



\*W3241629\*

E# 3241629 PG 1 OF 49  
Leann H. Kilts, WEBER COUNTY RECORDER  
16-Jun-22 0320 PM FEE \$108.00 DEP D/  
REC FOR: STEWART TITLE OF UTAH  
ELECTRONICALLY RECORDED

*08-675-0001 through 0044*

**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
FOR  
COURTYARD VILLAGE AT GREEN FARM  
OWNERS ASSOCIATION  
  
(A UTAH EXPANDABLE RESIDENTIAL  
COMMUNITY)**



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E# 3241629 PG 1 OF 49  
Leann H. Kilts, WEBER COUNTY RECORDER  
16-Jun-22 0320 PM FEE \$40.00 DEP SLV  
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## DECLARATION OF COVENANTS, CONDITIONS AND, RESTRICTIONS FOR COURTYARD VILLAGE AT GREEN FARM OWNERS' ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions for the Courtyard Village at Green Farm Owners Association ("Neighborhood Declaration") is made and executed this 15<sup>th</sup> day of JUNE, 2022, by Green Farm 2 Community, LLC, a Utah limited liability company ("Declarant").

### RECITALS

- A. Name of Project and Description of Land. The planned residential townhome unit development subdivision that is the subject of this Neighborhood Declaration shall be known as Courtyard Village at Green Farm Owners Association, and is situated in and upon that certain real property ("Subject Land") located in the City of West Haven, Weber County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has recorded or will record in the office of the County Recorder for Weber County, State of Utah, one or more plat maps for Courtyard Village at Green Farm Owners Association, a planned townhome residential unit development subdivision ("Plat"). Courtyard Village at Green Farm Owners Association, when completed, will contain a total of twenty-seven (27) Lots. As more fully described in Article II below Courtyard Village at Green Farm Owners Association may be expanded by Declarant and, when it is complete, may contain additional Lots and/or Common Areas and Facilities. The Courtyard at Green Farm Phase 2 will have common areas and facilities to be owned and maintained by and through a homeowner's association.
- B. Name of Neighborhood Association and Bylaws. The name of the Neighborhood Association shall be Courtyard Village at Green Farm Owners Association ("Neighborhood Association"), which has been or will be created as a Utah nonprofit corporation by filing articles of incorporation with the Utah Division of Corporations and Commercial Code. The Neighborhood Association is the governing body of Courtyard Village at Green Farm Owners Association and is to be operated in accordance with this Neighborhood Declaration, the Articles of Incorporation for Courtyard Village at Green Farm Owners Association, and the Bylaws of The Courtyard at Green Farm Phase 2. The Bylaws are attached hereto as Exhibit "B".
- C. Master Association. Courtyard Village at Green Farm Owners Association is part of a larger master planned community development known as The Green Farm Master Planned Community ("Master Community") situated in Weber County, State of Utah. All Lots within the Master Community will be governed by the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Planned Community ("Master Declaration"). The Master Declaration was recorded in the Office of the Weber County Recorder on October 31, 2018 as Entry No. 2949910, as the same may be supplemented or amended. All Lots within The Courtyard at Green Farm Phase 2 shall be part of both the Neighborhood Association and the Green Farm Master Association, Inc.
- D. Intent and Purpose. Declarant, by recording this Neighborhood Declaration, does so for the purpose of: (1) creating a planned residential townhome unit development; and (2) to impose upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within The Courtyard at Green Farm Phase 2 and the Owners thereof. All

## DECLARATION OF COVENANTS, CONDITIONS AND, RESTRICTIONS FOR COURTYARD VILLAGE AT GREEN FARM OWNERS' ASSOCIATION

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- B. Name of Neighborhood Association and Bylaws. The name of the Neighborhood Association shall be Courtyard Village at Green Farm Owners Association ("Neighborhood Association"), which has been or will be created as a Utah nonprofit corporation by filing articles of incorporation with the Utah Division of Corporations and Commercial Code. The Neighborhood Association is the governing body of Courtyard Village at Green Farm Owners Association and is to be operated in accordance with this Neighborhood Declaration, the Articles of Incorporation for Courtyard Village at Green Farm Owners Association, and the Bylaws of The Courtyard at Green Farm Phase 2. The Bylaws are attached hereto as Exhibit "B".
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- D. Intent and Purpose. Declarant, by recording this Neighborhood Declaration, does so for the purpose of: (1) creating a planned residential townhome unit development; and (2) to impose upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within The Courtyard at Green Farm Phase 2 and the Owners thereof. All

Lots within The Courtyard at Green Farm Phase 2 shall be governed by both the Neighborhood Declaration and the Master Declaration.

#### **ARTICLE I: DEFINITIONS**

When used in this Neighborhood Declaration or in the Bylaws which are made a part of this Neighborhood Declaration and are attached hereto as Exhibit "B", the following terms shall have the meaning indicated.

- 1.1 "Act" shall mean and refer to the Utah Community Association Act, Section 57-8a-101, eq seq., Utah Code, as the same may be amended from time to time.
- 1.2 "Additional Land" shall mean any of the real property which is adjacent to the Project which real property may from time to time be made subject to this Declaration pursuant to the provisions of Article II hereof. At no time shall any of the Additional Land be deemed to be part of the Project until such portion of the Additional Land has been duly annexed hereto pursuant to Article II hereof and until a supplemental declaration and amended plat or additional plat have been duly recorded. Declarant may add Lots and Common Areas and Facilities to the Project as part of the Additional Land.
- 1.3 "Assessable Unit" shall mean each Unit, except for Exempt Units.
- 1.4 "Board of Directors" or "Board" shall mean the Board of Directors of the Neighborhood Association.
- 1.5 "Building(s)" shall mean the buildings constructed as part of the Project, as described in this Neighborhood Declaration, with each Building containing two (2) or more Units.
- 1.6 "Capital Improvement" shall mean any improvement with a useful life of more than three (3) years.
- 1.7 "Common Areas and Facilities" shall mean and refer to all portions of the Project other than the Units, as described in Section 3.2.
- 1.8 "Common Assessments" shall mean those assessments described in Article IX to fund the Common Expenses and include Regular Common Assessments and Special Common Assessments.
- 1.9 "Common Expense" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area (including any special assessments); the costs of management and administration of the Neighborhood Association including, but not limited to, accountants, bookkeepers, attorneys and other employees and consultants; the cost of maintaining those portions of the Lots as set forth herein; the costs of all utilities, landscaping and other services provided by the Neighborhood Association; the costs of any fire, casualty and liability insurance covering The Courtyard at Green Farm Phase 2; and the cost of bonding the Directors of the Neighborhood Association; any taxes paid by the Neighborhood Association; amounts paid by the Neighborhood Association for discharge of any lien or encumbrance levied against The Courtyard at Green Farm Phase 2, or portion thereof; and the cost of any other expense incurred by the Neighborhood Association for any reason whatsoever in connection with The Courtyard at Green Farm Phase 2, for the benefit of all of the Owners.

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- 1.10 "Common Expense Fund" shall mean the fund created or to be created and into which all funds of the Neighborhood Association shall be deposited and used to pay common expenses.
- 1.11 "Common Wall(s)" means the walls in each Building that divide and are located between any two (2) adjoining Units in a Building. The Common Walls are used by the Owners of adjoining Units in a Building and are subject to the provisions of Section 3.4.
- 1.12 "Declarant" shall mean Green Farm 2 Community, LLC, a Utah limited liability company, or its assigns, or successors in interest that purchases all or substantially all the Lots from Green Farm 2 Community, LLC.
- 1.13 "Declarant Affiliate" shall mean any person directly or indirectly controlling, controlled by or under common control with Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.
- 1.14 "Exempt Unit" shall mean each Unit in the Project while owned by Declarant or a Declarant Affiliate, until the earliest to occur of (i) the acquisition of title to the Unit by a person or entity other than Declarant or a Declarant Affiliate, or (ii) the one hundred eightieth (180th) day after the municipal authority having jurisdiction thereover issues a certificate of occupancy for the Unit. In addition, each Lot that does not contain a fully- constructed townhome Unit with a certificate of occupancy shall be an "Exempt Unit," and each model unit owned by the Declarant shall be an "Exempt Unit" so long as the same is used as a model unit by the Declarant, a Declarant Affiliate, or their assign(s).
- 1.15 "Limited Common Areas and Facilities" shall mean a portion of the Common Areas and Facilities, if any, allocated by this Neighborhood Declaration, of the Act, or as may be shown on the Plat or described in this Neighborhood Declaration, for the exclusive use of one or more, but fewer than all, of the Units. The front yards, landscaping and driveway pertaining to each Unit shall be Limited Common Areas and Facilities and shall be maintained as a Common Expense of the Neighborhood Association. Unless otherwise specifically stated herein with respect to particular items, the Limited Common Areas and Facilities shall be managed, maintained, repaired and (if necessary) replaced by the Neighborhood Association as a Common Expense of the Neighborhood Association.
- 1.16 "Lot" shall mean each of the tracts of land designated as a "Lot" on the Plat. As shown on the recorded Plat, each townhome Unit will be constructed on a Lot. Ownership of the Lot and the Unit (when constructed on the Lot) shall be inseparable, and any conveyance of a Lot shall operate to convey title to the Unit constructed on the Lot. Likewise, any conveyance of a Unit shall operate to convey title to the Lot on which the Unit is located.
- 1.17 "Manager" shall mean the person, firm, or company, if any, designated from time to time by the Neighborhood Association to manage, in whole or in part, the affairs of the Neighborhood Association and The Courtyard at Green Farm Phase 2.
- 1.18 "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Green Farm Master Planned Community, and all amendments, modifications and supplements thereto as more particularly described in Recital C above.

- 1.10 "Common Expense Fund" shall mean the fund created or to be created and into which all funds of the Neighborhood Association shall be deposited and used to pay common expenses.
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- 1.18 "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Green Farm Master Planned Community, and all amendments, modifications and supplements thereto as more particularly described in Recital C above.

- 1.19 "Member" shall mean a member of the Neighborhood Association and shall include all Owners.
- 1.20 "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.
- 1.21 "Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.
- 1.22 "Neighborhood Association" shall mean the "Courtyard Village at Green Farm Owners Association," a Utah nonprofit corporation, organized to serve and act as the governing body of The Courtyard at Green Farm Phase 2.
- 1.23 "Owner" shall mean any person or entity or combination thereof, including the Declarant, owning fee title to a Lot within The Courtyard at Green Farm Phase 2 as shown on the records of Weber County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.
- 1.24 "Period of Administrative Control" shall mean and refer to a period of time commencing on the date this Neighborhood Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) at such time as Declarant no longer owns any Lot within The Courtyard at Green Farm Phase 2, or (b) at such time as the Declarant executes and records a written transfer of control document.
- 1.25 "Plat" or "Map" shall mean the Plat or Plats for The Courtyard at Green Farm Phase 2, a planned residential unit development, as recorded in the office of the County Recorder for Weber County, State of Utah.
- 1.26 "Project" shall mean the Subject Land, Buildings, the Units, the Common Areas and Facilities and all improvements constructed on the Subject Land, as approved by the applicable governmental authorities. As used herein, the term "Project" means and refers only to The Courtyard at Green Farm Phase 2 project (not to the master project). The Project is located within said master project.
- 1.27 "Regular Common Assessments" shall mean the annual assessments levied by the Neighborhood Association to pay the budgeted Common Expenses.
- 1.28 "Special Common Assessments" shall mean assessments, which the Neighborhood Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.
- 1.29 "Specific Assessments" shall mean assessments which the Association may levy from time to time against an Owner or Owner's Lot, in addition to Regular Common Assessments and Special Common Assessments, for the purposes provided herein.
- 1.30 "Subject Land" shall mean the land upon which The Courtyard at Green Farm Phase 2 is situated, as more particularly described in Exhibit "A". If The Courtyard at Green Farm Phase 2 is expanded pursuant to Article II below, the Subject Land will include the land added to The Courtyard at Green Farm Phase 2.
- 1.31 "Total Votes of the Neighborhood Association" shall mean the total number of votes appertaining to the Lots in The Courtyard at Green Farm Phase 2, including all votes pertaining to the Class B Member for such time as Declarant owns at least one (1) Lot or Unit. After Class B

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- 1.31 "Total Votes of the Neighborhood Association" shall mean the total number of votes appertaining to the Lots in The Courtyard at Green Farm Phase 2, including all votes pertaining to the Class B Member for such time as Declarant owns at least one (1) Lot or Unit. After Class B

membership ceases to exist, all Lots shall have an equal vote and each Lot shall be entitled to one vote.

- 1.32 "Unit" shall mean each townhome within the Project designed for separate ownership and occupancy. The Unit shall also include the Lot on which the Unit is located, as depicted on the Plat. The landscaping on the Lot shall be considered Limited Common Areas and Facilities (maintained by the Neighborhood Association) even though the land comprising the Lot is privately owned as part of the Unit.
- 1.33 "Unit Number" shall mean the number, letter or combination of numbers and letters that identifies only one Unit in the Project.

