were delinquent.

4.2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used by the Association for the improvement, maintenance, repair and preservation of the landscaping in the front and side yard areas of each Lot, and Common Area if any is shown on the Plat. The assessments must provide for but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the Common Areas, the payment of cost of repairing, replacing and maintaining the landscaping in the front and side yard areas of each Lot; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of the Common Areas which must be replaced on a periodic basis; and other amounts required that the Directors shall determine to be necessary to meet the primary purposes of the Association.

4.3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 following recording of these Covenants, the Maximum Annual Assessment for Lots on which a Residence has been constructed shall be One Thousand Two Hundred Dollars (\$1,200.00) per Lot. This amount shall be the basis of calculation for future maximum annual assessments and may be collected on a monthly, quarterly or annual basis, as determined by the Directors.

(i) From and after the date referred to above the maximum annual assessment may be increased each year by fifteen percent (15%) above the maximum assessment for the previous year, without a vote of the membership.

(ii) The Association may change the basis and maximum of the assessments fixed by this Section beyond fifteen percent (15%) prospectively for any annual period

provided that any such change shall have the assent of two-thirds (2/3) votes of Members, voting in person or by proxy, at a meeting duly called for this purpose.

4.4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area. Special assessments must have the assent of two-thirds (2/3) votes of Members voting in person or by proxy, at a meeting duly called for this purpose. In the event the Board deems a special assessment necessary, and the cost of the special assessment is less than ten percent (10%) of the Association annual budget for the preceding year, then the Board may authorize and pass such a special assessment without the need for any approval by or any vote of the membership.

4.5. ADDITIONAL ASSESSMENTS. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other Common Area from the activities of City of St. George (the "City") or other utility provider in maintaining, repairing or replacing the utility lines and facilities thereon. It is acknowledged that the ownership of said utility lines, underground or otherwise, is in the City or other utility provider up to and including the meters for individual units, and that they are installed and shall be maintained to City or utility provider specifications.

4.6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4.3, 4.4, and 4.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3, 4.4 or 4.5 above shall be sent to all Members not less than thirty (30) days, no more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast two-thirds (2/3) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7. EMERGENCY ASSESSMENTS. Notwithstanding anything contained in these Protective Covenants, the Board of Directors, without Member approval, may levy Emergency Assessments or increase Annual Assessments or levy Special Assessments for an emergency situation. An emergency situation is one in which the Board finds:

- (1) an expenditure, in its discretion, required by an order of a court, or to settle litigation;
- (2) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (3) an expenditure necessary to repair, maintain or cover actual Association expenses for the Properties or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget, (for example: increases in utility rates; landscape or maintenance contract services; etc).

Provided, however, that prior to the imposition or collection of any Assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the Assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense, increase, the Assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment.

4.8. SINGLE LOT ASSESSMENT. The Association may also levy a special assessment against any Owner and Member's Lot to reimburse the Association for costs incurred in bringing a Member and Member's Lot into compliance with the provisions of these Covenants. The single lot assessment may be levied upon the vote of the Board after notice and the opportunity to be heard.

4.9. UNIFORM RATE OF ASSESSMENT; PERIODIC ASSESSMENT. Assessments must be fixed at a uniform rate for all Lots.

4.10. EXEMPT PROPERTY The following property subject to these Protective Covenants is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority.
- (b) All Common Areas.

4.11. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The assessments provided for herein shall commence to accrue upon issuance of a certificate of occupancy for a Residence on a Lot. The first assessment shall be adjusted according to the number of months remaining in the calendar year. In the absence of a determination by the Directors as to the amount of said assessment, the assessment shall be an amount equal to 90% of the maximum assessment provided above.

At least thirty (30) days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

The Directors shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.12. EFFECT OF NON-PAYMENT OF ASSESSMENT—REMEDIES OF THE ASSOCIATION. Any assessment or installment thereof not paid within ten (10) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall set by resolution) until paid. In addition, a late fee of \$25.00 for each delinquent installment shall be imposed.

The Directors may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of

assessment, or (b) may foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent Lot Owner.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee.

A power of sale is hereby conferred upon the Association that it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of the Lot.

