

February 26, 2002

ENT 29052:2002 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Mar 14 9:16 am FEE 60.00 BY SS
RECORDED FOR ALRED, ROBERT

Dear Homeowner,

Please find attached a basic review of the C.C. & R's (Covenants, Conditions, and Restrictions) with emphasis on certain aspects of the same.


The declaration of the Planned Unit Development calls for there to be made available and distributed for the purpose of acquainting the members of the association to the rules by which they are governed. This is a brief synopsis of those rules.

Note the rules and regulations in "red".

Also attached is Article II, Section 6 of the Declaration of Covenants Conditions and Restrictions of Courtyard Leisure Homes which states that the Board of Trustees have the authority to promulgate (publish – set forth) rules and regulations for the governance of the properties and persons within the properties.

We hope you will all become familiar with these documents. The Board of Trustees are only interested in keeping our Courtyard a clean and beautiful place of all of us to live.

Sincerely,


Robert Alred, President

COURTYARD LEISURE HOMES HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS (Revised November 13, 2001)

Courtyard Leisure Homes ("Courtyard") is a planned unit development which was established as a retirement community for older persons. These rules and regulations have been adopted to enhance and protect the rights and interest of all owners and residents of the Courtyard consistent with the purposes for which this development was created and in accordance with the covenants, conditions and restrictions which govern this development.

1. All owners, tenants and other authorized occupants of a town home at the Courtyard shall comply with the covenants, conditions and restrictions applicable to Courtyard Leisure Homes, as contained in the Declaration of Covenants Conditions and Restrictions of Courtyard Leisure Homes, a Planned Unit Development, on file in the Utah County Recorders Office.
2. Each town home at Courtyard must be occupied (A) by a least one person over the age of fifty-five, or (B) by the surviving spouse of a person who was over the age of fifty-five at the time of the person's death; provided, however, that such a surviving spouse may not occupy a town home under this alternative provision if the occupancy would cause the number of town homes occupied exclusively by persons under the age of fifty-five to fall below eighty percent of the total number of town homes at Courtyard.
3. A town home at Courtyard may not be occupied by any person under the age of eighteen, unless that person is an authorized guest or a live-in caregiver. An authorized guest may stay in a town home at Courtyard only if his or her stay does not exceed seven days in any calendar month or thirty days in any calendar year, and only if an owner, tenant or other authorized occupant of the town home is residing in the town home at the time.
4. All owners, tenants and other authorized occupants of a town home at Courtyard shall be required to provide accurate information to the Homeowners Association for use in completing an Age Verification Survey and shall be required to execute an Affidavit certifying to the accuracy of the information provided.
5. An owner of a town home at Courtyard may lease his or her town home to one or more tenants (hereinafter "tenant") or otherwise allow his or her town home to be occupied by one or more other occupants (hereinafter "authorized occupants"), provided such occupancy is in accordance with these rules and regulations. In the case of a lease of the town home, the owner shall submit to

the Homeowners Association, prior to the commencement of the lease, a copy of the written lease agreement between the owner and the tenant, together with such other information as may be required to establish that the tenant complies with the occupancy requirements contained in paragraphs 2 and 3 above, and the other rules and regulations contained herein. In the case of some other type of proposed occupancy, the owner shall provide the Homeowners Association with a written statement regarding the nature of the proposed occupancy, and such additional information as may be required to establish that the proposed occupant complies with the occupancy requirements contained in paragraphs 2 and 3 above, and the other rules and regulations contained herein. In the event that the proposed tenant or proposed occupant does not comply with the occupancy requirements contained in paragraphs 2 and 3 above, or other rules and regulations contained herein, the proposed tenant shall not be allowed to occupy the town home.

6. Owners, tenants or other authorized occupants of a town home at Courtyard are required to comply with all applicable health, safety, zoning and maximum occupancy laws, ordinances and regulations.
7. Owners, tenants and other authorized occupants are responsible for seeing that their guests comply with all applicable rules and regulations in effect at Courtyard. Guests who fail to comply with such rules and regulations will be required to leave.
8. Owners, tenants, and other authorized occupants will be responsible and liable for any damage done by their guests to the property of another owner, tenant, or authorized occupant or to the development generally.
9. Children who are visiting an owner, tenant or other authorized occupant must be supervised at all times while they are at Courtyard, including those times when they are playing in the development's common areas. Children are not to play on other people's property or in the street.
10. The speed limit is 15 miles per hour throughout the development, and all owners, tenants, other authorized occupants and guests are required to adhere to that speed limit while driving within the development.
11. No building, storage shed or structure of any other kind of a temporary character, shall be permitted on any lot.
12. Use of mobile homes, campers, tents or outdoor overnight camping will not be allowed.

