

10-126-0001 thru 0008
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AMENDMENT
to the
Declaration
of
Covenants, Conditions & Restrictions
FOR
COURTYARD TOWNHOUSES

This Amendment to the Declaration of Covenants, Conditions & Restrictions of Courtyard Townhouses ("Amended Declaration") is made and executed on the date shown below by the unit owners at Courtyard Townhouses after having been voted on and approved by the owners at Courtyard Townhouses.

RECITALS

WHEREAS, Courtyard Townhouses was created by the recording of a "Declaration of Covenants, Conditions and Restrictions for Courtyard Townhouses (hereinafter "Enabling Declaration") recorded in the records of Davis County, Utah, on June 24, 1985, as entry number 0705405, in book 1040, beginning on page 385; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Davis County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each unit as shown on the plat maps for Courtyard Townhouses, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 20 units at Courtyard Townhouses.

WHEREAS, The unit owners in Courtyard Townhouses are desirous to create the Courtyard Townhouses Owners Association, Inc., a Utah non-profit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Association shall operate for the purpose of managing the common area and enforcing the provisions of the Enabling Declaration and any amendments thereto. The Association will be the governing body of Courtyard Townhouses and will operate in accordance with this Amended Declaration, the Articles of Incorporation (Exhibit "B", attached hereto) and the Bylaws of the Association (attached as Exhibit "C" to the Enabling Declaration) for the purpose of managing the common area and enforcing the provisions of the Association documents.

NOW THEREFORE, To accomplish the unit owners' objectives, the following amendments are hereby adopted to amend the Enabling Declaration and to create the Courtyard Townhouses Owners Association, Inc., a Utah non-profit corporation. If there is any conflict between this Amended Declaration and the Enabling Declaration, this document shall control, unless otherwise stated.

This Amended Declaration shall become effective upon recording. The Courtyard Townhouses Enabling Declaration is hereby amended as follows:

AMENDMENTS

ARTICLE 1 CREATION OF NON-PROFIT CORPORATION

- 1.1 The unit owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Courtyard Townhouses Owners Association, by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the common area within Courtyard Townhouses and governing the affairs of Courtyard Townhouses in accordance with the provisions of the Enabling Declaration, any amendments to the Enabling Declaration, the Articles of Incorporation and the Bylaws.
- 1.2 By voting to approve this Amended Declaration, the unit owners hereby agree to adopt the following documents:
 - a. this Amended Declaration;
 - b. the Articles of Incorporation (Exhibit "B" attached hereto); and
 - c. the Bylaws of the Association (attached as Exhibit "C" to the Enabling Declaration).

as the governing documents of Courtyard Homeowners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A".

- 1.3 Pursuant to the provisions in this Amended Declaration wherein Courtyard Townhouses is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Courtyard Townhouses and the common area of Courtyard Townhouses shall hereafter be performed under the direction and authority of the Association's board of directors. Any reference to the term "management committee" in the Enabling Declaration or any amended thereto, or in the Bylaws of Courtyard Townhouses, or any other Courtyard Townhouses document, shall hereafter be deemed to mean and refer to the term "Board" or "Board of Directors" of the Courtyard Townhouses Owners Association, Inc.

ARTICLE 2 DEFINITION OF UNIT

Paragraphs 2 (I) and (Q) of the Enabling Declaration are amended as follows:

- 2.1 The provisions of the Condominium Ownership Act (U.C.A. §57-8-7.2) are hereby adopted to further clarify the boundary line between a unit and the common rea as provided in of the Enabling Declaration. The following are part of a unit:
- a. lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring; and any other material constituting part of the finished surface of a wall, floor, or ceiling.
 - b. Any portion of a wall, floor, or ceiling not listed in Subsection (a) is part of the common areas and facilities.
- 2.2 If a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit:
- a. any portion of an item described in this Subsection (2.2) serving only that unit is part of the limited common areas and facilities; and
 - b. any portion of an item described in this Subsection (2.2) is part of the common areas and facilities if the item serves more than one unit or any portion of the common areas and facilities.
- 2.3 Subject to Subsection (2.2), the following within the boundaries of a unit are part of the unit:
- a. spaces, interior partitions, and other fixtures and improvements, including but not limited to utility pipes, lines, systems, fixtures and appliances.
- 2.4 The following, if designated to serve a single unit but located outside the unit's boundaries, are limited common areas and facilities allocated exclusively to a unit:
- a. a shutter, an awning, a window box, a doorstep, a stoop, a porch, a balcony, a patio, an exterior door, an exterior window, and any other fixture.