4.13. **SUBORDINATION OF THE LIEN TO MORTGAGES** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to payments that became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

4.14. **BOOKS, RECORDS AND AUDIT.** The Association shall maintain current copies of the Protective Covenants, Articles, Bylaws, Rules and Regulations, and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

#### **ARTICLE 5 - INSURANCE**

5.1. **INSURANCE ON LOTS AND RESIDENCES.** THE ASSOCIATION HAS NO DUTY OR RESPONSIBILITY TO PROCURE OR MAINTAIN ANY FIRE, LIABILITY, FLOOD, EARTHQUAKE OR SIMILAR CASUALTY COVERAGE FOR LOTS OR RESIDENCES, OR FOR THE CONTENTS OF ANY RESIDENCE. THE ASSOCIATION ALSO HAS NO DUTY TO INSURE AGAINST ANY NEGLIGENT ACTS OR EVENTS OCCURRING AT, IN OR ON ANY LOT OR IN ANY RESIDENCE.

5.2. **ASSESSMENTS.** Funds for insurance, as required, to be maintained by the Association shall be provided for from annual assessments as allowed by Article 4.

5.3. **REQUIRED INSURANCES.** The Association shall secure and at all times maintain the following insurance coverages:

(1) **Multi-peril Coverage.** A multi-peril type policy covering any Common Area and facilities, if any. Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious



mischievous, windstorm, fire, earthquake, hailstorm, water damage, and such other risks as customarily are covered with respect to projects similar to this Project in its construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy, but not less than 100% of the full insurable value (based upon replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent. In the event the Developer has not provided any Common Area, this coverage shall not be required.

(2) Broad-form Public Liability Coverage. A comprehensive policy insuring the Owners, the Association, its Directors, officers, agents and employees against all damage or injury caused by their negligence to the public, invitees, tenants or Owners on the Common Area. Limits of the liability under such coverage shall not be less than \$ 1,000,000 for all claims for personal injury or property damage, or both, arising out of a single occurrence. Such policy or policies shall be issued on a comprehensive liability basis, shall provide that cross-insurers as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the development because of negligent acts of the Association or others. In the event the Developer has not provided any Common Area, this coverage shall not be required.

(3) Fidelity Coverage. A fidelity policy or policies to protect against dishonest acts on the part of any Director, officer, manager, employee of the Association and all others, including volunteers, who handle or are responsible for handling funds of the Association. The fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than 100% of the reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of employee or similar expression.

**5.4. ADDITIONAL PROVISIONS.** The following additional provisions shall apply with respect to insurance:

(1) Approval of Policies. All insurance policies shall be written by a reputable company approved by the Board of Directors.

(2) Contribution. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by any individual Owners or their mortgagees.

(3) Flood Insurance. In the event that some part of the Project is now or may in the future be classified by the Housing and Urban Development as an area having special flood hazards, a blanket policy of flood insurance on the flood areas may, at the election of the Board, be maintained in an amount customarily required in projects of this type to ensure against flood damage.

(4) Premiums Maintained in the Name of the Association as Trustee. Premiums for all insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the Owners.

(5) Review of Insurance Policies. The Board of Directors shall periodically, and whenever demand is made by twenty percent (20%) or more of the Members, review the adequacy of the Association's insurance program and shall report in writing the conclusions and actions of any mortgagee of any Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board of Directors shall be available for inspection by the Owners.



(6) Rebuilding After Damage or Destruction. In the event of damage or destruction by fire or other casualty to any Common Area covered by insurance written in the name of the Association as trustee for the Owners, the Board of Directors shall, upon receipt of insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the Property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, whose accounts are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by the signatures of at least two (2) members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors. The contractors shall be required to provide a full performance and payment bond for the repair, construction, or rebuilding of destroyed property. In the event the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, or both, to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners in such proportions as the Board of Directors deems fair and equitable in light of the damage sustained.

#### **ARTICLE 6 – GOLF COURSE PROVISIONS**

6.1. GOLF BALLS, DISTURBANCES AND NUISANCES. Each Owner acknowledges that the Owner's Lot may be located adjacent to or near one or more golf courses and related facilities and that golf course related activities, such as regular course play, may be held at the golf courses. Each Owner acknowledges that the location of the Owner's Lot may result in nuisances or hazards to persons and property on or around such Lot as a result of golf course operations and golf course related activities, including, without limitation, the following:

(a) Regular golf course play insofar as golf balls are not susceptible of being easily controlled and accordingly may enter an Owner's airspace, and strike an Owner, the Owner's guests, the Owner's home itself, walls, roof, windows, landscaping, and personal property causing personal injury and property damage;

(b) Maintenance activities, including but not limited to lawn mowing at early or late hours, and the use of fertilizers, chemicals, and pesticides; and

(c) Overspray from watering.