13. Recreational vehicles, boats, trailers, pickup shells, mobile homes, campers and similar vehicles or equipment may not be parked or stored within the development for more than thirty-six hours.
14. No motor vehicle, which is inoperable, shall be allowed within the development. Major repair of automobiles, trucks or other vehicles within the development is prohibited.
15. Owners and other authorized occupants of the town homes are to park their vehicles in their garage. These vehicles are not to be parked overnight in the driveway, street, or guest parking areas. Guest parking is preferable in the town house driveway. Street parking is permitted during the hours of 6:00 a.m. to 11 p.m. only, on one side only. (If cars are parked on both sides of the street it creates a bottleneck, which may preclude the ingress of emergency vehicles.) Parking other than garages is limited to 72 hours without authorization from the Association. A parked vehicle is not to obstruct the sidewalk in any way. We have residents with sight impairments who may not see such an impediment.
16. No loud, offensive, noxious, or illegal activities may be conducted upon any part of the development, nor shall anything be done which creates an annoyance or nuisance to the neighborhood, or which in any way interferes with the quiet enjoyment of the owners, tenants, or other authorized occupants in the development.
17. 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. The only exception is that a standard residential real estate "For Sale" sign may be placed on an owner's property.
18. Each owner, tenant and other authorized occupant shall be responsible for maintaining the appearance of his or her property in a neat, orderly and appropriate manner. All rubbish, trash, and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage must be deposited in proper containers.
19. No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot in the development, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the property which create an annoyance or nuisance, by reason of their noise, smell or otherwise, or which constitute a threat or danger to the occupants of the development. Pet owners must keep their pets in their town home, on their property, on a leash or in an appropriate type of enclosure. Any animal droppings must be cleaned up by the pet's owner immediately.

20. Owners, tenants and other authorized occupants may not make any alteration to existing improvements without the prior written approval of the Homeowners Association. No fences, hedges or walls shall be erected or maintained upon any property except those, which are installed as part of the initial construction of the town homes.
21. No owner, tenant, or other occupant shall cause or permit anything, including, without limitation, awnings, canopies or shutters, to be hung displayed or otherwise affixed to or placed on the exterior walls or roof, or on the outside of windows or doors, without the prior written consent of the Homeowners Association.
22. No exterior radio or other antennas, except one television antenna, which shall not exceed four feet in height, shall be placed, allowed or maintained upon any lot or upon the structures on any lot in the development without the prior written consent of the Homeowners Association.
23. An owner or tenant may not install a security or screen door in the town home unless the door is white in color and has a style that is consistent with the design and look of the town homes. Before any such door may be installed in a town home, the color and style of the door must be reviewed and approved by the Homeowners Association.
24. An owner or tenant of a town home may not hammer nails into a wall in his or her garage if the garage wall is adjacent to, or part of, the wall of an adjoining town home, without first notifying the person sufficient time to take action to prevent pictures, shelves or other items on the wall of the adjoining town home from being knocked or shaken from the wall when the hammering takes place. Rather than hammering nails into a garage wall which is adjacent to, or part of, the wall of an adjoining town home, a tenant or owner should use screws to attach items to his or her garage wall, thereby minimizing the chance for damage to occur to property in the adjoining town home.
25. All owners' tenants and other authorized occupants are required to comply with all applicable federal, state, and local laws, ordinances, and regulations.

- (a) The right of the Association to charge reasonable admission, use, service and other fees for the use of any service or recreational storage, or parking facility situated upon the common area. No fees shall be charged for parking specifically designated on the plat as appurtenant to a lot.
- (b) The right of the Association to limit the number of guests of members using the common area.
- (c) The right of the Association to suspend the voting rights of a member for any period during which any assessment or portion thereof against his lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations. ENT 59925 BK 3763 PG 342
- (d) The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities of the other Association, or for cash consideration;
- (e) The right of the Association with the approval of sixty-seven percent (67%) of each class of owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area or any interest therein to any private individual, corporate entity, public agency, authority, or utility.
- (f) The right of the Association to grant easements for water, sewer, gas, telephone, electricity and drainage purposes.
- (g) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
- (h) The terms and conditions of this Declaration.
- (i) The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the common area.

Section 3. Reservation of Rights in Property. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete each of the townhomes and all of the other buildings, improvements, structures, utilities and facilities described in this Declaration or in the Plat and all other things reasonably necessary in connection therewith; and (b) to construct and complete on the Property, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate.

Section 4. Limited Common Area. A lot owner is entitled to the exclusive use of the limited common area adjacent and appurtenant thereto, if any, and to exclusive use of the parking area, if any, designated with his lot number on the plat. The Association, through its Trustees, may adopt rules and regulations concerning use of the limited common area.

Section 5. Delegation of Use. An owner is deemed to delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No one who is non-resident shall have any such right of enjoyment.

Section 6. Rules. The Board of Trustees shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within the Properties. These rules of the Association shall be compiled and copies shall be made available for inspection and copying by the Trustees. *set forth*

Section 7. Lot. Each lot is owned in fee simple by the owner. However, area within the surveyed lot boundaries but outside the originally constructed townhome walls shall be treated as limited common area for use purposes, and as exterior area

3. Except as specifically amended herein, all other provisions of the Declaration shall continue in full force and effect.

DATED this 13 day of March, 2002

COURTYARD LEISURE HOMES OWNERS ASSOCIATION

By Robert M. Alred
Its President

By Maryjean Lyon
Its Secretary

STATE OF UTAH)
:ss.
COUNTY OF Utah)

On this 13 day of March, 2002, personally appeared before me Robert Alred, the President of Courtyard Leisure Homes Owners Association, who certified that the above document is truthful and was signed pursuant to valid authority.

My Commission Expires:
2-14-05

Lurae Howes
Notary Public
Residing at American Fork