## **ARTICLE II: DESCRIPTION, DIVISION AND EXPANSION OF PROJECT**

- 2.1 **Submission to Neighborhood Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a planned residential townhome unit development subdivision to be known as The Courtyard at Green Farm Phase 2. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and, in the Plat, each and all of which are declared and agreed to be for the benefit of The Courtyard at Green Farm Phase 2 and in furtherance of a plan for improvement of said property and division thereof into Lots and Common Areas and Facilities and Facilities. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns. In addition to the forgoing, each and all of the provisions of the Master Declaration, including any assessment provisions thereof, shall be deemed to run with the Lots and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, heirs, executors, administrators and successors.
- 2.2 **Separate Phases.** The Declarant may build the Project in one or more phases. The Declarant may record more than one Plat as the Project is constructed in phases.
- 2.3 **Declarant's Option to Expand.** Declarant hereby reserves the option to expand the Subject Land (the "Option to Expand") upon the terms and provisions set forth in this Article by filing a supplemental declaration, without the prior consent of the Owners or the Neighborhood Association. Only Declarant and its assigns may exercise the Option to Expand, and Declarant and its assigns shall have the right to expand the Neighborhood Association even if the Declarant no longer owns any Lot within the Project. Additional Lots and/or Common Areas and Facilities may be added to the Project, as part of the Additional Land, within the Period of Administrative Control. If the Option to Expand is exercised by Declarant or its assigns, it may do so at any time after the recording of this Declaration. There is no obligation of any kind whatsoever for the Declarant or its assigns to exercise the Option to Expand. The terms and conditions of the Option to expand shall be as follows:
- a. The real property subject to the Option to Expand shall consist of property adjacent to the subdivision.

membership ceases to exist, all Lots shall have an equal vote and each Lot shall be entitled to one vote.

- 1.32 "Unit" shall mean each townhome within the Project designed for separate ownership and occupancy. The Unit shall also include the Lot on which the Unit is located, as depicted on the Plat. The landscaping on the Lot shall be considered Limited Common Areas and Facilities (maintained by the Neighborhood Association) even though the land comprising the Lot is privately owned as part of the Unit.
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## **ARTICLE II: DESCRIPTION, DIVISION AND EXPANSION OF PROJECT**

- 2.1 **Submission to Neighborhood Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a planned residential townhome unit development subdivision to be known as The Courtyard at Green Farm Phase 2. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and, in the Plat, each and all of which are declared and agreed to be for the benefit of The Courtyard at Green Farm Phase 2 and in furtherance of a plan for improvement of said property and division thereof into Lots and Common Areas and Facilities and Facilities. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns. In addition to the forgoing, each and all of the provisions of the Master Declaration, including any assessment provisions thereof, shall be deemed to run with the Lots and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, heirs, executors, administrators and successors.
- 2.2 **Separate Phases.** The Declarant may build the Project in one or more phases. The Declarant may record more than one Plat as the Project is constructed in phases.
- 2.3 **Declarant's Option to Expand.** Declarant hereby reserves the option to expand the Subject Land (the "Option to Expand") upon the terms and provisions set forth in this Article by filing a supplemental declaration, without the prior consent of the Owners or the Neighborhood Association. Only Declarant and its assigns may exercise the Option to Expand, and Declarant and its assigns shall have the right to expand the Neighborhood Association even if the Declarant no longer owns any Lot within the Project. Additional Lots and/or Common Areas and Facilities may be added to the Project, as part of the Additional Land, within the Period of Administrative Control. If the Option to Expand is exercised by Declarant or its assigns, it may do so at any time after the recording of this Declaration. There is no obligation of any kind whatsoever for the Declarant or its assigns to exercise the Option to Expand. The terms and conditions of the Option to expand shall be as follows:
- a. The real property subject to the Option to Expand shall consist of property adjacent to the subdivision.

- b. Subject to the provisions of Section 2.3.c. below, the Option to Expand may be exercised at different times as to all or any portions of any Additional Land. In the event the Option to Expand is exercised with respect to a portion of the Additional Land, the Option to Expand may subsequently be exercised with respect to any other portion of Additional Land. There are no limitations regarding when any portion of the Additional Land may be added if added during the Period of Administrative Control.
  - c. Declarant shall not be restricted regarding the location of improvements on the Additional Land or in the number or kind of Units or structures that may be created on the Additional Land, except as may be required by applicable zoning requirements, ordinances or regulations.
  - d. The Units to be located on the Additional Land shall be subject to the same uses and restriction set forth in this Neighborhood Declaration. Declarant reserves the right to exercise all developmental rights reserved or afforded in this Neighborhood Declaration with respect to any Units located on the Additional Land.
  - e. At the time Declarant records a supplemental declaration and a supplemental Plat in connection with Declarant's exercise of its Option to Expand, Declarant shall have six (6) votes for each Lot created in the Additional Land.
  - f. After additional Lots are added to the Project and sold by Declarant or its successor, Lot Owners shall continue to have one vote for per Lot and pay an equal amount and percentage of the Common Expenses. As set forth in Section 9.1, Declarant shall not be obligated to pay any Common Expense assessment or any other assessment to the Neighborhood Association for any Exempt Unit.
  - g. Each Owner, by execution of contract for deed or the acceptance of a deed to a Lot in the Project, shall be deemed to have consented to all provisions of this Neighborhood Declaration and this Article II. After the filing for record of any amendment to this Neighborhood Declaration, the supplemental declaration and/or supplemental Plat reflecting Declarant's exercise of the Option to Expand, or any other part thereof, legal and equitable title to each Lot thereby created within the Additional Land shall be vested in and held by Declarant and none of the other Owners shall have any claim or title to or interest in such Lot.
  - h. Declarant shall not be required to obtain the consent of any Owners or of any other person or entity having any right or interest in all or any portion of the Project prior to or subsequent to adding all or portions of the Additional Land.
  - i. During the Period of Administrative Control, no provision of this Article II shall be amended without the prior written consent of Declarant.
- 2.4 Expansion of Additional Land. In addition to the provisions for annexation specified in this Article II and subject to the applicable laws in effect from time to time, the Additional Land may be expanded to include additional real property, not yet identified. Such property may be annexed to the Additional Land in accordance with the then current applicable laws.
- 2.5 Subdivision into Lots. Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat.

- b. Subject to the provisions of Section 2.3.c. below, the Option to Expand may be exercised at different times as to all or any portions of any Additional Land. In the event the Option to Expand is exercised with respect to a portion of the Additional Land, the Option to Expand may subsequently be exercised with respect to any other portion of Additional Land. There are no limitations regarding when any portion of the Additional Land may be added if added during the Period of Administrative Control.
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  - e. At the time Declarant records a supplemental declaration and a supplemental Plat in connection with Declarant's exercise of its Option to Expand, Declarant shall have six (6) votes for each Lot created in the Additional Land.
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  - g. Each Owner, by execution of contract for deed or the acceptance of a deed to a Lot in the Project, shall be deemed to have consented to all provisions of this Neighborhood Declaration and this Article II. After the filing for record of any amendment to this Neighborhood Declaration, the supplemental declaration and/or supplemental Plat reflecting Declarant's exercise of the Option to Expand, or any other part thereof, legal and equitable title to each Lot thereby created within the Additional Land shall be vested in and held by Declarant and none of the other Owners shall have any claim or title or interest in such Lot.
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- 2.5 Subdivision into Lots. Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat.



- 2.6 Not a Cooperative or Condominium. The Courtyard at Green Farm Phase 2 is not a cooperative and is not a condominium project. The Courtyard at Green Farm Phase 2 is not subject to the provisions of the Utah Condominium Ownership Act, Sections 57-8-1 et seq., of the Utah Code.
- 2.7 Easements. The Declarant, its successors and assigns, shall have a transferable easement over, on and across any Common Areas and Facilities, for the purpose of doing all things reasonably necessary and proper for the construction, completion, development and sale of the Project.

### **ARTICLE III: IMPROVEMENTS**

- 3.1 Description of Units. There shall be one Unit located on each Lot, as shown on the Plat. Each Unit shall consist of the interior surfaces of the townhome and its perimeter walls, bearing walls, floors, ceilings, and the windows and doors of each Unit. In addition, each Unit shall consist of the airspace above and the subsurface below the land and all of the area and improvements above and below the surface of the land and within and part of the vertical boundaries defined by the Unit lines shown on the Plat, extended upwards to the heavens and downward to the center of the earth, included within the boundaries of each Lot. Each Unit shall further include the garage space and garage door, all exterior doors of the Unit, and the driveway (if any) and patio, deck and/or porch (if any) pertaining to each Unit. By this provision, the Declarant intends each Unit to be comprised of all of the physical improvements that pertain solely to the area in which the Unit is located or pertain solely to the improvements of that Unit, including, without limitation, all physical facilities, installations, lines, foundations, equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations that connect or provide service only to the applicable Unit. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; interior walls that support only the improvements within the Unit and are not supportive or load-bearing for the Building as a whole or for any other Units; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. The Owner(s) of each Unit will be responsible for all costs and expenses associated with the maintenance and repair of his/her/their respective Unit (as the term "Unit" is defined above, including, without limitation, the interior of the Unit, the driveway of the Unit, the garage and garage door, the front door, and the patio and porch of the Unit).

The following items shall not be included in the definition of a Unit (but shall be maintained and repaired by the Neighborhood Association): all areas and materials that are not included in the definition of a "Unit" as defined above, including, without limitation, the exterior surfaces of the Buildings, the roofs of the Buildings, and any and all physical facilities, installations, structural beams, foundations, equipment, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, sewer laterals, sewer lines, utility lines, and utility installations that provide service to, support or covering for, or otherwise pertain to, two (2) or more Units. These items which are expressly excluded from the definition of a Unit are part of the Common Areas and Facilities (described more fully below) to be maintained by the Neighborhood Association.

- 3.2 Common Areas and Facilities. The Common Areas and Facilities shall mean and include those portions of the Subject Land that are not part of the Units, as well as the open space areas of the Project, the common landscaping of the Project, the non-public roadways, streets and walkways, if any, within the Project, the entry/exit gates and related improvements, if any, within the Project, as well as any other areas in the Project that are not designated as a Lot or

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Unit on the Plat. The Common Areas and Facilities shall mean and include, but are not limited to, the foundation, columns, girders, beams, supports, and bearing walls that provide support for, or are load-bearing for, two (2) or more Units or a Building as a whole; and all roofs, exteriors and all exterior features of the Units and the Buildings. The Common Areas and Facilities also include all landscaping and grounds in the Project, and all other items designed as Common Areas and Facilities on the Plat(s); as well as all apparatuses and installations existing for common use; all utility pipes, lines or systems that provide water or sewer service to two (2) or more Units; and all repairs, maintenance, clearing (snow), and replacements of any of the foregoing.

For purposes of clarity, the following items are not considered part of the Common Areas and Facilities, but shall be owned, maintained and repaired by the Owner(s) of the applicable Unit: driveways and sidewalks located on or within a Lot; the garage door; the front door, and the patio and porch of the Unit.

- a. **Common Sewer Laterals and Utilities.** It is expressly acknowledged and understood that each Building may be serviced by only one common sewer lateral providing sewer line service to all Units located in the Building. As a result, each Unit may not have its own sewer lateral. It is understood that this design may increase the risk of having sewer service interrupted or impaired, or flooding or damage being caused, for one or more Units as a result of problems occurring with the common sewer lateral in another Unit. The common sewer lateral providing service to all Units within a Building shall be part of the Common Area and Facilities to be maintained and repaired by the Neighborhood Association; provided, however, that if any damage to the common sewer lateral is caused by the misuse, negligence or misconduct of an Owner (or that Owner's guests, invitees or family members), the Neighborhood Association shall have the right to hold the Owner responsible for all costs and expenses incurred to fix the damage, including, without limitation, the costs and expenses incurred to repair the sewer line and to repair any and all damage caused to other Owners' Units. The Neighborhood Association shall have an easement over and through each Unit in order to access, maintain and repair the common sewer lateral, as well as all other Common Areas and Facilities.

To the extent any Buildings are constructed such that there is only one utility line providing service to all Units in the Building, the above-stated provision regarding the common sewer lateral shall apply as well to such other common utility lines.

- b. **Ownership, Maintenance and Repair.** The Common Areas and Facilities in the Project shall be owned and maintained by the Neighborhood Association, and the recordation of the Plat(s) shall operate to convey title to all Common Areas and Facilities to the Neighborhood Association. The Neighborhood Association shall be responsible for the maintenance, repair, and snow removal of the non-public roadways within the Project (if any). Notwithstanding the preceding sentences in this provision, the Neighborhood Association shall not be deemed to own or hold title to any portion of the land located within a Lot or to a Unit.
- c. **No Alterations.** No Owner, directly or indirectly, shall make any alterations to any of the Common Areas and Facilities without the prior written consent of the Board, including, without limitation, any changes to any of the exterior elements of the Units, the paint

Unit on the Plat. The Common Areas and Facilities shall mean and include, but are not limited to, the foundation, columns, girders, beams, supports, and bearing walls that provide support for, or are load-bearing for, two (2) or more Units or a Building as a whole; and all roofs, exteriors and all exterior features of the Units and the Buildings. The Common Areas and Facilities also include all landscaping and grounds in the Project, and all other items designed as Common Areas and Facilities on the Plat(s); as well as all apparatuses and installations existing for common use; all utility pipes, lines or systems that provide water or sewer service to two (2) or more Units; and all repairs, maintenance, clearing (snow), and replacements of any of the foregoing.

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- c. **No Alterations.** No Owner, directly or indirectly, shall make any alterations to any of the Common Areas and Facilities without the prior written consent of the Board, including, without limitation, any changes to any of the exterior elements of the Units, the paint

color of the exterior of the Units, the landscaping of the Project or any other Common Areas and Facilities.