6.2. RELEASE AND INDEMNIFICATION. Each Owner covenants for himself and the Owner's successors and assigns that the Owner shall and hereby does assume all risks associated with such location, including, but not limited to, the risk of property damage, personal injury, or other loss arising from stray golf balls or actions incidental to such golf course related activities and releases and shall indemnify and hold harmless the Developer, the Architectural Control Committee, the Association and their successors, heirs, assigns, employees or agents from any liability, claims or expenses, including attorney fees, arising from such property damage, personal injury, or other loss.

#### **ARTICLE 7 - DURATION, ENFORCEMENT, AMENDMENT**

7.1. DURATION OF RESTRICTIONS. The covenants and restrictions contained herein shall run with and bind the Land for a period of fifty (50) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants

and restrictions contained herein may be modified, amended or repealed in whole or in part only by the Developer or its successor or assigns by a written recorded instrument.

7.2. AMENDMENT. The covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than the Owners of two-thirds (2/3) of the Lots, provided that all signatures must be notarized and obtained within a 180 day period. Written notice of any such proposed amendment shall be sent to every Owner of any Lot, part or portion of the Property at least 30 days in advance.

7.3. NOTICES. Any notice required under the provisions of this document to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner.

7.4. CONSTRUCTION AND SEVERABILITY. All of the restrictions, covenants and conditions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

7.5. VIOLATION CONSTITUTES NUISANCE. Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer, the Association, or a Lot Owner or Owners. Remedies hereunder shall be deemed cumulative and not exclusive.

7.6. ENFORCEMENT. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Association and of the Lot Owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of, and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Association or Lot Owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The Architectural Control Committee may levy a fine or penalty not to exceed 50% of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorneys' fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Lot Owner, enforceable at law until such payment therefore is made.

7.7. RIGHT TO ENFORCE. The provisions contained in these Covenants shall bind and inure to the benefit of and be enforceable by the Association or Lot Owners, and each of their legal representative, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

The Written Consent of Owners representing at least seventy-five percent (75%) of the Lots in the Property have attached a written Consent to the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge.

EXHIBIT A

[legal description for Twin Creeks at Stonebridge Phases 1, 2 and 3]

Legal Description for Twin Creeks at Stonebridge  
Phase 1

Tax ID No. ~~SC~~ TCSB-1

Beginning at a point on the section line, said point being on the west line of Dixie Drive as found on file at the Washington County Recorders office as Entry No. 249075, said point also being North 89°19'50" West 40.00 feet along the section line from the East Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 00°27'50" West 82.48 feet along the westerly line of said Dixie Drive;  
thence southerly 275.68 feet along said westerly line along an arc of a 972.15 foot radius curve to the left (center bears South 89°32'10" East long chord bears South 67°39'37" East 274.76 feet with a central angle of 16°14'53");

thence leaving said westerly line of Dixie Drive and running South 00°39'24" West 55.49 feet;

thence North 89°20'29" West 14.74 feet;

thence South 47°51'22" West 64.22 feet;

thence South 22°10'44" West 39.09 feet;

thence South 01°51'50" West 77.55 feet;

thence South 17°01'33" East 65.42 feet;

thence South 00°55'39" East 102.17 feet;

thence South 02°10'42" West 7.51 feet;

thence North 89°20'29" West 137.41 feet;

thence South 00°39'31" West 10.50 feet;

thence North 89°20'29" West 459.42 feet;

thence North 18°21'34" West 169.38 feet;

thence North 01°36'40" West 90.00 feet;

thence North 88°47'58" West 149.70 feet;

thence North 00°39'31" East 131.17 feet;

thence northerly 71.94 feet along an arc of a 525.00 foot radius curve to the right (center bears South 89°20'29" East long chord bears North 04°35'03" East 71.89 feet with a central angle of 07°51'05");

thence North 08°30'36" East 46.06 feet;

thence North 89°20'29" West 94.62 feet;

thence North 00°39'31" East 100.00 feet;

thence North 06°44'37" East 50.28 feet;

thence North 00°39'31" East 100.02 feet to the section line, said point also being on southerly line of Sunset Plateau Phase 3;

thence South 89°19'50" East 898.65 feet along the section line and said southerly line to and along the southerly line of Stardust Drive to the Point of Beginning.