**ARTICLE 3
COMMON AREA AND UNIT MAINTENANCE**

- 3.1 Responsibility for maintenance, repair and replacement of the common area and units shall be assigned to the Association or to the unit owners according to the Maintenance Chart attached hereto as Exhibit "C". Should any provision of paragraph 20 (titled "Maintenance of Units") of the Enabling Declaration be in conflict with or contrary to Exhibit "C", Exhibit "C" shall control. Should there be any conflict between Exhibit "C" and the insurance provisions contained in the Condominium Ownership Act or the Enabling Declaration, the insurance provisions contained in the Condominium Ownership Act and the Enabling Declaration shall control, the intent of the owners being to not invalidate, conflict with, or in any manner diminish the insurance coverage obtained by the Association for the units and common area.

ARTICLE 4
ARCHITECTURAL STYLE & APPEARANCE

The following provisions are added to paragraph 7.B. (4) of the Enabling Declaration:

- 4.1 Any modifications to the exterior of a building shall be from materials similar in appearance and quality as those currently existing, and shall be of such colors, styles and characteristics as shall be approved by the Board. The Board may only approve the construction, maintenance and reconstruction of any portion of a building as allowed by the provisions hereof to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of the buildings in the condominium, as follows:
 - a. Storm doors and screen doors may be installed at the expense of the unit owner. Storm doors and screen doors must all be the same shade of white but need not be of a uniform style.
 - b. Unit owners may, at their own expense, replace the window and door in the back bottom level of their unit with a window and door of similar style and color. The installation of such replacement window or door may not alter the building structure.
 - c. Decorations place in the front porch area must be approved by the Board.
- 4.2 No fireplace shall be allowed except an enclosed, fire safe, ventless, natural gas model which must be installed by a licensed and insured contractor. The installation of a fireplace may not alter the interior or exterior structure.

ARTICLE 5
PET OWNERSHIP

Paragraph 7.B (5) of the Enabling Declaration is repealed and replaced by the following:

- 5.1 Owners of units may keep a dog, a cat, or another domestic pet at Courtyard Townhouses upon written approval of the Board as long as the unit owner where the dog, cat or domestic pet is to reside signs a Pet Ownership Agreement (attached as Exhibit "D" and incorporated by this reference) and agrees to comply with the provisions of the Pet Ownership Agreement. Under no circumstances may any pet reside at Courtyard Townhouses or shall the Board approve any application to bring a pet to Courtyard Townhouses unless the provisions contained in the Pet Ownership Agreement are first agreed to in writing by the resident making the application.
- 5.2 The Board shall have authority to require an owner possessing a pet who fails to abide by the representations made in the Pet Ownership Agreement to remove the dog, cat or domestic pet from the premises. Each pet shall be properly licensed by the appropriate licensing agency.
- 5.3 Any animal or pet residing at Courtyard Townhouses that demonstrates aggressive or

threatening behavior towards humans or other animals shall be removed from Courtyard Townhouses within three days of receiving written notice from the Board. The pet owner shall have the right to a hearing before the Board if requested within three days of receiving notice. At the hearing the pet owner may appeal the Board's decision and present facts and circumstances demonstrating that the pet is not aggressive or threatening.

- 5.4 No other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Board before being brought to the condominiums. The Board has the right to refuse any application to bring an animal into the condominiums if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to the condominiums enters in a Pet Ownership Agreement.

ARTICLE 6 AGENT FOR SERVICE OF PROCESS

Paragraph 9 of the Declaration is replaced and amended as follows:

- 6.1 Courtyard Townhouses hereby appoints as its agent to receive service of process, as required pursuant to the provisions of Utah Condominium Ownership Act, Utah Code Ann. § 57-8-10(2)(d)(iii), the individual whose name and address is listed below:

Richard W. Jones, Esq.
4605 Harrison Blvd., Third Floor
Ogden, Utah 84403

- 6.2 The Board may appoint a new agent to receive service of process without a vote of the Association by recording a notice of change of registered agent with the Davis County Recorder's Office.