- 3.3 Limited Common Areas and Facilities. Limited Common Areas and Facilities shall mean any portion of the Common Areas and Facilities reserved for the use of certain Units/Owners in a Building to the exclusion of other Units/Owners in the same Building, including but not limited to backyards and private fenced areas (if any) pertaining to a particular Unit. Mechanical systems serving only certain Units, but not all Units, shall be Limited Common Areas and Facilities with respect to the Units which they serve. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest.
- 3.4 Common Walls. Each Unit will have at least one Common Wall with another Unit. To the extent that a Unit is connected by, or shares, a common wall ("Common Wall") with another Unit, the following provisions shall govern the use, maintenance, repair and restoration thereof:
- a. Each Unit sharing a Common Wall shall provide such access as may be reasonably necessary to permit the Owner of the other Unit sharing said Common Wall, and their respective agents and contractors, to maintain the integrity of the Common Wall, and to repair and restore it as necessary.
  - b. Should any Common Wall be damaged or destroyed by the negligence or other act or omission of an Owner of one of the Units sharing the same, or said Owner's agents, employees, invitees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Common Wall, and related damage to any Unit; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Unit sharing said Common Wall, shall first be applied toward the costs of repairing or restoring the Common Wall and related damages to Units. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the affected Owners.
  - c. Should any Common Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either Unit sharing said Common Wall, or said Owner's agents, employees, invitees or guests, the Owners of the Units sharing said Common Wall shall be equally liable for all necessary repairs or restoration of said Common Wall, and related damage to either Unit; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Unit sharing said Common Wall shall first be applied toward the costs of repairing or restoring the Common Wall and related damages to the affected Units. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the affected Owners.
  - d. Should any party fail or refuse to complete the repairs or restorations imposed upon it by these provisions, the other Owner, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such reimbursement shall be made within thirty (30) days after completion of the work and delivery to said party of a statement and demand for payment setting forth all costs incurred. The Owner shall have a direct right of recovery against said party for said party's portion of the costs incurred in making the necessary repairs or restorations, and to recover interest thereon at the rate

color of the exterior of the Units, the landscaping of the Project or any other Common Areas and Facilities.

- 3.3 Limited Common Areas and Facilities. Limited Common Areas and Facilities shall mean any portion of the Common Areas and Facilities reserved for the use of certain Units/Owners in a Building to the exclusion of other Units/Owners in the same Building, including but not limited to backyards and private fenced areas (if any) pertaining to a particular Unit. Mechanical systems serving only certain Units, but not all Units, shall be Limited Common Areas and Facilities with respect to the Units which they serve. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest.
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  - b. Should any Common Wall be damaged or destroyed by the negligence or other act or omission of an Owner of one of the Units sharing the same, or said Owner's agents, employees, invitees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Common Wall, and related damage to any Unit; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Unit sharing said Common Wall, shall first be applied toward the costs of repairing or restoring the Common Wall and related damages to Units. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the affected Owners.
  - c. Should any Common Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either Unit sharing said Common Wall, or said Owner's agents, employees, invitees or guests, the Owners of the Units sharing said Common Wall shall be equally liable for all necessary repairs or restoration of said Common Wall, and related damage to either Unit; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Unit sharing said Common Wall shall first be applied toward the costs of repairing or restoring the Common Wall and related damages to the affected Units. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the affected Owners.
  - d. Should any party fail or refuse to complete the repairs or restorations imposed upon it by these provisions, the other Owner, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such reimbursement shall be made within thirty (30) days after completion of the work and delivery to said party of a statement and demand for payment setting forth all costs incurred. The Owner shall have a direct right of recovery against said party for said party's portion of the costs incurred in making the necessary repairs or restorations, and to recover interest thereon at the rate

of 18% per annum until paid in full, together with recovery of attorney fees and costs if collection efforts become necessary.

- e. In the event of a dispute or controversy between the Owners of Units sharing a Common Wall, as to any matter within or arising out of the provisions of this Article 7, or the respective use, maintenance, repair, or replacement of said Common Wall, such dispute or controversy shall be submitted to the Board of Directors of the Association for arbitration. The decision of the Board with respect to the issues presented shall be binding upon the parties involved.

- 3.5 The above-stated provisions regarding Common Walls shall apply equally with respect to roofs and roofing materials that are shared in common by two (2) or more Units.

#### **ARTICLE IV: NATURE AND INCIDENTS OF OWNERSHIP**

- 4.1 Ownership and Maintenance of Units. The maintenance, replacement and repair of the Common Areas and Facilities of the Neighborhood Association as directed by the Board and the cost thereof shall be a Common Expense. Owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the Owner's expense, all portions of the Owner's Unit. Owners shall also keep clean and in a sanitary condition their balconies and patios, if any. Owners are responsible to maintain, repair and replace the foundations and concrete of their Unit. Attached as Exhibit "C" is a Maintenance Chart that lists the division of responsibility for maintenance and repair of various portions of the Subject Land between the Neighborhood Association and each Owner. The provisions of Exhibit "C" govern to the exclusion of any other language contained in this Neighborhood Declaration.
- 4.2 Maintenance of Lots.
- a. Landscaping. The Neighborhood Association shall be responsible for maintaining and replacing all lawn planted by the Declarant or by the Neighborhood Association as set forth on the Maintenance Chart attached as Exhibit "C". The Neighborhood Association shall not be responsible for the maintenance of gardens, trees, or other planted or improved areas on individual Lots, nor for the maintenance or replacement of any improvements installed or vegetation planted by an Owner.
  - b. Snow Removal. The Neighborhood Association shall remove snow within a reasonable time following a snowfall from public sidewalks. The Neighborhood Association shall not be responsible for injury or harm to any person (Owner, invitee or guest) who slips or falls on an Owner's sidewalk, porch or Lot due to snow or ice.
- 4.3 Title. Title to a Lot within The Courtyard at Green Farm Phase 2 may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- a. Title to part of a Unit may not be separated from any other part thereof during the period of ownership, and each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance,

of 18% per annum until paid in full, together with recovery of attorney fees and costs if collection efforts become necessary.

- e. In the event of a dispute or controversy between the Owners of Units sharing a Common Wall, as to any matter within or arising out of the provisions of this Article 7, or the respective use, maintenance, repair, or replacement of said Common Wall, such dispute or controversy shall be submitted to the Board of Directors of the Association for arbitration. The decision of the Board with respect to the issues presented shall be binding upon the parties involved.

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- 4.3 Title. Title to a Lot within The Courtyard at Green Farm Phase 2 may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- a. Title to part of a Unit may not be separated from any other part thereof during the period of ownership, and each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance,



respectively, of the entire Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth herein.

- b. No Owner shall be permitted to timeshare or to allow any other form of interval ownership or interval right-to-use form of timesharing of any Unit within the Project.
  - c. Every contract for the sale of a Unit and every other instrument affecting title to a Unit within the Project may describe a Unit by the name of the Project, the county wherein the Project is located and its Unit Number (or Lot Number) as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, the applicable Lot, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.
- 4.4 Prohibition Against Subdivision of Lot. No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause their Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.
- 4.5 Ownership and Use of Common Areas and Facilities. The Neighborhood Association may own Common Areas and Facilities. The Neighborhood Association shall have the exclusive right and obligation to manage and maintain any Common Areas and Facilities, and to repair, replace and reconstruct any existing or new Common Areas and Facilities. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Areas and Facilities in common with all other Owners. Except as otherwise provided in this Neighborhood Declaration, each Owner shall be entitled to the nonexclusive use of the Common Areas and Facilities in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Neighborhood Association. Each Owner will be responsible for an equal share of the insurance, maintenance and other costs and expenses relating to the Common Areas and Facilities.
- 4.6 Exclusive Use of Lot. Any porches, patios, driveways and other areas located on a Lot are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Owner or the Neighborhood Association as indicated on the attached Exhibit "C".
- 4.7 Fences and Walls. The Declarant shall build and install all fencing within the Neighborhood Association. All fences built by the Declarant shall be maintained, repaired and replaced by the Neighborhood Association. No Owner shall, without first receiving written permission from the Board, construct or install any fence within the Neighborhood Association. Any fence built by an Owner shall be maintained, repaired and replaced at that Owner's expense. Any fences or walls built with the Board's authorization shall be constructed of materials and shall be of such colors, styles and characteristics as approved by the Board, with the intent being that the Board will approve the construction, maintenance and reconstruction of any fences or walls 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 Courtyard at Green Farm Phase 2.
- 4.8 Inseparability. Title to any part of a Lot within The Courtyard at Green Farm Phase 2 may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be constructed to be a devise, encumbrance,

respectively, of the entire Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth herein.

- b. No Owner shall be permitted to timeshare or to allow any other form of interval ownership or interval right-to-use form of timesharing of any Unit within the Project.
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conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Neighborhood Declaration, including appurtenant membership in the Neighborhood Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy any Common Areas and Facilities in common with all Owners.

- 4.9 No Partition. No Owner nor the Neighborhood Association may bring any action for partition of any Common Areas and Facilities owned by the Neighborhood Association, except as allowed by law.
- 4.10 Separate Mortgages by Owners. Each Owner shall have the right separately to Mortgage or otherwise encumber his Lot. No Owner nor the Neighborhood Association shall attempt to or shall have the right to separately Mortgage or otherwise encumber the Common Areas and Facilities or any part thereof. Any Mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Neighborhood Declaration, and in the event of foreclosure the provisions of this Neighborhood Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.
- 4.11 Separate Taxation. Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. The Common Areas and Facilities shall be taxed in accordance with the ownership interest possessed by each Lot Owner. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.
- 4.12 Mechanic's Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.

#### **ARTICLE V: EASEMENTS**

- 5.1 Easement for Maintenance. The Neighborhood Association shall have the irrevocable right to have access from time to time to all Common Areas and Facilities maintained by the Neighborhood Association during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary. The Neighborhood Association shall also have the irrevocable right to have access from time to time to all Lots during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement of those portions of the Lots which the Neighborhood Association has responsibility or for making emergency repairs at any time herein necessary to prevent damage to the Lot.
- 5.2 Easements Deemed Created. All conveyances of Lots within The Courtyard at Green Farm Phase 2 hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

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## ARTICLE VI: RESTRICTIONS ON USE

The Units and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Board, shall be used in accordance with the following restrictions:

- 6.1 Residential Use. No Unit shall be used in any manner except for residential purposes. Notwithstanding the foregoing, home-based businesses which have no impact on the Project beyond the ordinary impact of residential use are permissible. Furthermore, it is Declarant's intention that the Units comply with all restrictions imposed by the City of West Haven under the applicable zoning ordinances for this Project.
- 6.2 Nuisance. No noxious, destructive or offensive activity shall be carried on or placed in or upon any Unit, or in the Common Areas, or Limited Common Areas and Facilities, or any part thereof, which shall interfere with the legal rights of other Owners, nor shall anything be done therein which is or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property. Without limiting the breadth of the foregoing, aluminum foil, sheets, linen, bed sheets, newspapers, or any other similar materials may not be used to cover the windows in any Unit. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and the use restrictions applicable to the Units. Without limiting the breadth of the foregoing sentence: (i) no automobile or other vehicle shall be parked at any location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts; (ii) no garments, rugs, or other household items, or wash lines of any kind may be hung, erected, or maintained outside of an Owner's Unit; and (iii) no Owner shall discard or permit any items to fall from the windows of his or her Unit.
- 6.3 Signage. Except for signs marketing a Unit "for sale," no signs, advertising, flags or advertising devices of any nature, including, without limitation, informational or directional signs or devices or campaign or political signs, shall be erected or maintained on any part of the Project, without the prior inspection and written approval of the Board, except as may be necessary temporarily to caution or warn of danger. If the Board consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Board. American and State flags are exempt from this prohibition. Declarant is exempt from this prohibition.
- 6.4 Pets. No pets, animals, livestock or poultry of any kinds shall be bred in or kept on or about the Project, except as may be allowed by the Neighborhood Association in accordance with rules and regulations governing pets which may be promulgated by the Board. The number of pets shall be limited to no more than a total of two dogs and/or cats. Pets shall not create a nuisance, and the following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unsanitary conditions; (c) defecating on any Common Areas and Facilities when the feces are not immediately cleaned up by the responsible party; (d) barking, howling, whining or making other disturbing noises in an excessive or continuous fashion; (e) harassing passersby by lunging at them or chasing vehicles; (f) attacking or threatening to attack people or other domestic pets; or (g) otherwise acting so as to unreasonably bother, annoy or disturb other residents or unreasonably interfering with their

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right of peaceful and quiet enjoyment of their Units. Pets in the Common Areas must be leashed at all times and may not be unattended. Pets may not be tied or tethered in any Common Areas. The Board may establish and enforce rules and regulations governing pets within the Project and may charge a deposit for pets within the Project.