Containing 589,312 square feet or 13.529 acres.

Legal Description for Twin Creeks at Stonebridge  
Phase 2 Amended and Extended

Tax ID No. <sup>SG</sup> TCSE-2

Beginning at the southeast corner of Twin Creeks at Stonebridge Phase 1, said point being South 00°39'21" West 738.70 feet along the section line and West 55.34 feet from the East Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 02°10'42" West 373.02 feet;  
thence South 26°31'26" West 41.14 feet;  
thence South 46°41'11" West 71.52 feet;  
thence South 64°39'09" West 55.72 feet;  
thence South 80°25'20" West 56.61 feet;  
thence South 88°18'26" West 256.76 feet;  
thence South 85°49'21" West 26.23 feet;  
thence South 73°42'41" West 58.63 feet;  
thence North 47°09'17" West 110.47 feet;  
thence North 34°14'28" West 70.43 feet  
thence North 47°52'02" East 25.00 feet;  
thence North 42°07'58" West 176.84 feet;  
thence North 27°59'03" West 126.27 feet;  
thence North 37°12'39" West 10.14 feet;  
thence North 62°00'59" East 101.64 feet;  
thence northerly 530.60 feet along an arc of a 670.00 foot radius curve to the right (center bears North 62°23'12" East long chord bears North 13°28'39" West 327.26 feet with a central angle of 28°16'19");  
thence North 00°39'31" East 1.28 feet to the southwest corner of Twin Creeks at Stonebridge Phase 1, and running the following (6) courses along the southerly line of said Twin Creeks at Stonebridge Phase 1;  
thence South 88°47'58" East 149.70 feet;  
thence South 01°36'40" East 90.00 feet;  
thence South 18°21'34" East 169.38 feet;  
thence South 89°20'29" East 459.42 feet;  
thence North 00°39'31" East 10.50 feet;  
thence South 89°20'29" East 137.41 feet to the Point of Beginning.

Containing 375,323 square feet or 8.616 acres.

Legal Description for Twin Creeks at Stonebridge  
Phase 3

Tax ID No. ~~SA~~ TCSB-3

Beginning at a point on the center section line, said point being the Northwest corner of TWIN CREEKS @ STONEBRIDGE PHASE 1 and a point on the South line of SUNSET PLATEAU PHASE 3, said point also being North 89°19'50" West 938.65 feet along the section line from the East Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running; thence Southerly the following (7) courses along the Westerly line of TWIN CREEKS @ STONEBRIDGE PHASE 1; thence South 00°39'31" West 100.02 feet; thence South 06°44'37" West 50.28 feet; thence South 00°39'31" West 100.00 feet; thence South 89°20'29" East 94.62 feet; thence South 08°30'36" West 46.06 feet; thence Southerly 71.94 feet along an arc of a 525.00 foot radius curve to the left (center bears South 81°29'24" East long chord bears South 04°35'03" West 71.89 feet with a central angle of 07°51'05"); thence South 00°39'31" West 132.45 feet along said Phase 1 and to and along TWIN CREEKS @ STONEBRIDGE PHASE 2; thence Southerly 330.60 feet along an arc of a 670.00 foot radius curve to the left (center bears South 89°20'29" East long chord bears South 13°28'39" East 327.26 feet with a central angle of 28°16'19"); thence South 62°00'59" West 101.64 feet; thence North 37°12'06" West 104.43 feet; thence North 04°47'17" East 64.99 feet; thence North 27°08'11" West 120.76 feet; thence North 00°39'31" East 255.37 feet; thence North 26°55'53" West 97.50 feet; thence North 89°20'29" West 66.06 feet; thence North 34°53'18" West 125.64 feet; thence Northwesterly 40.59 feet along an arc of a 50.00 foot radius curve to the right (center bears North 31°51'09" East long chord bears North 34°53'18" West 39.49 feet with a central angle of 46°31'06"); thence North 33°11'42" West 163.43 feet to said center section line, said point also being the Southerly line of SUNSET PLATEAU PHASE 3, thence South 89°19'50" East 345.19 feet along the Southerly line of said SUNSET PLATEAU PHASE 3 to the Point of Beginning

EXHIBIT B

[Twin Creeks Minimum Square Foot Building Requirements]