ARTICLE 7 ASSESSMENTS

The second paragraph of paragraph 14 of the Enabling Declaration is hereby replaced and amended as follows:

- 7.1 In assessing unit owners or requiring them to pay for the building improvements and other improvements of the common areas and facilities, it is agreed that no assessment for a single improvement in the nature of capital expenditure exceeding the sum of Three Thousand 00/100 DOLLARS (\$3,000.00) in cost shall be made without the same having been first voted on and approved by owners of fifty-one percent (51%), or more, of the undivided interests to the common areas and facilities. The foregoing sentence shall not apply in connection with the replacement or reconstruction occasioned by fire or other casualty.

- 7.2 As used in this Article 7, "capital expenditure" shall mean those funds spent in connection with the common area, but not including normal or required maintenance and repair of the existing common area, or like-kind replacement of the existing common area.

**ARTICLE 8
RESERVE STUDY AND FUND**

- 8.1 The Board shall cause a reserve analysis to be conducted no less frequently than every five years. The Board's initial reserve analysis must be prepared prior to June 30, 2012. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis no less frequently than every two years. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.
- 8.2 The Board may not use money in a reserve fund:
- a. for daily maintenance expenses, unless a majority of the owners vote to approve the use of reserve fund money for that purpose; or
 - b. for any purpose other than the purpose for which the reserve fund was established, unless a majority of the owners vote to approve the use of reserve fund money for another purpose.
- 8.3 Based on the results of the reserve analysis, the Board shall create a reserve fund into which the Board shall cause to be deposited those common area assessments collected from owners for the purpose of funding the reserve fund.
- 8.4 The Board shall annually, either at the annual meeting of owners or at a special meeting of owners:
- a. Present the reserve study to the owners;
 - b. Provide an opportunity for unit owners to discuss the need for the reserves; and
 - c. Vote on whether to fund the reserve fund and, if so, how to fund it and in what amount.
 - d. For quorum voting requirements, 25% or more of the unit owners must be present at the meeting for a vote to be taken. Once a quorum is present at a meeting, the reserve fund shall be funded according to the amount approved by a majority of those present. The Board shall keep minutes of each such meeting held under this section 8.4 and indicate in the minutes any decision relating to funding the reserve fund. In the event a quorum is not present at the annual or special meeting of owners for which unit owners have been notified that a vote to fund the reserve fund will be taken, thereby preventing a vote to fund the reserve fund as required, the Board shall, at its next regular Board meeting, vote to set the amount of the monthly reserve fund

assessment, which amount shall continue until the next meeting of unit owners held for the purpose of voting to determine whether to fund the reserve fund.

- 8.5 The Board shall cause an assessment to be made against all owners, which assessment shall be collected on the same terms and conditions as other common expenses, in an amount sufficient to fund the reserve fund according to the vote of the unit owners. The Board shall maintain a reserve fund separate from other funds of the Association. This subsection may not be construed to limit a Board from prudently investing money placed in a reserve fund account.
- 8.6 As used herein, "reserve analysis" means an analysis to determine:
- a. the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas and facilities that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the association of unit owners; and
 - b. the appropriate amount of any reserve fund.
- 8.7 The reserve fund shall be funded out of regular assessments for common expenses.

ARTICLE 9 MAINTENANCE OF CARPORTS

Paragraph 20 of the Declaration is amended as follows to replace all existing language dealing with carports:

- 9.1 Carports are designated as part of the limited common area appurtenant to the unit to which a carport is assigned. A unit own owner is entitled to the exclusive use of the carport attached or assigned to his unit and is responsible at his sole cost for the proper replacement, maintenance and upkeep of the same. As used herein, the proper maintenance and upkeep of a carport includes, but is not limited to, painting and making repairs to keep a carport safe, attractive in appearance, functional, and in proper working condition. Carports shall be insured under the Association's property insurance policy, but the unit owner who has use of the carport shall be responsible to repair and replace any carport to the extent not covered by insurance.
- 9.2 Should a unit owner fail to properly maintain a carport as required herein, as determined in the sole discretion of the Board, after providing twenty (20) day notice to the unit owner, the Board may undertake such repairs as it determines are needed and assess the unit owner the costs thereof, which costs may be collected in the same manner as regular assessments due to the Association.
- 9.3 Without first receiving the written permission of the Board, which permission may only be granted when consistent with the provisions of the Declaration and this Amended Declaration, a unit owner shall not make or permit to be made any structural alteration,

improvement or addition in or to his or her unit and carport, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