- 6.5 Exterior Alterations. Except as otherwise permitted by this Neighborhood Declaration, no Owner shall, without the prior written consent of the Board, make or permit to be made any exterior alteration, or any exterior improvement or addition, in or to any Unit. No Owner shall, without the prior written consent of the Board, do any act that would impair the structural soundness or integrity of the Buildings or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities.
- 6.6 Damage and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest, lessee, licensee or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his or her guests, lessees, licensees, or invitees.
- 6.7 Compliance with Rules and Regulations. Each Owner shall comply strictly with all reasonable rules and regulations adopted by the Neighborhood Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Neighborhood Association in the sole discretion of its Board.
- 6.8 Leasing. Any Lease agreement between an Owner and a lessee regarding a Unit shall be subject in all respects to the provisions of this Neighborhood Declaration, the Articles and Bylaws and any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. All such Lease agreements shall be in writing and a copy of the Lease shall be filed with the Association. No Units may be rented for overnight rentals or any rental term shorter than 30 days. Other than the foregoing, there is no restriction on the right of any Owner to lease their Unit. An Owner shall be responsible and liable for any damage to the Project caused by the tenant.
- 6.9 Storm Doors. To the extent Owners choose to install storm doors on the front doors of their Units, the storm doors shall be of high quality with faux glass and be similar in style and color to the front door and have hardware that matches the color of the hardware on the front door.
- 6.10 Parking Areas. Owners may park automobiles in the driveway area immediately on the front of their Lot or in the street, but not elsewhere within The Courtyard at Green Farm Phase 2 unless the Neighborhood Association specifically designates additional parking areas.
- 6.11 Garbage Cans and Trash. Garbage cans may be placed in the street for collection the afternoon or evening prior to the day of collection and must be removed from the street within twelve (12) hours of collection. Garbage cans may not be stored in front of an Owner's Lot but must be

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stored in an Owner's garage or behind the Owner's side yard fence where it is not visible from the street. No trash, garbage or debris may be collected, placed, or stored on any portion of a Lot.

- 6.12 **Restrictions on Use.** All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration, each and all of which are declared and agreed to be for the benefit of the Project; further, each and all of the provisions of the Master Declaration, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of said Declarant, and any person acquiring, leasing, subleasing or owning an interest in the Project, their assigns, lessees, sub lessees, heirs, executors, administrators, devisees and successors.
- 6.13 **No Obstructions.** There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their property in the Common Areas and Facilities, except with the prior written consent of the Neighborhood Association.

#### **ARTICLE VII: THE NEIGHBORHOOD ASSOCIATION**

- 7.1 **Membership.** Each Owner shall be entitled and required to be a Member of the Neighborhood Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within The Courtyard at Green Farm Phase 2 cannot be separated from membership in the Neighborhood Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership in the Neighborhood Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Neighborhood Association, and membership in the Neighborhood Association may not be transferred except in connection with the transfer of a Lot.
- 7.2 **Voting Rights.** The Neighborhood Association shall have the following-described two classes of voting membership: (a) Class A. Class A Members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A Members shall each be entitled to one vote per Lot. (b) Class B. The Class B Member shall be in the Declarant and its assigns or successors, and shall consist of the interest the Declarant has in the existing Lots. For voting purposes the Class B Member shall be entitled to six (6) votes for each Lot owned by Declarant. The Class B Membership shall automatically cease and be converted to a Class A Membership at the expiration of the Period of Administrative Control.
- 7.3 **Board of Directors.** The Board of Directors shall consist of three (3) members. Declarant reserves the right to appoint all of the Board of Directors until the expiration of the Period of Administrative Control.

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- 7.2 **Voting Rights.** The Neighborhood Association shall have the following-described two classes of voting membership: (a) Class A. Class A Members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A Members shall each be entitled to one vote per Lot. (b) Class B. The Class B Member shall be in the Declarant and its assigns or successors, and shall consist of the interest the Declarant has in the existing Lots. For voting purposes the Class B Member shall be entitled to six (6) votes for each Lot owned by Declarant. The Class B Membership shall automatically cease and be converted to a Class A Membership at the expiration of the Period of Administrative Control.
- 7.3 **Board of Directors.** The Board of Directors shall consist of three (3) members. Declarant reserves the right to appoint all of the Board of Directors until the expiration of the Period of Administrative Control.

- 7.4 **Supplementation.** The provisions of this Article VII may be supplemented by the Articles of Incorporation and Bylaws of the Neighborhood Association; provided, however, that no such supplementation shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Neighborhood Declaration.
- 7.5 **Liability of Board.** The Neighborhood 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. 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 and gross: misfeasance, malfeasance, 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 Neighborhood Association (except to the extent that such officers or members of the Board may also be Members of the Neighborhood Association), and the Neighborhood 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. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability, officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

#### **ARTICLE VIII: RIGHTS AND OBLIGATIONS OF THE NEIGHBORHOOD ASSOCIATION**

- 8.1 **The Common Areas and Facilities.** The Neighborhood Association shall be responsible, as described in herein and subject to the rights and duties of the Owners as set forth in this Neighborhood Declaration, for the exclusive management and control of any Common Areas and Facilities and all improvements thereon. Except as otherwise provided for in this Neighborhood Declaration, the Neighborhood Association shall also be responsible for maintenance, repair, and replacement of all improvements or other materials located upon or used in connection with the Common Areas and Facilities.
- 8.2 **Manager.** The Neighborhood Association may by written contract delegate in whole or in part to a professional Manager such of the Neighborhood Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Neighborhood Association shall be paid for with funds from the Common Expense Fund.
- 8.3 **Miscellaneous Goods and Services.** The Neighborhood Association may obtain and pay for the services of such personnel as the Neighborhood Association shall determine to be necessary or desirable for the proper operation of The Courtyard at Green Farm Phase 2, whether such personnel are furnished or employed directly by the Neighborhood Association or by any person or entity with whom or which it contracts. The Neighborhood Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of The Courtyard at Green Farm Phase 2, the enforcement of this Neighborhood Declaration, or any other matter. In addition to the foregoing, the Neighborhood Association may acquire and pay

- 7.4 **Supplementation.** The provisions of this Article VII may be supplemented by the Articles of Incorporation and Bylaws of the Neighborhood Association; provided, however, that no such supplementation shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Neighborhood Declaration.
- 7.5 **Liability of Board.** The Neighborhood 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. 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 and gross: misfeasance, malfeasance, 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 Neighborhood Association (except to the extent that such officers or members of the Board may also be Members of the Neighborhood Association), and the Neighborhood 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. The Neighborhood Association shall, as a Common Expense, maintain adequate general liability, officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

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- 8.2 **Manager.** The Neighborhood Association may by written contract delegate in whole or in part to a professional Manager such of the Neighborhood Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Neighborhood Association shall be paid for with funds from the Common Expense Fund.
- 8.3 **Miscellaneous Goods and Services.** The Neighborhood Association may obtain and pay for the services of such personnel as the Neighborhood Association shall determine to be necessary or desirable for the proper operation of The Courtyard at Green Farm Phase 2, whether such personnel are furnished or employed directly by the Neighborhood Association or by any person or entity with whom or which it contracts. The Neighborhood Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of The Courtyard at Green Farm Phase 2, the enforcement of this Neighborhood Declaration, or any other matter. In addition to the foregoing, the Neighborhood Association may acquire and pay

for as a Common Expense, insurance, landscaping, snow removal, some exterior lighting, and other necessary or desirable utility services for the goods and services common to the Lots.

- 8.4 Real and Personal Property. The Neighborhood Association may acquire, hold and own real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. The Owners shall own an undivided interest in all any Common Areas and Facilities. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.
- 8.5 Rules and Regulations. The Neighborhood Association by action of its Board of Directors may make reasonable rules and regulations governing the use of the Lots and of any Common Areas and Facilities, which rules and regulations shall be consistent with the rights and duties established in this Neighborhood Declaration. The Neighborhood Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. The Neighborhood Association is empowered to adopt rules allowing for the termination of utilities upon non-payment of fees, as provided in Utah Code Annotated§ 57-8a-309, to adopt rules for the collection of lease payments from tenants as provided in Utah Code Annotated§ 57-8a-310, and to adopt rules allowing the Neighborhood Association to assess a fine against those residents, owners or tenants who violate the Neighborhood Association's Neighborhood Declaration, bylaws or rules and regulations, which rules shall be consistent with those permitted in Section 57-8a-208, Utah Code. In the event of such action, with or without the filing of a judicial action, the Neighborhood Association shall be entitled to recover its costs including reasonable attorney fees, from the offending Owner. During the Period of Administrative Control the Declarant is exempt from Neighborhood Association rules and regulations.
- 8.6 Construction Period Exemption. During the course of actual construction of any structures or improvements which are permitted to be located on The Courtyard at Green Farm Phase 2, the provisions, covenants, conditions, and restrictions contained in this Neighborhood Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.
- 8.7 Implied Rights. The Neighborhood Association may exercise any right or privilege given to it expressly by this Neighborhood Declaration or by law, and every other right or privilege reasonably necessary to effectuate any such right or privilege.

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

- 9.1 Common Assessments. The making and collection of Common Assessments by the Neighborhood Association from Owners of Units for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:
- a. Declarant, for each Unit owned by Declarant which is not an Exempt Unit, and each Owner, other than Declarant, by becoming an Owner of a Unit is deemed to covenant and agree to pay Assessments to the Neighborhood Association in accordance with this

for as a Common Expense, insurance, landscaping, snow removal, some exterior lighting, and other necessary or desirable utility services for the goods and services common to the Lots.

- 8.4 Real and Personal Property. The Neighborhood Association may acquire, hold and own real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. The Owners shall own an undivided interest in all any Common Areas and Facilities. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.
- 8.5 Rules and Regulations. The Neighborhood Association by action of its Board of Directors may make reasonable rules and regulations governing the use of the Lots and of any Common Areas and Facilities, which rules and regulations shall be consistent with the rights and duties established in this Neighborhood Declaration. The Neighborhood Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. The Neighborhood Association is empowered to adopt rules allowing for the termination of utilities upon non-payment of fees, as provided in Utah Code Annotated§ 57-8a-309, to adopt rules for the collection of lease payments from tenants as provided in Utah Code Annotated§ 57-8a-310, and to adopt rules allowing the Neighborhood Association to assess a fine against those residents, owners or tenants who violate the Neighborhood Association's Neighborhood Declaration, bylaws or rules and regulations, which rules shall be consistent with those permitted in Section 57-8a-208, Utah Code. In the event of such action, with or without the filing of a judicial action, the Neighborhood Association shall be entitled to recover its costs including reasonable attorney fees, from the offending Owner. During the Period of Administrative Control the Declarant is exempt from Neighborhood Association rules and regulations.
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- a. Declarant, for each Unit owned by Declarant which is not an Exempt Unit, and each Owner, other than Declarant, by becoming an Owner of a Unit is deemed to covenant and agree to pay Assessments to the Neighborhood Association in accordance with this

Neighborhood Declaration. Each Unit in the Project (except for Exempt Units) shall be liable for an equal share of the Common Expenses of the Neighborhood Association. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this shall be the Common Expense Account. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Neighborhood Association in accordance with the provisions of this Neighborhood Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit annually.

- b. The Neighborhood Association may not impose a Regular Common Assessment per Unit which is more than 20% greater than the previous year's Regular Common Assessment, without first obtaining the vote of Owners, constituting a quorum, casting a majority of the Total Votes of the Neighborhood Association at a meeting of the Neighborhood Association. Such percentage increase shall be calculated without regard to any increase attributable to an increase in real estate taxes against the Units. The Neighborhood Association shall provide notice, by first class mail to all Owners, of any increase in the Common Assessments not less than fifteen (15) nor more than sixty (60) days prior to the date the increased Regular Common Assessment is due.
- c. In addition to the Regular Common Assessments, the Neighborhood Association may levy in any calendar year, Special Common Assessments applicable to that year only. However, in any fiscal year, except as otherwise provided in this Neighborhood Declaration, the Board shall not, without the vote or written assent of Owners, casting a majority of the Total Votes of the Neighborhood Association at a meeting or by written ballot, levy Special Common Assessments which in the aggregate exceed 10% of the budgeted gross expenses of the Neighborhood Association for that fiscal year. All Units within the Project, except Exempt Units, shall pay an equal portion of any Special Common Assessment. These provisions with respect to the imposition or allocation of Special Common Assessments shall not apply when the special assessment is to pay an increase in real property taxes. The Board shall provide notice by first class mail to all Owners of any Special Common Assessments not less than fifteen (15) nor more than sixty (60) days prior to the date such Assessment is due. Special Common Assessments shall be paid as determined by the Board and the Board may permit Special Common Assessments to be paid in installments extending beyond the fiscal year in which the Special Common Assessment is imposed.
- d. The Neighborhood Association may also levy a Specific Assessment against an Owner or an Owner's Unit: (1) to reimburse the Neighborhood Association for costs incurred in bringing an Owner and/or an Owner's Unit into compliance with the provisions of this Neighborhood Declaration, the Bylaws, rules and regulations of the Neighborhood Association or any other governing instrument of the Project; (2) to cover costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying a Specific Assessment for this purpose; (3) to pay the costs, including overhead and administrative costs, of providing services to the Owner or the Owner's Unit in accordance with this Neighborhood Declaration, or pursuant to any menu

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of special services which may be offered by the Neighborhood Association or the Manager; or 4) Reinvestment Fees and/or the nonpayment of a Reinvestment Fees. Specific Assessments for special services may be levied in advance of the provision of the requested service.

