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**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONEFIELD VILLAGE TOWNHOMES  
A UTAH PLANNED RESIDENTIAL UNIT DEVELOPMENT**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEFIELD VILLAGE TOWNHOMES ("Declaration") has been approved and adopted by the Stonefield Homeowners Association, Inc., a Utah nonprofit corporation ("Association") and becomes effective when recorded with the Davis County Recorder's Office.

**RECITALS**

A. Stonefield Village Townhomes is a residential planned unit development located in Layton, Utah, Davis County ("Property").

B. The Property was made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Covenants, Conditions and Restrictions for Stonefield Village Townhomes" as recorded on April 5, 2005 as Entry Number 2063954 with the Davis County Recorder (together with all amendments and supplements whether listed below or not are collectively referred to herein as the "Declaration").

C. The Declaration was supplemented by a supplemental declaration recorded on October 25, 2006 as Entry Number 2213133 with the Davis County Recorder.

D. The Declaration was next supplemented by a supplemental declaration recorded on July 9, 2007 as Entry Number 2286773 with the Davis County Recorder.

E. The Association and Owners desire to further amend the Declaration as provided below.

F. Article X, Section 10.2 of the Declaration provides that it may be amended with the affirmative vote of at least 2/3 of the votes of a duly formed quorum and with the approval of Layton City.

G. Therefore, at least 2/3 of the votes of a duly formed quorum and Layton City have approved this amendment to the Declaration, which shall be binding upon the Property, including all Units. See Exhibit A.

H. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

I. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

J. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

## AMENDMENTS

### Amendment One

*Article I is hereby amended to include the following Section 1.21:*

1.21 Managing Agent shall mean and refer to a person or business entity engaged by the Board to manage the affairs of the Association and Property.

### Amendment Two

*Article III is hereby amended and supplemented with the following Sections 3.4 and 3.5 (Section 3.4 below replaces the existing Section 3.4 and Section 3.5 is a new provision):*

#### 3.4 Record of Ownership.

Owners shall promptly notify the Board or Managing Agent after closing on a Unit and register a mailing address, phone number capable of receiving text messages, and an email address to be used for Association purposes. Owners must notify the Association of any change in contact information. Any Owner who mortgages his Unit or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the Board or Managing Agent of the name and address of the Mortgagee. Any costs incurred by the Association in obtaining the foregoing information about an Owner or Mortgagee shall be at the expense of such Owner and shall be reimbursed to the Association as a "reimbursement assessment" pursuant to Section 5.5.

3.5 Reinvestment Fee. The Board may establish a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. If established, the following terms and conditions shall govern Reinvestment Fee:

- (a) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the Davis County Recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in the amount determined by the Board not to exceed the maximum rate permitted by applicable law.
- (b) The Association shall not levy or collect a Reinvestment Fee for any Transfer made to the Association for a Transfer exempted in Utah Code §57-1-46(8).
- (c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall become part of the assessment to which such Owner and that Owner's Unit are subject and may be collected as an individual assessment.

**Amendment Three**

*Article V is hereby amended and replaced with the following:*

**V. ASSESSMENTS**

5.1 **Covenant to Pay Assessments.** Each Owner hereby covenants and agrees with each other and with the Association to pay the Association all assessments, including, by illustration and not limitation, all annual, special, or individual assessments described below, and other fees, charges, interest, and fines provided in the Association's governing documents.

5.2 **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners; the management, maintenance, care, preservation, and protection of the Development; enhancing the quality of life in and the value of the Development; payment of taxes, insurance, and other financial obligations of the Association; maintenance, repair, and improvement of the Common Areas, Landscape Easement, or Pathway Easement; establishing and funding a reserve to cover repair or replacement of the Common Areas, the Landscape Easement, or Pathway Easement; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes provided in the governing documents, which include this Declaration, the bylaws, articles of incorporation, and any rules.

5.3 **Annual Assessments.** The total annual assessment against all Units shall be established by the Board and based upon advanced estimates of cash requirements for common expenses. Annual assessments shall be made on a calendar year basis. The Board shall give written notice of each annual assessment not less than thirty (30) days prior to the beginning of the next calendar year. Each annual assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. At least thirty (30) days prior to the effective date of any change in the amount of the annual assessment, the Association shall give each Owner written notice of the amount.