# TWIN CREEKS

## MINIMUM SQUARE FOOT BUILDING REQUIREMENTS

**LOT NUMBERS: 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 24, 30, and 31:**

**Single Level: 2,000 square feet minimum**  
**Two Level: Main Floor: 1,800 square feet minimum**  
**Total: 2,800 square feet minimum**  
**Garage: 3-Car Garage**

**LOT NUMBERS: 32, 35, 36, 37, 44, 45, 46, 47, and 57:**

**Single Level: 2,500 square feet minimum**  
**Two Level: Main Floor: 1,800 square feet minimum**  
**Total: 3,000 square feet minimum**  
**Garage: 3-Car Garage**

**LOT NUMBERS: 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, and 77:**

**Single Level: 2,500 square feet minimum**  
**Two Level: Main Floor: 2,500 square feet minimum**  
**Total: 3,500 square feet minimum**  
**Garage: 3-Car Garage**

**LOT NUMBERS: 59, 72, 74, 75, 81, and 82:**

**Single Level: 3,000 square feet minimum**  
**Two Level: Main Floor: 2,700 square feet minimum**  
**Total: 4,000 square feet minimum**  
**Garage: 3-Car Garage**

**PRICES AND INFORMATION EFFECTIVE MAY 1, 2007.**

Current pricing and information supercedes all previous pricing and information, and is subject to change without notice.  
All square footage is approximate. Artists drawings and renderings are conceptual and may vary from final design.

EXHIBIT C

[owner consents]





**CONSENT**

The undersigned owner(s) of Lot(s) 42  
Twin Creeks at Stonebridge Phase 1, hereby:

1. Waive the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1892, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 6/14/07

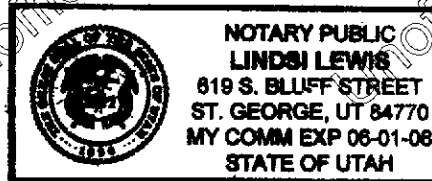
OWNER(S)  
STACEY & ALISA DUNN

*[Handwritten Signature]*

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 14 day of June, 2007, before me personally appeared Dunn P. Alisa, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC



**CONSENT**

The undersigned owner(s) of Lot(s) 48,  
Twin Creeks at Stonebridge Phase I, hereby:

1. Waive the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 6/7/07

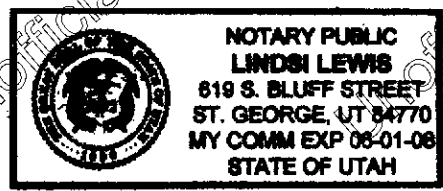
OWNER(S)  
Tom Coupe

Tom Coupe

STATE OF Utah )  
COUNTY OF Washington ) ss.

On this 7th day of June, 2007, before me personally appeared TOM Coupe, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

~~NOTARY PUBLIC~~



**CONSENT**

The undersigned Owner(s) of Lot(s) 39 & 2, Twin Creeks at Stonebridge,  
Phase 3, hereby:

1. Waives the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802 Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 6-21-07

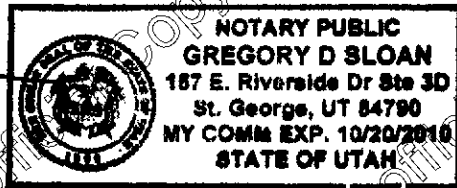
OWNER(S)

[Handwritten Signature]

STATE OF UTAH ) ss.  
COUNTY OF WASHINGTON

On this 4th day of June, 2007, before me personally appeared Michael E. Barbay, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC



**CONSENT**

The undersigned Owner(s) of Lot(s) 22, Twin Creeks at Stonebridge,  
Phase 3, hereby:

1. Waives the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 6-4-07

OWNER(S)

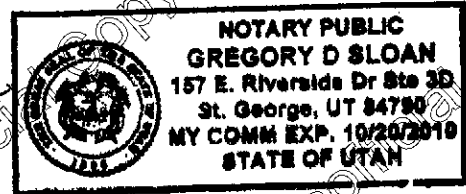
*[Handwritten Signature]*

STATE OF UTAH  
COUNTY OF Washington ) ss.