- e. All Assessments shall be due as determined pursuant to this Neighborhood Declaration and the Bylaws. Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall be delinquent and shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Board, from the date when due until paid. In addition, Owners who do not pay their Common Assessments when due shall be subject to a late fee of Fifty dollars (\$50.00), adjustable from year to year at the discretion of the Board. All payments of Assessments shall be first applied to accrued interest and late fees, and then to the Assessment payment first due. All Assessments to pay a judgment against the Neighborhood Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Neighborhood Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.
- f. There shall be a lien upon the applicable Unit for all unpaid Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to the Neighborhood Declaration and the Act. The lien for unpaid Assessments and related charges shall be effective upon recordation in the Office of the Weber County Recorder of a written notice of lien by the Board or manager. The written notice of lien shall set forth the amount of the Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Chapter 1, Title 38, Utah Code Ann., as amended from time to time. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Neighborhood Association any Assessments against the Unit which shall become due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Board shall have the right and power on behalf of the Neighborhood Association to bid at any foreclosure sale and to hold, lease, mortgage or convey the subject Unit in the name of the Neighborhood Association. In furtherance of such foreclosure rights, the Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same or the Neighborhood Association may foreclose the lien in accordance with the provisions of the Act. The Neighborhood Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1 Utah Code Ann. Each Owner hereby conveys all of its right, title and interest in its Unit to

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such trustee, in trust, with a power of sale, to secure each Owner's obligations under the Neighborhood Declaration, including but not limited to the obligation to pay all Assessments. The Neighborhood Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same. The lien of the Neighborhood Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Neighborhood Declaration, a First Mortgage on a Unit as provided for herein and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Neighborhood Association from taking a deed in lieu of foreclosure. The Board, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid Assessments against the Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Neighborhood Association, the Board, the Manager and every Owner, in favor of all who rely on such statement in good faith.

- g. The amount of any Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Neighborhood Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Neighborhood Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit or by waiving any services or amenities provided for in this Neighborhood Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Neighborhood Association in connection therewith, including reasonable attorneys' fees.
- h. The personal obligation of an Owner to pay unpaid Assessments against his Unit shall not pass to successors in title unless assumed by them; provided, however, that a lien to secure unpaid assessments shall not be impaired, nullified or otherwise affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further Assessments.
- i. All Exempt Units shall be exempt from the Assessments (including Regular Common Assessments and Special Common Assessments). Declarant shall remain a Class B Member in the Neighborhood Association at all times until Declarant surrenders such Class B Membership status in writing in as set forth herein, notwithstanding its temporary exemption status from the required Assessment payments. On the date on which a Unit loses its status of being an Exempt Unit, then it shall automatically be subject to its share of Assessments from that date forward.

- 9.2 Reserve Account. The Board shall establish a reserve account to fund long-term maintenance of Common Areas and Facilities, as outlined on Exhibit C, for which the Neighborhood Association is responsible for. Nevertheless, the Board may authorize the temporary transfer of money from the reserve account to the Neighborhood Association's operating account from time to time to meet short-term cash flow requirements and pay other expenses. Any such funds so transferred

such trustee, in trust, with a power of sale, to secure each Owner's obligations under the Neighborhood Declaration, including but not limited to the obligation to pay all Assessments. The Neighborhood Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same. The lien of the Neighborhood Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Neighborhood Declaration, a First Mortgage on a Unit as provided for herein and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Neighborhood Association from taking a deed in lieu of foreclosure. The Board, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid Assessments against the Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Neighborhood Association, the Board, the Manager and every Owner, in favor of all who rely on such statement in good faith.

- g. The amount of any Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Neighborhood Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Neighborhood Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit or by waiving any services or amenities provided for in this Neighborhood Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Neighborhood Association in connection therewith, including reasonable attorneys' fees.
- h. The personal obligation of an Owner to pay unpaid Assessments against his Unit shall not pass to successors in title unless assumed by them; provided, however, that a lien to secure unpaid assessments shall not be impaired, nullified or otherwise affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further Assessments.
- i. All Exempt Units shall be exempt from the Assessments (including Regular Common Assessments and Special Common Assessments). Declarant shall remain a Class B Member in the Neighborhood Association at all times until Declarant surrenders such Class B Membership status in writing in as set forth herein, notwithstanding its temporary exemption status from the required Assessment payments. On the date on which a Unit loses its status of being an Exempt Unit, then it shall automatically be subject to its share of Assessments from that date forward.

- 9.2 Reserve Account. The Board shall establish a reserve account to fund long-term maintenance of Common Areas and Facilities, as outlined on Exhibit C, for which the Neighborhood Association is responsible for. Nevertheless, the Board may authorize the temporary transfer of money from the reserve account to the Neighborhood Association's operating account from time to time to meet short-term cash flow requirements and pay other expenses. Any such funds so transferred

shall constitute a debt of the Neighborhood Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Board may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Neighborhood Association, delay such restoration until the time it reasonably determines to be necessary. The Board shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth herein. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

- 9.3 Option to Collect Master Association Assessments. If the Neighborhood Association determines it would be reasonable for the members of the Neighborhood Association to pay the monthly Neighborhood Association Assessment and the monthly Master Association Assessment jointly, the Neighborhood Association may collect both Assessments from a Member and forward the Master Association Assessment. When forwarding any Assessment to the Master Association, the Neighborhood Association shall include a list of those Members who have paid the Master
- 9.4 Association Assessment. The Neighborhood Association shall forward any Master Association Assessment it receives to the Master Association within 10 days of receiving a payment. If the Master Association receives payment from the Neighborhood Association after the 10th day of the month the payment was due, the Master Association may assess a late fee and against an Owner as described in this article, even if the Owner had made the payment on time to the Neighborhood Association. The Neighborhood Association shall not be responsible for Master Association Assessments an Owner fails to pay and shall not be entitled or required to initiate collection efforts against an Owner who has not paid a Master Association Assessment. The Neighborhood Association shall be free to stop collecting Master Association Assessments at any time.
- 9.5 Reinvestment Fee Covenant. A Reinvestment Fee Covenant is hereby established as permitted under Utah Code §57-1-46. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment amount in accordance with this Section. The following terms and conditions shall govern Reinvestment Fees:
- a. Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Weber County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.
  - b. The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code §57-1-46.

shall constitute a debt of the Neighborhood Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Board may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Neighborhood Association, delay such restoration until the time it reasonably determines to be necessary. The Board shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth herein. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

- 9.3 Option to Collect Master Association Assessments. If the Neighborhood Association determines it would be reasonable for the members of the Neighborhood Association to pay the monthly Neighborhood Association Assessment and the monthly Master Association Assessment jointly, the Neighborhood Association may collect both Assessments from a Member and forward the Master Association Assessment. When forwarding any Assessment to the Master Association, the Neighborhood Association shall include a list of those Members who have paid the Master
- 9.4 Association Assessment. The Neighborhood Association shall forward any Master Association Assessment it receives to the Master Association within 10 days of receiving a payment. If the Master Association receives payment from the Neighborhood Association after the 10th day of the month the payment was due, the Master Association may assess a late fee and against an Owner as described in this article, even if the Owner had made the payment on time to the Neighborhood Association. The Neighborhood Association shall not be responsible for Master Association Assessments an Owner fails to pay and shall not be entitled or required to initiate collection efforts against an Owner who has not paid a Master Association Assessment. The Neighborhood Association shall be free to stop collecting Master Association Assessments at any time.
- 9.5 Reinvestment Fee Covenant. A Reinvestment Fee Covenant is hereby established as permitted under Utah Code §57-1-46. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment amount in accordance with this Section. The following terms and conditions shall govern Reinvestment Fees:
- a. Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Weber County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.
  - b. The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code §57-1-46.

- 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 be treated as a Specific Assessment for collection purposes.
- d. All transfers of Lots from Declarant to a Declarant-related entity shall be exempt from a Reinvestment Fee. The Declarant shall have the sole discretion to determine whether such Transferee is a related entity and if a Reinvestment Fee applies.

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

- 10.1 Types of Insurance. To the extent not covered by the Master Association, the Neighborhood Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by a company licensed to do business in the State of Utah:
- a. Liability Insurance. Liability insurance with adequate limits of liability for bodily injury and property damage, consistent with that of similarly situated homeowners associations in Weber County.
  - b. Director's and Officer's Insurance. Adequate director's and officer's liability insurance (i.e., errors and omissions insurance).
  - c. Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Board to cover all non-compensated officers as well as all employees for theft of Neighborhood Association funds.
- 10.2 No Fire and Casualty Insurance Carried by Neighborhood Association. The Neighborhood Association shall not be responsible to purchase insurance coverage on the Lots or on the Units. Each Owner is required to obtain insurance on their own Lot for their own protection and benefit and as a requirement of any loan they may have on their Unit, which Owner's insurance is for the purpose of insuring the Lot against fire damage, water damage, water pipe damage, theft and vandalism, plus those additional types of losses normally covered by homeowners insurance that are not covered under the Neighborhood Association. Each Owner should provide a copy of this Article X their insurance agent to make sure they obtain adequate and complete insurance coverage.
- 10.3 Additional Coverage. The provisions of this Neighborhood Declaration shall not be construed to limit the power or authority of the Neighborhood Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Neighborhood Declaration in such amounts and in such forms as the Neighborhood Association may from time to time deem appropriate.
- 10.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on The Courtyard at Green Farm Phase 2 shall be vested in the Board. In no event shall the insurance coverage obtained and maintained by the Neighborhood Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.
- 10.5 Insurance Carried by Owners. Each Owner is responsible for and shall obtain insurance, at his own expense, providing coverage upon his own Lot and Unit and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate.

- 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 be treated as a Specific Assessment for collection purposes.
- d. All transfers of Lots from Declarant to a Declarant-related entity shall be exempt from a Reinvestment Fee. The Declarant shall have the sole discretion to determine whether such Transferee is a related entity and if a Reinvestment Fee applies.

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- 10.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on The Courtyard at Green Farm Phase 2 shall be vested in the Board. In no event shall the insurance coverage obtained and maintained by the Neighborhood Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.
- 10.5 Insurance Carried by Owners. Each Owner is responsible for and shall obtain insurance, at his own expense, providing coverage upon his own Lot and Unit and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate.



**ARTICLE XI: COMPLIANCE WITH NEIGHBORHOOD DECLARATION AND BYLAWS**

- 11.1 Compliance. Each Owner shall comply with the provisions of this Neighborhood Declaration, the Articles of Incorporation and Bylaws of the Neighborhood Association, rules and regulations promulgated by the Neighborhood Association, and the decisions and resolutions of the Neighborhood Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Neighborhood Association or by an aggrieved Owner.
- 11.2 Enforcement and Remedies. The Neighborhood Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Neighborhood Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Neighborhood Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Neighborhood Association or any owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provisions hereof, the party against whom enforcement is sought shall pay to the Neighborhood Association or enforcing owner a reasonable attorney fee.

**ARTICLE XII: COLLECTION FROM RENTERS**

- 12.1 Collecting Fees from Renters. If the Owner of a Lot who is leasing the Lot fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board may require the tenant to pay to the Neighborhood Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Neighborhood Association is paid.
- 12.2 Notice to Lot Owner. The Board shall give the Owner written notice of the Board's intent to demand full payment of all delinquent Assessments from the owner's tenant. This notice shall be sent by regular first-class mail to the last known address of the Owner, as provided on the records of the county recorder or as provided by the Owner to the Board. The notice shall inform the Owner that all delinquent Assessments must be paid to the Neighborhood Association within fifteen (15) days from the date the notice is mailed to the Owner, and if payment is not received within fifteen (15) days, the Board shall notify the tenant that future lease payments shall be paid to the Neighborhood Association and not to the Owner. This notice to the Owner shall also:
- a. Provide that the Board will give notice to the tenant that full payment of remaining lease payments will begin with the next monthly payment unless the delinquent Assessment is paid by the Owner within fifteen (15) days from the date contained on the notice;
  - b. State the amount of the delinquent Assessment due, including any interest or late payment fee; and

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- 11.2 Enforcement and Remedies. The Neighborhood Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Neighborhood Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Neighborhood Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Neighborhood Association or any owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provisions hereof, the party against whom enforcement is sought shall pay to the Neighborhood Association or enforcing owner a reasonable attorney fee.

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- 12.2 Notice to Lot Owner. The Board shall give the Owner written notice of the Board's intent to demand full payment of all delinquent Assessments from the owner's tenant. This notice shall be sent by regular first-class mail to the last known address of the Owner, as provided on the records of the county recorder or as provided by the Owner to the Board. The notice shall inform the Owner that all delinquent Assessments must be paid to the Neighborhood Association within fifteen (15) days from the date the notice is mailed to the Owner, and if payment is not received within fifteen (15) days, the Board shall notify the tenant that future lease payments shall be paid to the Neighborhood Association and not to the Owner. This notice to the Owner shall also:
- a. Provide that the Board will give notice to the tenant that full payment of remaining lease payments will begin with the next monthly payment unless the delinquent Assessment is paid by the Owner within fifteen (15) days from the date contained on the notice;
  - b. State the amount of the delinquent Assessment due, including any interest or late payment fee; and

- c. State that any costs of collection, not to exceed \$150, and other Assessments that become due may be added to the total amount due.
- 12.3 Notice to Tenant. If Owner fails to pay the amount of the assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant that informs the tenant that all future payments due from the tenant to the Owner shall be paid to the Neighborhood Association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Lot, (2) mailing a notice to the tenant at the address of the Lot, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to Owner. The notice provided to the tenant shall also state:
- a. Due to Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Neighborhood Association;
  - b. Until notification by the Neighborhood Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to Owner are to be paid to the Neighborhood Association; and
  - c. payment by the tenant to the Neighborhood Association will not constitute a default under the terms of the lease agreement with the Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.
- 12.4 Disbursement of Funds Collected. All funds paid to the Neighborhood Association pursuant to the notice shall be deposited in a separate account and disbursed to the Neighborhood Association until the Assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to Owner within five business days of payment in full to the Neighborhood Association.
- 12.5 Terminating Collection. Within five business days of payment in full of the Assessment, including any interest, late payment fee or costs or attorney fees, the Board must notify the tenant in writing that future lease payments are no longer due to the Neighborhood Association. A copy of this notification shall be mailed to Owner.
- 12.6 Definition of Lease. As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Lot by any person or persons, other than the Owner, for which the Lot Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

### **ARTICLE XIII: RIGHTS RESERVED TO DECLARANT**

- 13.1 Declarant's Right to Promote and Sell Lots. Notwithstanding any other provisions of this Neighborhood Declaration, until Declarant ceases to be an Owner ("Occurrence"), Declarant, its successor or assigns, shall have the following rights in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant:
- a. Sales Offices and Model Lots. Declarant, its successors and assigns, shall have the right to maintain sales offices, including a trailer, and model homes on any Common Areas and Facilities or any Lots owned by Declarant. Declarant shall have the right to maintain any number of model homes it may desire using the Lots Declarant owns.