**ARTICLE 10
INDEMNIFICATION**

Paragraph 24 of the Declaration is repealed and replaced as follows:

- 10.1 The Association shall indemnify every officer and member of the Board against any and all expenses, including but not limited to attorney fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or member of the Board.
- 10.2 The officers and members of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, gross misconduct or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer or member of the Board, may be entitled.
- 10.3 The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

**ARTICLE 11
TOWING OF VEHICLES**

- 11.1 The Board is authorized to adopt rules regulating parking at Courtyard Townhouses, including rules permitting vehicles that are parked in violation of the rules to be towed from the premises. The Association shall install signs indicating that improperly parked, unregistered, inoperable or abandoned vehicles may be towed at the owner's expense. The rules shall define when a vehicle is improperly parked, is inoperable, or is abandoned, and the type of notice the Association will provide before it tows a vehicle.

CERTIFICATION

It is hereby certified that unit owners holding at least than two-thirds (2/3) of the undivided ownership interest in the common areas and facilities have voted to approve this Amended Declaration.

IN WITNESS WHEREOF, this 6 day of June, 2011.

By: [Signature]
President

STATE OF UTAH)
 :SS.
COUNTY OF ~~DAVIS~~ ^{Weber})

On this 6th day of June, 2011, personally appeared before me Stephen Jackson, who, being by me duly sworn, did say that he is President of the Courtyard Townhouses Owners Association and that the within and foregoing instrument was signed in behalf of said Board and he duly acknowledged to me he executed the same.

[Signature]
Notary Public

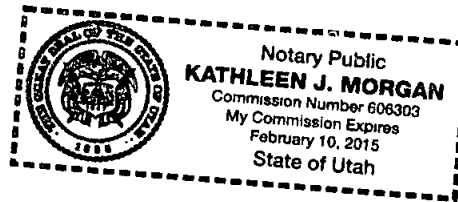


EXHIBIT "A"

Legal Description of Units

Courtyard Town home Condos, Layton City, Davis County, Utah

All of Units 1-A Through 1-D, Bldg 1, Courtyard Townhome Condo Phase One ✓

All of Units 2-A Through 2-D, Bldg 2, Courtyard Townhome Condo Phase One ✓

All of Units 3-A Through 3-D, Bldg 3, Courtyard Townhome Condo Phase Two ✓

All of Units 4-A Through 4-D, Bldg 4, Courtyard Townhome Condo Phase Two

All of Units 5-A Through 5-D, Bldg 5, Courtyard Townhome Condo Phase Two

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EXHIBIT “B”

Articles of Incorporation

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ARTICLES OF INCORPORATION

for

COURTYARD TOWNHOUSES OWNERS ASSOCIATION, INC.

The undersigned adult natural persons, acting as incorporators, hereby establish a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (the "Act") and adopt the following articles of incorporation for such corporation;

ARTICLE I NAME

The name of the corporation is Courtyard Townhouses Owners Association, Inc. (hereinafter the "Association").

ARTICLE II DURATION

The Association shall have perpetual existence.

ARTICLE III PURPOSES AND POWERS

1. **Purposes** The Association is organized as a nonprofit corporation and shall be operated to promote the health, safety and welfare of all members of the Association in connection with Courtyard Townhouses and to establish, provide, and maintain a desirable community and environment for all member unit-owners.
2. **Powers** In furtherance of the foregoing purposes, and subject to the restriction set forth in Section 3 of this article, the Association shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Utah and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as may be prescribed by law.
3. **Restrictions Upon Purposes and Powers** The foregoing purposes and powers of the Association are subject to the following limitations:
 - a. **Earnings of Association** No part of the net earnings of the Association (if any) shall inure to the personal benefit of any member of the Association; however, this restriction shall not limit or impair the Association's right to compensate Members for services rendered or for goods sold or leased to the Association;

- b. **Nonprofit Organization** The Association shall be organized and operated exclusively for non-profitable purposes as set forth in Section 528 of the Internal Revenue Code as it is now or may hereafter be amended, or in any corresponding provision of any future law of the United State of America providing for exemption of similar organizations from income taxation; and

**ARTICLE IV
DIVIDENDS & DISTRIBUTIONS**

The Association shall not pay any dividends. No distribution of the corporate assets to Members (as such) shall be made except as permitted by the Internal Revenue Code and U.C.A. § 57-8-24. Upon dissolutions of the Association, the assets shall be distributed as provided in Article X herein.