5.4 **Special Assessments.** In addition to the annual assessments, the Association may levy special assessments as needed to fulfill its obligations; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas, Landscape Easement, or Pathway Easement; or for any other expense incurred or to be incurred as provided in this Declaration. Special Assessments may only be levied if approved by a majority of an Association quorum that is present in person or by proxy at an Association meeting. Notice in writing of the amount of any special assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

5.5 **Individual Assessments.** In addition to annual and special assessments authorized above, the Board may levy at any time individual assessments: (a) on each Unit the Owner or its occupants or guests of which shall cause any damage to the Common Areas, Landscape Easement, or Pathway Easement necessitating repairs; (b) for each Unit specifically benefited by any improvement to adjacent roads, sidewalks, planting areas, or other portions of the Common Areas made on the written request of the Owner(s) of the Unit(s) to be charged; (c) on each Unit as to which the Association incurs any expense in enforcing or defending the terms of the Declaration or other governing documents, including, but not limited to, costs incurred to bring a Unit and/or its Living Unit into compliance with the governing documents. The aggregate amount of any such individual Assessment shall be determined by the cost of such improvements, repairs, maintenance, or enforcement or defense action taken, including all overhead and administrative costs and attorney's fees. Individual Assessments may be levied in advance of the performance of the work. If the specific benefit arises from any improvement, which is part of the general maintenance of the Association, it shall not give rise to an individual assessment against the Units benefited,

unless repairs are required under (a) herein. An individual assessment may be referred to as a "reimbursement assessment" in other sections of the Declaration.

5.6 Uniform Rate of Assessment. Except for individual Assessments provided in Section 5.5 herein, annual and special assessments shall be levied equally among the Units.

5.7 Personal Obligation and Lien. All assessments, together with any interest, late fees, collection costs, and attorneys' fees if collection efforts become necessary, regardless of whether a lawsuit is ultimately filed, shall be, constitute, and remain: (a) a charge and continuing lien upon the Unit with respect to which such Assessment is made; and (b) the personal obligation of the Owner of such Unit at the time the Assessment falls due. No Owner may exempt himself or his Unit from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

5.8 Default in Payment of Assessment; Enforcement of Lien. Assessments not paid within fifteen (15) days after the date such assessment was first due shall be deemed delinquent and subject to interest at the rate of eighteen percent (18%) per annum dating back to the due date. In addition to the interest charge, a late fee may be imposed by the Board in an amount established by the Board. If an assessment or other charge levied under this Declaration becomes delinquent, the Association may exercise any or all of the following remedies:

(a) The Association shall have a lien against each Unit for any unpaid assessment and any fines or other charges imposed against the Owner of the Unit from the date on which the assessment, fine, or charge is due. At any time an assessment (of any type provided for by this Declaration or the bylaws) or installment thereof is delinquent, the Association may file a notice of lien against the Unit with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the Declaration was recorded; a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Unit. The Association through its duly authorized agents, may bid on the Unit at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Unit.

(b) The Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Declaration against the Unit Owner without foreclosing or waiving the lien described in paragraph (a) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(c) If the delinquent Owner is leasing his/her Unit or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such assessments to the extent of the amount so paid.

(d) The Association may terminate utilities paid out of the common expense and the right to use the Common Areas.

(e) The Association shall have any other remedy available to it by law, including the Utah Community Association Act.

5.9 Appointment of Trustee. The Owners hereby convey and warrant pursuant to U.C.A. §57-1-20 and §57-8a-302 to the Association's attorney of record, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of Assessments under the terms of the Declaration.

**Amendment Four**

*Article VI, Section 6.2(c) is hereby amended and replaced with the following:*

(c) The Board may delegate any of its powers and authority to a Managing Agent, except the power to sell, convey, mortgage, or encumber the Common Areas.

**Amendment Five**

*Article VI, Section 6.4 is hereby amended and supplemented with the following subsection (c):*

(c) The Association is not subject to and has expressly chosen to not opt into the property insurance provisions in Part 4 of the Utah Community Association Act. The Association shall continue to insure the Common Areas as provided in Section 6.4, and the Owners shall continue to be required to insure the entirety of the Unit and Living Unit, including interior and exterior improvements.

**Amendment Six**

*Article VI, Section 6.5 is hereby deleted and stricken in its entirety from the Declaration.*

**Amendment Seven**

*Article VII, Section 7.2 is hereby amended and replaced with the following:*

7.2 Use of Units and Living Units. All Units are intended to be improved with Living Units and are restricted to such use. Except as may be approved to the contrary, each Living Unit shall be used only as a single-family Living Unit. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Unit or Living Unit without the prior written consent of the Board. However, the Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that: only normal residential activities would be observable outside of the Living Unit; the business activity does not involve persons coming on to the Project who do not reside in the Project; the business activity does not involve the solicitation of residents; the business will not result in the increase of the cost of the Association's insurance; and that the business activities will not be in violation of applicable local ordinances.