- c. State that any costs of collection, not to exceed \$150, and other Assessments that become due may be added to the total amount due.
- 12.3 Notice to Tenant. If Owner fails to pay the amount of the assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant that informs the tenant that all future payments due from the tenant to the Owner shall be paid to the Neighborhood Association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Lot, (2) mailing a notice to the tenant at the address of the Lot, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to Owner. The notice provided to the tenant shall also state:
- a. Due to Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Neighborhood Association;
  - b. Until notification by the Neighborhood Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to Owner are to be paid to the Neighborhood Association; and
  - c. payment by the tenant to the Neighborhood Association will not constitute a default under the terms of the lease agreement with the Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.
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- b. Promotional Devices. Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or places on the Common Areas and Facilities or on the Lots owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary.
  - c. Right to Use any Common Areas and Facilities. Declarant shall have the right to use any Common Areas and Facilities of the Project to entertain prospective purchasers or to otherwise facilitate Lot sales, provided said use is reasonable as to both time and manner.
- 13.2 Declarant's Rights to Relocate Sales and Promotional Activities. Declarant shall have the right from time to time to locate or relocate its sales offices, trailer, model homes and signs, banners and similar devices, but in connection with each such location or relocation Declarant shall observe the limitations imposed by the preceding portions of this Article. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from The Courtyard at Green Farm Phase 2 any sales structures, fixtures, improvements, signs, banners and similar sales materials and properties.
- 13.3 Limitation on Amending Neighborhood Association Documents. During any time Declarant holds an ownership interest in any Lot or in any portion of the property, no amendment shall be made to the Neighborhood Declaration, Bylaws or Rules without the written consent and approval of the Declarant.
- 13.4 Other Rights. Pursuant to Utah Code § 57-8a-217(6), Declarant is hereby exempt from the provisions of Utah Code § 57-8a-217. Pursuant to Utah Code § 57-8a-211(5), Declarant shall have no duty to obtain a reserve analysis or to fund any reserve fund during the Period of Administrative Control.

#### **ARTICLE XIV: MORTGAGEE PROTECTION**

- 14.1 Mortgage Protection. Notwithstanding anything to the contrary contained in the Master Declaration:
- a. An adequate reserve fund for repair, maintenance and replacement of those elements of any Common Areas and Maintenance Areas that must be replaced on a periodic basis must be established and shall be funded by regular monthly payments rather than by Special Assessments. Amounts of such reserve funds shall be invested by the Board in obligations of the United States Government or in accounts insured by agencies of the U.S. Government and such funds shall be used only for the purpose for which collected and may not be used to reduce operating Common Assessments or deficits or for costs of capital Common Assessments not provided for as part of such funds;
  - b. All taxes, Common Assessments and charges, which may become liens prior to the first Mortgage under local law shall relate only to the individual Lots and not to the Project as a whole;
  - c. Any mortgage holder which comes into possession of the Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any claim of right or other provisions which may exist

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  - b. All taxes, Common Assessments and charges, which may become liens prior to the first Mortgage under local law shall relate only to the individual Lots and not to the Project as a whole;
  - c. Any mortgage holder which comes into possession of the Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any claim of right or other provisions which may exist

relating to sale or lease of the Lots in the Project, and no claim of right shall impair the rights of any first mortgage to: (i) foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage, (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or (iii) interfere with a subsequent sale or lease of the Lot so acquired by the Mortgagee.

- d. No Owner's association, or any other party, shall have priority over any rights of the first Mortgagee of the Lot pursuant to its Mortgage in the case of a distribution to such Lot owner of insurance proceeds or condemnation awards for losses to or a taking of Lots and/or Common Areas.
  - e. In the event of damage to or destruction of any part of the Common Areas, which loss exceeds \$10,000, the institutional holder of any first Mortgage on a Lot shall be entitled to timely written notice of any such damage or destruction. No Lot Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Lot Owner of any insurance proceeds regardless of the amount of loss. Upon request of any first Mortgagee the Master Association must provide a letter to said first Mortgagee wherein the Master Association agrees to notify the first Mortgagee or any organization it designates at the address indicated by the Mortgagee wherever damage to the Common Areas and related facilities exceeds \$10,000.00.
  - f. If any Lot or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first Mortgage of a Lot shall be entitled to timely written notice of any such proceeding or proposed acquisition. No Lot Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award with respect to the distribution to such Lot Owner of the proceeds of any award or settlement.
  - g. Each holder of a first mortgage lien on a Lot who obtains title to a Lot by virtue of remedies provided in the Mortgage, including but not limited to foreclosure of the mortgage, excluding conveyance by deed or assignment in lieu of foreclosure, shall take the Lot free of unpaid charges and shall not be liable for any unpaid claims or Common Assessments and charges against the Lot which accrue prior to the acquisition of title of such Lot by Mortgagee, unless such provision is contrary to Utah law.
  - h. Any lien, accruing after the placement of a mortgage on a Lot, which the Board may have on any Lot in the Project for the payment of Common Assessments attributable to such Lot, will be subordinate to the lien or equivalent security interest of any mortgage on the Lot, unless such provision is contrary to Utah Law.
- 14.2 Amendment. No provision of this Article XIV shall be amended without the consent of at least fifty-one percent of all first Mortgagees as appear on the official records of Weber County, Utah, as of the date of such amendment, which consent may be deemed as permitted by the provisions of the Community Association Act, U.C.A. § 57-Sa-220. However, should this Article XIV be amended without the prior consent of at least fifty-one percent of all first Mortgagees, the first Mortgagees who have received a security interest in a Lot as indicated on the official

relating to sale or lease of the Lots in the Project, and no claim of right shall impair the rights of any first mortgage to: (i) foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage, (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or (iii) interfere with a subsequent sale or lease of the Lot so acquired by the Mortgagee.

- d. No Owner's association, or any other party, shall have priority over any rights of the first Mortgagee of the Lot pursuant to its Mortgage in the case of a distribution to such Lot owner of insurance proceeds or condemnation awards for losses to or a taking of Lots and/or Common Areas.
  - e. In the event of damage to or destruction of any part of the Common Areas, which loss exceeds \$10,000, the institutional holder of any first Mortgage on a Lot shall be entitled to timely written notice of any such damage or destruction. No Lot Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Lot Owner of any insurance proceeds regardless of the amount of loss. Upon request of any first Mortgagee the Master Association must provide a letter to said first Mortgagee wherein the Master Association agrees to notify the first Mortgagee or any organization it designates at the address indicated by the Mortgagee wherever damage to the Common Areas and related facilities exceeds \$10,000.00.
  - f. If any Lot or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first Mortgage of a Lot shall be entitled to timely written notice of any such proceeding or proposed acquisition. No Lot Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award with respect to the distribution to such Lot Owner of the proceeds of any award or settlement.
  - g. Each holder of a first mortgage lien on a Lot who obtains title to a Lot by virtue of remedies provided in the Mortgage, including but not limited to foreclosure of the mortgage, excluding conveyance by deed or assignment in lieu of foreclosure, shall take the Lot free of unpaid charges and shall not be liable for any unpaid claims or Common Assessments and charges against the Lot which accrue prior to the acquisition of title of such Lot by Mortgagee, unless such provision is contrary to Utah law.
  - h. Any lien, accruing after the placement of a mortgage on a Lot, which the Board may have on any Lot in the Project for the payment of Common Assessments attributable to such Lot, will be subordinate to the lien or equivalent security interest of any mortgage on the Lot, unless such provision is contrary to Utah Law.
- 14.2 Amendment. No provision of this Article XIV shall be amended without the consent of at least fifty-one percent of all first Mortgagees as appear on the official records of Weber County, Utah, as of the date of such amendment, which consent may be deemed as permitted by the provisions of the Community Association Act, U.C.A. § 57-Sa-220. However, should this Article XIV be amended without the prior consent of at least fifty-one percent of all first Mortgagees, the first Mortgagees who have received a security interest in a Lot as indicated on the official



records of Weber County, Utah, will not be subject to the amendment but will be bound by the provisions of Article XIV that existed of record at the time the first Mortgagee received a security interest. Any Mortgagee who receives a security interest in a Lot will be bound by the provisions of this Article XIV that existed of record at the time the Mortgagee received a security interest in a Lot.

#### **ARTICLE XV: DISPUTE RESOLUTION**

- 15.1 **Statement of Intent.** Prior to purchasing a Lot, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot and Unit the Owner is purchasing regarding any aspect of the Project. Moreover, if any warranty is provided, it identifies only those items warranted by the Declarant. Having had the ability to inspect prior to purchasing a Lot, having received a written warranty if any warranty is provided, and having paid market price for a Lot in the condition the Lots and Common Areas and Facilities are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any builder or subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, each Owner (by purchasing a Lot) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lot during any period when litigation is pending. For this reason, each Owner by purchasing a Lot and the Declarant agree and acknowledge that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners, as set forth herein. In addition, the Neighborhood Association and each Owner agrees that they take ownership and possession of the Lots and any Common Areas and Facilities AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.
- 15.2 **Arbitration.** To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Neighborhood Association may have involving the Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer, builder or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot, Unit, Common Areas and Facilities, or any other component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any Owner or between or involving the Declarant and the Neighborhood Association. Arbitration proceedings shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 15.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include:
- a. Any allegation that a condition in any of the Lots, Units, or Common Areas and Facilities is a construction defect;
  - b. Any disagreement as to whether an alleged construction defect has been corrected;

records of Weber County, Utah, will not be subject to the amendment but will be bound by the provisions of Article XIV that existed of record at the time the first Mortgagee received a security interest. Any Mortgagee who receives a security interest in a Lot will be bound by the provisions of this Article XIV that existed of record at the time the Mortgagee received a security interest in a Lot.

#### **ARTICLE XV: DISPUTE RESOLUTION**

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- 15.2 **Arbitration.** To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Neighborhood Association may have involving the Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer, builder or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot, Unit, Common Areas and Facilities, or any other component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any Owner or between or involving the Declarant and the Neighborhood Association. Arbitration proceedings shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 15.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include:
- a. Any allegation that a condition in any of the Lots, Units, or Common Areas and Facilities is a construction defect;
  - b. Any disagreement as to whether an alleged construction defect has been corrected;

- c. Dd Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;
- d. Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;
- e. Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;
- f. Any alleged violations of consumer protection, unfair trade practice, or other statutes;
- g. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
- h. Any allegation that any condition existing in the Project or created by the Declarant, including construction-related noise, dust, and traffic, is a nuisance;
- i. Any disagreement concerning the issues that should be submitted to binding arbitration;
- j. Any disagreement concerning the timeliness of performance of any act to be performed by Declarant;
- k. Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;
- l. Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of the Lots, Units, or Common Areas and Facilities.

15.3 Pre-Arbitration Requirements. An Owner, the Master Association or a Neighborhood Association may only pursue a claim against the Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer, builder or contractor involved in the design or construction of the Project, to the extent described herein or by law after the following dispute resolution efforts have been completed:

- a. Right to Cure: The Owner shall provide to the Declarant a written Notice of Claim (defined below) and permit the Declarant one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings ("Right to Cure Period");
- b. If the dispute is not resolved within the 180-day Right to Cure Period, the parties agree to mediate the dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure Period provided for in this section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day Period.
- c. "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts

- c. Dd Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;
- d. Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;
- e. Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;
- f. Any alleged violations of consumer protection, unfair trade practice, or other statutes;
- g. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
- h. Any allegation that any condition existing in the Project or created by the Declarant, including construction-related noise, dust, and traffic, is a nuisance;
- i. Any disagreement concerning the issues that should be submitted to binding arbitration;
- j. Any disagreement concerning the timeliness of performance of any act to be performed by Declarant;
- k. Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;
- l. Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of the Lots, Units, or Common Areas and Facilities.