**ARTICLE V
MEMBERSHIP AND VOTING**

1. **Members** The Association shall have Members. Every owner of a unit which is subject to assessment shall be a Member of the Association. Each membership shall be pertinent to and may not be separated from ownership of the unit to which the membership is attributable.
2. **Stock** No stock in the Association shall be issued. The Board may, in its discretion, issue certificates evidencing a Member's membership in the Association. A person's membership, however, is not affected by the holding of such a certificate and a Member is entitled to all the benefits and subject to all obligation of membership whether or not the Member holds a membership certificated.
3. **Voting** The Association shall have one class of voting membership. Each unit shall be entitled to one vote on any given matter, regardless of the number of Members owing an interest in such unit. The Members owning a particular unit are authorized to cast the vote attributable to the unit. The Board may suspend the voting rights of Members for a particular unit if the Members are in violation of the Declaration.
4. **Right to Vote** No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each unit must be cast as a unit, and factional votes shall not be allowed. If a unit is owned by more than one person or entity and such owners are unable to agree among themselves as to show their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote representing a certain unit, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same unit unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular unit, none of the said votes shall be counted and all said votes shall be deemed void. Voting by proxy is allowed as set forth in the Association's Bylaws.

5. **No Cumulative Voting** In any election of the members of the Board, the owner(s) of a given unit shall collectively have one vote for each Director position to be elected. The candidate receiving the highest number of votes for a given Director position shall be deemed elected to such position. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

6. **Transfer of Membership** The rights and obligations of memberships in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an owner's unit and then only to the new owner of the unit. A transfer of ownership to a unit may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a unit shall automatically transfer the membership appurtenant to said unit to the new owner thereof.

**ARTICLE VI
SHARE OF STOCK**

The Association shall not issue any shares of stock.

**ARTICLE VII
DIRECTORS**

The management of the affairs of the Association shall be vested in a Board of Directors, except as otherwise provided in the Act, these Articles of Incorporation or the Bylaws of the Association. The number of Directors, their classification, if any, their terms of office and the manner of their election or appointment shall be determined according to the Bylaws of the Association from time to time in force.

Four Directors shall constitute the Board of Directors. Their names and addresses are as follows:

	<u>Name</u>	<u>Address</u>
1.	Stephen Jackson	153 N Fort Ln #B, Layton, UT 84041
2.	Wendy Herrera	157 N Fort Ln #A, Layton, UT 84041
3.	Erin Sanderson	149 N Fort Ln #D, Layton, UT 84041
4.	Larry Lewis	155 N Fort Ln #D, Layton, UT 84041

**ARTICLE VIII
BYLAWS**

The initial Bylaws of the Association shall be those currently adopted as the Bylaws of the Association. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law or these articles of incorporation, as these articles may from time to time be amended.

**ARTICLE IX
INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT**

The address of the initial principal office of the Association is Courtyard Townhouses Owners Association, Inc., 157 N. Fort Lane, # 2, Layton, Utah 84041. The address of the initial registered office is 4605 Harrison Blvd., Third Floor, Ogden, Utah 84403. The name of the Association's registered agent at such address is Richard W. Jones, Esq.

**ARTICLE X
DISSOLUTION**

The Association may be dissolved only upon termination of condominium declaration for the Courtyard Townhouses. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, as set forth below, shall be mailed to every Member at least 90 days in advance of any action taken. Upon dissolution of the Association, the assets both real and personal of the Association, shall be distributed according to the provisions of the Act and U.C.A. § 57-8-1 et al.

**ARTICLE XI
INCORPORATOR**

The name and address of the incorporator of this Association is:

Stephen Jackson, 153 N Fort Ln #B, Layton, UT 84041

**ARTICLE XII
AMENDMENT**

The Association may amend these Articles of Incorporation by a vote of not less than 66.7% of the members.

IN WITNESS WHEREOF, I, Stephen Jackson, have executed these Articles of Incorporation this 6 day of June, 2011, and say: That I am the incorporator herein and have read the above and foregoing Articles of Incorporation and know the contents thereof and that the same is true to the best of my knowledge and belief.


STEPHEN JACKSON

ACKNOWLEDGMENT OF ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Association named above.


RICHARD W. JONES

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Exhibit "C"

MAINTENANCE CHART

The following chart shows the division of responsibility for maintenance and repair of property between the Courtyard Townhouses Owners Association, Inc. and the unit owners.