**Amendment Eight**

*Article VII, Section 7.3 is hereby amended and replaced with the following:*

7.3 Landscaping and Landscaping Easement. Except as limited herein, the Association is responsible for the landscaping of the Common Areas. Notwithstanding the foregoing, Owners with fully enclosed backyards are responsible for all maintenance and replacement of the landscaping within the enclosed area, including the sprinklers and fences. Owners are also responsible for the flower beds immediately surrounding the perimeter of the Living Units as determined by the Board, regardless of whoever installed such flower beds.

**Amendment Nine**

*Article VII, Sections 7.4 and 7.5 are hereby amended and replaced with the following:*

7.4 Recreational Vehicles. Boats, motor homes, recreational vehicles, commercial vehicles, and the like, as determined by the Board, shall not be parked within the Development, except as allowed by the rules of the Association.

7.5 Pets and Animals. Pets and animals are permitted within the Development as allowed by the rules of the Association. All pets and animals allowed to be within the Development are subject to Association rules. Notwithstanding the foregoing, if allowed the maximum number of domestic pets per Unit is two (2). Livestock or large animals, as determined by the Board, are prohibited.

**Amendment Ten**

*Article IX of the Declaration is hereby renamed as provided below and all references to Layton City within Article IX be stricken and removed from the Declaration.*

ARTICLE IX. RIGHTS OF FIRST MORTGAGEE

**Amendment Eleven**

*Article X, Section 10.1 is hereby amended and replaced with the following:*

10.1 Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration or other governing document shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the person who appears as an Owner, at the latest email or mailing address for such person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Unit owned by said Owner shall be used for notice purposes. Notices may also be provided by the Association to any Owner in any other manner allowed by the Utah Community Association Act or the Utah Revised Nonprofit Corporation Act.

**Amendment Twelve**

*Article X, Section 10.2 is hereby amended and replaced with the following:*

10.2 Amendments. This Declaration may only be amended upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Davis County Recorder. In such instrument, the Board of Directors shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature used for voting shall be required.



**Amendment Thirteen**

The page at BK 3760 Page 1049 entitled "Stonefield Village Townhomes, Colors" is hereby stricken and deleted in its entirety.

**CERTIFICATION**

It is hereby certified that the foregoing amendments were duly approved as forth in Article X, Section 10.2 of the Declaration and per applicable laws. The Board of Directors has authorized the execution of this Declaration amendment.

**STONEFIELD VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

a Utah nonprofit corporation

By: Steven Oakden

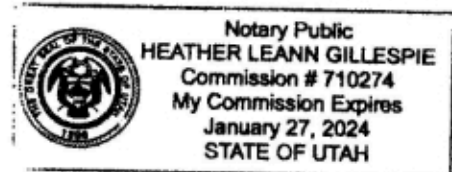
Name: STEVEN OAKDEN

Its: PRESIDENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF Weber )

On the 17 day of December, 2021, personally appeared before me Steve Oakden who by me being duly sworn, did say that she/he is the President of the Stonefield Village Homeowners Association, Inc. and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public: Heather Gillespie



**EXHIBIT A**  
**Legal Descriptions**  
**Parcel Numbers**  
**(115 Units and 6 Common Areas)**

All of **Stonefield Village Townhomes Plat A**, according to the official plat on file in the office of the Davis County Recorder as Entry No. 2063952.

**Parcel Numbers: 10-262-0101 through 10-262-0127 and Common Area Parcel (10-262-0128)**

All of **Stonefield Village Townhomes Plat B**, according to the official plat on file in the office of the Davis County Recorder as Entry No. 2156024.

**Parcel Numbers: 10-270-0201 through 10-270-0227 and Common Area Parcel (10-270-0228)**

All of **Stonefield Village Townhomes Plat C**, according to the official plat on file in the office of the Davis County Recorder as Entry No. 2213132.

**Parcel Numbers: 10-274-0301 through 10-274-0322 and Common Area Parcel (10-274-0323)**

All of **Stonefield Village Townhomes Plat D**, according to the official plat on file in the office of the Davis County Recorder as Entry No. 2286772.

**Parcel Numbers: 10-278-0401 through 10-278-0424 and Common Area Parcel (10-278-0425)**

All of **Stonefield Village Townhomes Plat E**, according to the official plat on file in the office of the Davis County Recorder as Entry No. 2063953.

**Parcel Numbers: 10-263-0501 through 10-263-0515 and Common Area Parcels (10-263-0516 and 10-263-0517)**