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- b. If the dispute is not resolved within the 180-day Right to Cure Period, the parties agree to mediate the dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure Period provided for in this section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day Period.
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taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

- 15.4 If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner, Master Association or any Neighborhood Association) shall have the right to proceed with binding arbitration; however, the Neighborhood Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Neighborhood Association after first obtaining a written opinion from legal counsel advising the Neighborhood Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Neighborhood Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a member of the American Arbitration Association's Panel of Construction Arbitrators, or by a different arbitrator or arbitration service provider if mutually approved by the parties. The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the American Arbitration Association. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.
- 15.5 Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitrator shall not award attorney fees or expert witness fees to the prevailing party. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties.
- 15.6 If any Owner, the Neighborhood Association, or the Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration of that or any other Dispute and such court shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein.
- 15.7 The Neighborhood Association and each Owner waives any right to subrogation against the Declarant and any builder and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Neighborhood Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the engineer, and builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Neighborhood Association and Owners hereby release Declarant, the Project engineer, and builder, their respective officers, employees, owners, and representatives from any and all liability to the Neighborhood Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Neighborhood Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Neighborhood Association or any Owner to recover thereunder. The Neighborhood Association and all Owners shall indemnify and defend the Declarant, the builder, and any of their officers,

taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

- 15.4 If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner, Master Association or any Neighborhood Association) shall have the right to proceed with binding arbitration; however, the Neighborhood Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Neighborhood Association after first obtaining a written opinion from legal counsel advising the Neighborhood Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Neighborhood Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a member of the American Arbitration Association's Panel of Construction Arbitrators, or by a different arbitrator or arbitration service provider if mutually approved by the parties. The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the American Arbitration Association. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.
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employees, owners, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

- 15.8 Nothing in this Neighborhood Declaration or in this Article XV shall grant or otherwise create a right of action by the Neighborhood Association against the Declarant, the developer or the builder, that does not otherwise already exist under Utah law.
- 15.9 The requirements of this Article XV are intended to be in addition to those requirements set forth in Section 57-Sa-229 of the Act. After expiration of the Period of Administrative Control the Association may not bring a legal action against a Declarant or a Board, employee, independent contractor, or agent of the Declarant or the previous Board related to the Period of Administrative Control unless the Association first complies with the requirements found in Section 57-Sa-229 of the Act.

#### **ARTICLE XVI: TERMINATION**

- 16.1 **Vote.** Except as otherwise provided in this Declaration, the Project may be terminated only by agreement of Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Association at a meeting of Owners duly called for such purpose at which a quorum is present, and with any and all approvals necessary from the City of West Haven for termination of this Project. Notwithstanding the foregoing, during the Declarant Control Period, the Project may only be terminated if the Declarant approves in writing the termination of the Project.
- 16.2 **Recordation.** All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project.
- 16.3 **Termination Agreement.** A termination agreement may provide that all of the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 16.4 **Association as Trustee.** The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to this Neighborhood Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to affect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Unit. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

employees, owners, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

- 15.8 Nothing in this Neighborhood Declaration or in this Article XV shall grant or otherwise create a right of action by the Neighborhood Association against the Declarant, the developer or the builder, that does not otherwise already exist under Utah law.
- 15.9 The requirements of this Article XV are intended to be in addition to those requirements set forth in Section 57-Sa-229 of the Act. After expiration of the Period of Administrative Control the Association may not bring a legal action against a Declarant or a Board, employee, independent contractor, or agent of the Declarant or the previous Board related to the Period of Administrative Control unless the Association first complies with the requirements found in Section 57-Sa-229 of the Act.

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- 16.2 **Recordation.** All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project.
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- 16.5 Proceeds. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lien holder.

#### **ARTICLE XVII: EMINENT DOMAIN**

- 17.1 Notice. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board and each Owner shall be entitled to notice thereof and the Board shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.
- 17.2 Common Areas and Facilities. With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Board to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.
- 17.3 Units. With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction and shall be deposited with the Board as trustee. Even though the damages or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Board as trustee. In the event an Owner refuses to so deposit his award with the Board, then at the option of the Board, either a Special Common Assessment shall be made against the defaulting Owner and his Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.
- 17.4 Partial Taking. If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:
- a. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.
  - b. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Board. The ownership interest in the Common Areas and Facilities appurtenant to the

- 16.5 Proceeds. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lien holder.

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- 17.2 Common Areas and Facilities. With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Board to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.
- 17.3 Units. With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction and shall be deposited with the Board as trustee. Even though the damages or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Board as trustee. In the event an Owner refuses to so deposit his award with the Board, then at the option of the Board, either a Special Common Assessment shall be made against the defaulting Owner and his Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.
- 17.4 Partial Taking. If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:
- a. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.
  - b. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Board. The ownership interest in the Common Areas and Facilities appurtenant to the

Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

- 17.5 Amendments to Plat. Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Section 17 shall be evidenced by an Amendment to this Declaration and the Plat, which need not be approved by the Owners.

#### **ARTICLE XVIII: DESTRUCTION OR DAMAGE**

- 18.1 Attorney In Fact. Subject to Section 19, all of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in- fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.
- 18.2 Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.
- 18.3 Procedure. In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:
- a. The Association shall give timely written notice to any holder of any First Mortgage on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.
  - b. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.
  - c. If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.
  - d. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in this Neighborhood Declaration, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected

Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

- 17.5 Amendments to Plat. Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Section 17 shall be evidenced by an Amendment to this Declaration and the Plat, which need not be approved by the Owners.

#### **ARTICLE XVIII: DESTRUCTION OR DAMAGE**

- 18.1 Attorney In Fact. Subject to Section 19, all of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in- fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.
- 18.2 Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.
- 18.3 Procedure. In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:
- a. The Association shall give timely written notice to any holder of any First Mortgage on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.
  - b. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.
  - c. If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.
  - d. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in this Neighborhood Declaration, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected

(together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

- e. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Total Votes of the Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the Total Votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Weber County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:
    - f. The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the pro-rata interests of the Owners in the Project.
    - g. In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.
- 18.4 If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect the repair and reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.
- 18.5 If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from Common Assessments shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners equally.
- 18.6 If any Owner (or the family members, guests, tenants or invitees of such Owner) causes any damages to or destruction of any Common Areas and Facilities or any Limited Common Areas, said Owner shall be fully responsible for all costs reasonably incurred to repair the damage or replace any items that need to be replaced as a result of the damage. All costs incurred by the

(together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

- e. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Total Votes of the Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the Total Votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Weber County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:
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Association in connection with such repair and/or replacement shall be secured by a lien in favor of the Association, and the Association shall have the same rights with respect to collection of said amounts and/or enforcement of the lien as it does with respect to collection of assessments and enforcement of the lien securing payment of assessments as set forth in this Neighborhood Declaration.

#### **ARTICLE XVII: GENERAL PROVISIONS**

- 19.1 **Intent and Purpose.** The provisions of this Neighborhood Declaration and any supplemental or amended declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned residential unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Neighborhood Declaration, or in any supplemental or amended declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 19.2 **Construction.** The provisions of this Neighborhood Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Neighborhood Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 19.3 **Notices/Registration of Mailing Address/Website/Electronic Mail Address.** Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, by publication on the Neighborhood Association's website, or by email with read receipt confirmed. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Board for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Board. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Board. Upon the purchase of any Lot, the Owner of such Lot shall register with the Neighborhood Association his current mailing address and electronic mail address. All notices or demands intended to be served upon any Owner shall be sent as provided in the Bylaws.
- 19.4 **Audit.** Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Neighborhood Association.
- 19.5 **Amendment.**
- a. Except as otherwise provided herein, this Neighborhood Declaration may be amended without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Owners. All necessary written consents must be obtained prior to the

Association in connection with such repair and/or replacement shall be secured by a lien in favor of the Association, and the Association shall have the same rights with respect to collection of said amounts and/or enforcement of the lien as it does with respect to collection of assessments and enforcement of the lien securing payment of assessments as set forth in this Neighborhood Declaration.

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expiration of ninety (90) days from the date the first written consent is obtained. In addition, this Neighborhood Declaration may be amended with a meeting of the Owners by the affirmative vote of a majority of the Owners present at such meeting, so long as a quorum is present. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by an officer of the Neighborhood Association certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Weber County, State of Utah.

- b. During the provided herein, this Neighborhood Declaration may be amended without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained. In addition, this Neighborhood Declaration may be amended with a meeting of the Owners by the affirmative vote of a majority of the Owners present at such meeting, so long as a quorum is present. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by an officer of the Neighborhood Association certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Weber County, State of Utah.

- 19.6 Effective Date. This Neighborhood Declaration and any amendments thereto shall take effect upon recording.
- 19.7 Agent for Service. The person to receive service of process for the Neighborhood Association shall be the then current registered agent of the Neighborhood Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.
- 19.8 Limitation on Neighborhood Association's Liability. The Neighborhood Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Neighborhood Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in The Courtyard at Green Farm Phase 2, or resulting from electricity, water, ground water, rain, snow or ice, or the settling of ground beneath a Lot. No diminution or abatement of any assessments under this Neighborhood Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to The Courtyard at Green Farm Phase 2 or any part thereof, or from any action taken to comply with any law, ordinance, or order of a governmental authority.

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19.9 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Neighborhood Declaration shall continue, notwithstanding that such Owner may be leasing, renting, or selling their Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after such Owner lawfully conveys title to such Lot.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized representative this 15<sup>th</sup> day of JUNE, 2022.

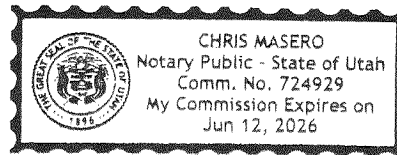
**DECLARANT**  
**GREEN FARM 2 COMMUNITY, LLC**  
A Utah limited liability company

By: David Lowry  
Print Name: David Lowry  
Its: Manager

STATE OF UTAH )  
COUNTY OF WEBER ) SS.

On the 15<sup>th</sup> day of June, 2022, personally appeared before me DAVID LOWRY who by me being duly sworn, did say that he is an authorized representative of Green Farm 2 Community, LLC, and that the forgoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public Chris Masero



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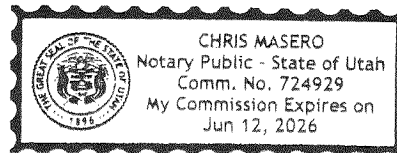
**DECLARANT**  
**GREEN FARM 2 COMMUNITY, LLC**  
A Utah limited liability company

By: David Lowry  
Print Name: David Lowry  
Its: Manager

STATE OF UTAH )  
COUNTY OF WEBER ) SS.

On the 15<sup>th</sup> day of June, 2022, personally appeared before me DAVID LOWRY who by me being duly sworn, did say that he is an authorized representative of Green Farm 2 Community, LLC, and that the forgoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public Chris Masero



**EXHIBIT A**  
**SUBJECT LAND – PROPERTY DESCRIPTION**  
**COURTYARD VILLAGE AT GREEN FARM OWNERS ASSOCIATION, INC.**

All of units 501 through 544 (Parcels 08-675-0001 through 08-675-0044), and Open Space Parcel 08-675-0046 of The Courtyard at Green Farm Phase 2 as recorded in the office of the Weber County recorder;  
and,

Future phases of The Courtyard at Green Farm, expected to include Phase 3, as annexed in time into the Association in accordance with Article II of the Declaration of Covenants, Conditions, and Restrictions for Courtyard Village at Green Farm Owners Association.

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**EXHIBIT B  
BYLAWS OF THE  
COURTYARD VILLAGE AT GREEN FARM OWNERS ASSOCIATION, INC.**

**ARTICLE I**

- 1.1 Name and Location. The name of the corporation is Courtyard Village at Green Farm Owners Association, Inc hereinafter referred to as the "Association." The principal office of the Association shall be located at 5617 South 1475 East, South Ogden, Utah 84403 (or at such other location as the Board hereafter may designate), but meetings of Owners and Board Members may be held at such places within the State of Utah as may be designated by the Board.

**ARTICLE II - DEFINITIONS**

- 2.1 "Act" shall mean and refer to the Community Association Act, Utah Code Ann. § 57-8a-101, *et seq.*, as amended.
- 2.2 "Association" shall mean and refer to Courtyard Village at Green Farm Owners Association, a Utah non-profit corporation, and its successors and assigns.
- 2.3 "Board" shall mean and refer to the Board of Directors of the Association, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.
- 2.4 "Declaration" shall mean and refer to the *Declaration of Covenants, Conditions, and Restrictions for Courtyard Village at Green Farm Owners Association, Inc.*, recorded in the Weber County Recorder's Office, as the Declaration may be amended in accordance with its terms and provisions.
- 2.5 "Directors" shall mean and refer to those individuals who are members of the Board. The singular Director shall refer to the singular of the Directors.
- 2.6 "Owner" shall mean any person or entity owning a Unit within the Project, as such ownership is evidenced by the official records of the Weber County Recorder's office but shall not include a Mortgagee unless such Mortgagee acquires ownership other than for security purposes. It is anticipated that Project shall be a townhome community of up to, but not more than, twenty-seven (27) townhome units.
- 2.7 "Unit" shall mean each townhome within the Project designed for separate ownership and occupancy. The Unit shall also include the Lot on which the Unit is located.

All other capitalized terms used herein shall have the same meaning as stated elsewhere in these Bylaws or in the Declaration.

**ARTICLE III - MEMBERSHIP IN ASSOCIATION, MEETING OF OWNERS, VOTING**

- 3.1 Membership in Association. Every Owner and the Declarant shall be members of the Association. As set forth below, there shall be two (2) classes of members. The number of Members in the Association may increase if the Project is expanded as provided for in the Declaration.

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- A. Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Unit is owned by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner, other than Declarant, shall be a "Class A" Member of the Association and shall be entitled to one (1) membership, and entitled to exercise one (1) vote, for each Unit owned by such Owner. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a Unit shall constitute a devise, encumbrance, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. Membership in the Association may not be transferred except in connection with the transfer of a Unit.
- B. Declarant shall also be a member of the Association. Declarant shall be a "Class B" Member of the Association and shall be entitled to cast (6) votes for each Lot owned (as shown on the Plat), with or without a townhome Unit, provided however, that Declarant's Class B Membership status is not dependent or contingent upon Declarant's ownership of any Unit(s) and Lot(s) within the Property. Rather, Declarant's Class B Membership will cease only upon Declarant's express surrender of Class B Membership status, in the manner set forth in the Declaration. Declarant may exercise such votes without regard to whether a townhome has been built on such Lot and without regard to whether Declarant is exempt from the obligation of paying assessments for the Unit.