	EXTERIOR	HOA	OWNER
1	Maintenance of, repair, paint and replace roof and siding.	√	
2	Maintenance of, replace and repair of exterior brickwork and chimneys.	√	
3	Maintenance of, replace and repair of front steps and sidewalk	√	
4	Maintenance of, replace and repair of concrete foundations and entrees	√	
5	Maintenance of, replace and repair of patio and deck floor support structures		√
6	Maintenance of and repair original fences		√
7	Replacement of original fences		√
8	Maintenance of, replace and repair of rain gutters and down spouts	√	
9	Maintenance of, replace and repair of unit owner added or modified fences.		√
10	Replacement of, maintenance of, and repair of window wells and window well covers	√	
11	Maintenance of, replace and repair patios, decks & balconies.		√
12	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes.		√
13	Intentionally left blank		
14	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames.		√
15	Replacement, maintenance and repair of all yard lights that use electricity from the unit	√	
16	Replacement, maintenance and repair of all lights attached to the exterior walls.		√
17	Maintenance of gas lines and electric wiring connections from the meters to the unit	√	
18	Maintenance of water system from the outside entry through the foundation throughout the unit. This includes the outside faucets and hose bibs. Any damage caused by this portion of the water system is the liability of unit owner.		√
19	Replacement and repairs to outside water spigots and bibs.		√
20	Replacement, repair and maintenance of phone lines, TV cables, air conditioning, heat pumps, satellite dishes and antennas		√
21	Unit owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items		√

	INTERIOR	HOA	OWNER
22	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		√
23	Maintenance , cleaning and repair of venting, chimneys and fireplaces.		√
24	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures.		√
25	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves.		√
26	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling		√
27	Repairs of damage resulting from static water or seepage of water from any underground source except water and sprinkler system failures.		√
28	Repairs of damage resulting from surface water.		√
29	Repairs of damage resulting from static water or seepage of water from water and sprinkler system failures		√

	GROUNDS	HOA	OWNER
30	Lawn, flowers, trees and shrubs in the common areas.	√	
31	Lawn, flowers, trees and shrubs in limited common areas.		√
32	Lawn watering system.	√	
33	Snow removal (front porch & steps, sidewalks to front door)	√	
34	Snow removal. (Roadways, parking areas, sidewalks)	√	
35	Roadways, parking lots, curbs and gutters, sidewalks and steps.	√	
36	Watering system for limited common areas (with approval of the Grounds Committee).		√

	OTHER	HOA	OWNER
37	Intentionally left blank		
38	Garbage collection.	√	
39	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each unit	√	
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Exhibit "D"
Courtyard Townhouses
Pet Ownership Agreement

Name(s): _____

Date: _____

Unit Address: _____

The above named unit owner(s) agrees to abide by the Courtyard Townhouses Declaration, Bylaws and Association Rules relating to pets, and to honor the following provisions while maintaining a pet at Courtyard Townhouses, and certifies the pet described below was residing at Courtyard Townhouses on _____, 201__.

1. The pet will not disturb the other residents in the condominium by creating an unacceptable level of noise, by creating offensive odors, by threatening other residents, or by being a nuisance.
2. The pet will not defecate on, do damage to, or in any way disturb, the condominium common areas.
3. The pet will remain inside the resident's unit at all times it is at the condominium unless it is on a leash and in the presence of the resident or agent of a resident.
4. The pet will not be permitted to freely roam in the common areas of the condominium.
5. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag. A pet owner shall immediately remove any animal feces should a pet defecate in the common area and properly dispose of all animal feces.
6. Whenever the pet is on the common areas of the condominium it shall be either carried by the resident or be on a leash no longer than 15 feet in length.
7. The resident agrees that the Courtyard Townhouses Board of Directors reserves the right to require removal of any pet if it receives multiple complaints about the pet and the Board determines, in its sole discretion, that the complaints are valid, or if there are repeated violations of this Agreement.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Board.
9. The pet shall be licensed with the City or County licensing authority and wear a collar tag with the licensed attached whenever it is outside the unit.

Signed by: _____
Unit Owner/Pet Owner

Unit Owner/Pet Owner

Description of Pet (type, breed, size, color): _____

Accepted by the Courtyard Townhouses Board _____

Date: _____

(Signature of Board Member)