On this 4 day of JUNE, 2007, before me personally appeared Jared W. Bradburn, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC

*[Handwritten Signature]*





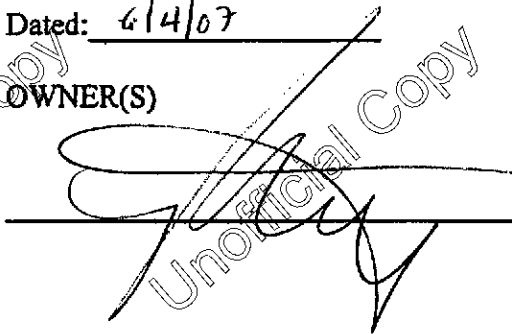
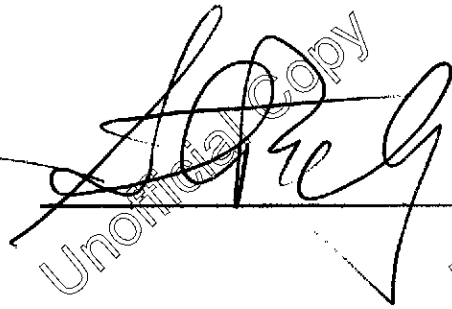
**CONSENT**

The undersigned Owner(s) of Lot(s) 21, 23, 53, 54, 55, Twin Creeks at Stonebridge,  
Phase 3, hereby:

1. Waives the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 6/14/07

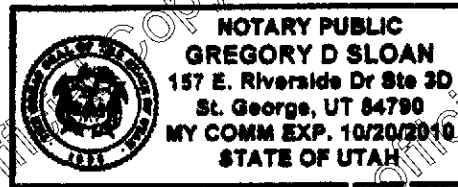
OWNER(S)

  
  
 \_\_\_\_\_

STATE OF UTAH ) ss.  
COUNTY OF WASHINGTON

On this 14 day of June, 2007, before me personally appeared STEVEN BRADBURY and [unclear], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC



**CONSENT**

The undersigned Owner(s) of Lot(s) 3, Twin Creeks at Stonebridge,  
Phase 3, hereby:

1. Waives the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 06/04/07

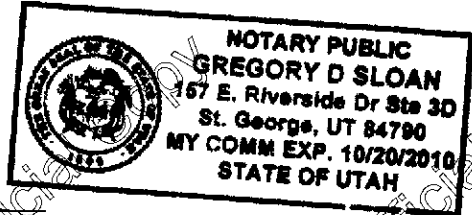
OWNER(S)

Kenn E. Bradley V.P.

STATE OF UTAH  
COUNTY OF WASHINGTON ) ss.

On this 4 day of JUNE, 2007 before me personally appeared Kenn E. Bradley, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

NOTARY PUBLIC



**CONSENT**

The undersigned owner(s) of Lot(s) 4-5-6-7-8-9-10-11-13-14-15-16-17-18-19-24-30-31-32-34-35-36-37-38-44-45-46-47, Twin Creeks at Stonebridge Phase I, hereby:

1. Waive the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 5-31-07

OWNER(S)

TWIN CREEK PROPERTIES, LC

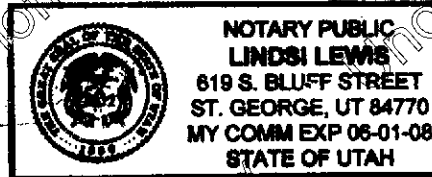
By: 

STATE OF Utah )

COUNTY OF Washington ) ss.

On this 4 day of June, 2007, before me personally appeared Kim Ence, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

  
NOTARY PUBLIC



**CONSENT**

The undersigned owner(s) of Lot(s) 57-59-62-63-64-65-66-67-68-69-70-71-72-74-75-76-77-79-81-82, Twin Creeks at Stonebridge Phase II, hereby:

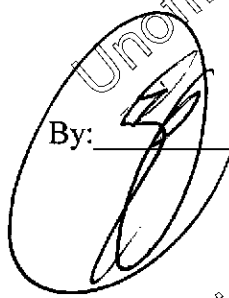
1. Waive the 30 day period provided for in Section 6.1 of the original Declaration of Covenants Conditions and Restrictions of Twin Creeks at Stonebridge that were recorded October 14, 2005, as Entry No. 978373, Book 1802, Page 1535;
2. Consents to recording of the foregoing Amended and Restated Protective Covenants for Twin Creeks at Stonebridge; and
3. Agree to be bound by the same.

Dated: 5-31-07

OWNER(S)

TWIN CREEK PROPERTIES, LC

By: \_\_\_\_\_



STATE OF Utah )

COUNTY OF Washington ) ss.

On this June 4 day of June, 2007 before me personally appeared Kim Enee, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