3.2 Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be decided by a majority vote of the Total Votes of the Association (including, without limitation, the votes pertaining to the Class B Member).

- A. During the Period of Administrative Control, all matters requiring a vote of the Members or otherwise submitted to a vote of the Members shall be approved and implemented if and only if the Declarant also approves such matters.
- B. When Declarant is no longer a Class B Member, then (i) the Class B membership shall cease being a class of membership; (ii) there shall no longer be any Class B votes of the Association; and (iii) all matters submitted to a vote of the Association shall be decided solely by the votes of the Class A Members.
- C. After Declarant is no longer a Class B Member, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees under an installment purchase contract, upon the full execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Unit must be cast as one vote, and fractional votes shall not be allowed. In the event that a Unit is owned by more than one Owner and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he, she or it was

- A. Every Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Unit is owned by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner, other than Declarant, shall be a "Class A" Member of the Association and shall be entitled to one (1) membership, and entitled to exercise one (1) vote, for each Unit owned by such Owner. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a Unit shall constitute a devise, encumbrance, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. Membership in the Association may not be transferred except in connection with the transfer of a Unit.
- B. Declarant shall also be a member of the Association. Declarant shall be a "Class B" Member of the Association and shall be entitled to cast (6) votes for each Lot owned (as shown on the Plat), with or without a townhome Unit, provided however, that Declarant's Class B Membership status is not dependent or contingent upon Declarant's ownership of any Unit(s) and Lot(s) within the Property. Rather, Declarant's Class B Membership will cease only upon Declarant's express surrender of Class B Membership status, in the manner set forth in the Declaration. Declarant may exercise such votes without regard to whether a townhome has been built on such Lot and without regard to whether Declarant is exempt from the obligation of paying assessments for the Unit.

3.2 Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be decided by a majority vote of the Total Votes of the Association (including, without limitation, the votes pertaining to the Class B Member).

- A. During the Period of Administrative Control, all matters requiring a vote of the Members or otherwise submitted to a vote of the Members shall be approved and implemented if and only if the Declarant also approves such matters.
- B. When Declarant is no longer a Class B Member, then (i) the Class B membership shall cease being a class of membership; (ii) there shall no longer be any Class B votes of the Association; and (iii) all matters submitted to a vote of the Association shall be decided solely by the votes of the Class A Members.
- C. After Declarant is no longer a Class B Member, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees under an installment purchase contract, upon the full execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Unit must be cast as one vote, and fractional votes shall not be allowed. In the event that a Unit is owned by more than one Owner and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he, she or it 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. In the event more than one Owner attempts to cast the vote for a particular Unit, the vote for that Unit shall be deemed void and shall not be counted.

- 3.3 Annual Meeting. The first annual meeting of the Association shall be held in June following the date of incorporation of the Association, and each subsequent regular, annual meeting of the Association shall be held in June of each year thereafter. The Board may change the date of the annual meeting provided it gives reasonable advance notice to all Owners.
- 3.4 Special Meetings. Special meetings of the Association may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty percent (30%) of the total votes of the Association.
- 3.5 Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary or person authorized by the Board to call the meeting, by providing a copy of such notice, in the manner set forth in Section 16.3 of the Declaration, at least ten (10) days, and no more than sixty (60) days, before such meeting to each Owner entitled to vote. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be provided in the manner set forth in Section 16.3 of the Declaration, and at the subsequent continued meeting, a quorum will consist of those Owners present. The President of the Association will give notice of any meetings and will chair meetings of the Owners.
- 3.6 Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the total number of votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at the subsequent meeting, a quorum will consist of those Owners present. Unless otherwise stated in the Declaration, the Articles of Incorporation, or these Bylaws, an action supported by majority of the votes cast at any meeting where a quorum is present shall be the action of the Association.
- 3.7 Proxies. At all meetings of the Association, each Owner entitled to cast a vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of their Unit.

#### **ARTICLE IV – BOARD, SELECTION, TERM OF OFFICE**

- 4.1 Nomination and Tenure. The Declarant shall select the three initial Directors, and the Declarant shall decide who serves on the Board while Declarant is a Class B Member of the Association. When Declarant is no longer a Class B Member, the Owners at the next annual Association meeting shall elect three (3) Directors from among the Owners. Each of the three elected Directors shall draw lots to divide themselves into terms of one, two and three years. At each successive annual meeting, provided a quorum is present, the Owners shall elect a Director to replace the Director whose term has expired or is then expiring. Each newly elected Director shall serve for a three-year term. If a quorum is not present at the annual meeting, the other Directors shall select a new Director.

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Nomination for election to the Board may be made by the Directors. Nominations may also be made from the floor at the annual meeting. During the period that Declarant is a Class B Member of the Association, Declarant may remove a Director with or without cause. After the Declarant is no longer a Class B Member, Directors may be removed with or without cause by a vote of the Owners owning a majority of the Units. If any Director resigns, is removed, dies, or is otherwise unwilling or unable to serve during his or her term, the remaining Directors may appoint another Owner to fill the remainder of such term.

- 4.2 Election. Election to the Board shall be by secret written ballot. At such election the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.
- 4.3 Number of Directors. The Board shall consist of not less than three (3) Directors and not more than five (5) Directors. An odd number of Directors shall be required at all times. The initial number of Directors shall be three (3). The Owners may, at an annual meeting or a special meeting, vote to change the number of Directors. In the event the number of Directors is increased, such additional Directors shall draw lots for terms. The term of one of the additional Directors shall expire at the next annual meeting of the Association to be held after the vote to increase the number of Directors; the term of the other additional Director shall expire at the successive annual meeting of the Association.

#### **ARTICLE V - MEETINGS OF THE BOARD OF DIRECTORS**

- 5.1 Regular Meetings. Regular meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- 5.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.
- 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### **ARTICLE VI - POWERS AND DUTIES OF THE BOARD, APPLICABILITY OF THE ACT**

- 6.1 Powers. The Board shall have all the powers as are now or may hereafter be provided by the Act, the Declaration and these Bylaws, including, but not limited to, the power to:
- A. Adopt and publish rules and regulations governing the operation and maintenance of the Project and the Units, including the use of the Common Areas and Facilities, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
  - B. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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  - B. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

- C. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- D. Employ managers, independent contractors, or such other persons as the Board deems necessary to exercise the powers, duties and authority vested in the Association, and to delegate to such persons such powers as are necessary to accomplish the Association purposes for which such persons have been employed.

6.2 Duties. The Board shall have all the duties provided by the Declaration and these Bylaws, including, but not limited to, the duty to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by the Owners who are entitled to vote twenty-five percent (25%) of the total votes;
- B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. As more fully provided in the Declaration, to:
  1. Fix the amount of the annual assessment against each Unit at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period, and fix the amount of any special assessments against each Unit;
  2. Send written notice of each annual assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each special assessment; and
  3. Foreclose the lien (at the option of the Board) against any Lot and Unit for which assessments are not paid within ninety (90) days after due date or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same.
- D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- E. Procure and maintain insurance in accordance with the provisions relating to insurance in the Declaration and the Act;
- F. Establish a reserve fund and conduct a reserve fund analysis in accordance with the provisions relating to reserve funds in the Act;
- G. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- H. Cause all Common Areas and Facilities to be properly maintained.

6.3 Dispute Resolution; Mandatory Binding Arbitration. Claims and disputes shall not be pursued through court action but shall be asserted and resolved only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners, as set forth in the Declaration.

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- 6.4 Applicability of the Act. The provisions of the Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

#### ARTICLE VII - OFFICERS AND THEIR DUTIES

- 6.1 Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. Following the expiration or termination of the period of Declarant's control, all officers of the Association must be Owners of Units in this Project.
- 6.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Association.
- 6.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.
- 6.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 6.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 6.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.
- 6.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.
- 6.8 Duties. The duties of the officers are as follows:

##### President

- A. The President shall preside at all meetings of the Owners and the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments of the Association and shall co-sign all checks and promissory notes.

##### Vice-President

- B. The Vice-President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board.

##### Secretary

- C. The Secretary shall record the votes and keep minutes of all proceedings of the Board and of the Owners; at the direction of the President, serve notice of meetings of the Board and of the

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Owners; keep appropriate current records showing the Owners of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

- D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the ownership at its regular annual meeting and deliver a copy of each to the Owners.

**ARTICLE VIII - COMMITTEES**

The Board may appoint Committees as it deems necessary or appropriate to carry out the purposes of the Association.

**ARTICLE IX - BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE X - ASSESSMENTS**

- 10.1 Exempt Units. "Exempt Unit(s)" shall mean each Unit of the Project while owned by Declarant or a Declarant affiliate, until the earliest to occur of (i) the acquisition of title to the Unit by a person or entity other than Declarant or a Declarant Affiliate, or (ii) the one hundred eightieth (180<sup>th</sup>) day after the municipal authority having jurisdiction issues a certificate of occupancy for the Unit. In addition, each Lot that does not have contain a fully constructed Unit shall be an "Exempt Unit," and each model Unit owned by the Declarant shall be an "Exempt Unit" so long as the same is used as a model Unit by the Declarant, a Declarant Affiliate, or their assign(s).
- 10.2 Association May Impose Assessments. As set forth in the Declaration, Declarant, for each Unit or Lot owned by Declarant which is not exempt from the requirement to pay assessments, and each Owner, other than Declarant, by becoming an Owner of a Unit is obligated to pay assessments to the Association. The Board shall fix the date by which assessments must be paid. Prompt and full payment of the assessments is secured by a continuing lien upon each Owner's Lot and Unit. Any assessment which is not paid when due shall be delinquent. The Board has the authority to establish late fees and interest applicable to delinquent assessments and collect the same from any Owner whose assessment is delinquent. The remedies available to the Association are set forth in the Declaration and the Act. The amount the Association is entitled to recover in connection with the remedies it pursues shall include, without limitation, interest, costs, late fees, fines, and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments, late fees, and interest provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of their Unit.

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- 10.2 Association May Impose Assessments. As set forth in the Declaration, Declarant, for each Unit or Lot owned by Declarant which is not exempt from the requirement to pay assessments, and each Owner, other than Declarant, by becoming an Owner of a Unit is obligated to pay assessments to the Association. The Board shall fix the date by which assessments must be paid. Prompt and full payment of the assessments is secured by a continuing lien upon each Owner's Lot and Unit. Any assessment which is not paid when due shall be delinquent. The Board has the authority to establish late fees and interest applicable to delinquent assessments and collect the same from any Owner whose assessment is delinquent. The remedies available to the Association are set forth in the Declaration and the Act. The amount the Association is entitled to recover in connection with the remedies it pursues shall include, without limitation, interest, costs, late fees, fines, and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments, late fees, and interest provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of their Unit.

**ARTICLE XI - AMENDMENTS**

- 11.1 These Bylaws may be amended at a regular or special meeting of the Association, by a vote, in person or by proxy, of the Owners entitled to cast sixty-seven percent (67%) of the total votes; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended, in accordance with the amendment requirements of the Declaration, to resolve such inconsistency or contradiction; provided further, that during any time Declarant holds an ownership interest in any Lot or in any portion of the property, no amendment shall be made to these Bylaws without the written consent and approval of the Declarant. The President may prepare amendments to these Bylaws and to the Declaration and submit the same to the Owners for approval. If such amendments are approved as provided herein, the President may execute, certify, and record such amendments as appropriate.
- 11.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XII - MISCELLANEOUS**

The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.


In witness whereof, we, the undersigned initial three (3) Directors of the Association have hereunto set our hands as of the 15 day of JUNE, 2022.

By: 

Print Name: MICHAEL FLOOD

By: 

Print Name: JACOBS JONES

By: 

Print Name: Bryan Bayles

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By: 

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By: 

Print Name: JACOBS JONES

By: 

Print Name: Bryan Bayles

**EXHIBIT C**  
**MAINTENANCE ALLOCATION CHART**  
**COURTYARD VILLAGE AT GREEN FARM OWNERS ASSOCIATION, INC.**

ITEM	HOA	UNIT OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item.
A/C Pad & Unit		X	
Address Numbers		X	
Attic		X	
Cable/Satellite TV/Comm Utilities		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area Amenities	X		
Door and Door Frames – Exterior		X	Subject to Board approval upon replacement
Door and Door Frames – Interior		X	
Door Hardware / Doorbell		X	
Drains – Living Unit & Limited Common patio/porch		X	
Dryer Vent Cleaning		X	
Exterior Wall Finishes (Rock/Stucco/Siding/Brick, etc.)	X		
Fences – Common Area	X		Living Unit patio privacy fences will be Owner responsibility
Fireplace, Flue & Vent Pipes (if any - Cleaning & Repair		X	
Floor Coverings		X	
Foundation – Structural		X	
Foundation – Cosmetic (cracks)		X	
Front Landing/Porch/Walkway to Porch		X	*see snow removal requirements below
Furnace		X	
Garage Doors & Openers – Repair & replacement (all components)		X	Subject to board approval upon replacement
Gas Pipes (from meter to inside living unit)		X	
Hose Bib/Faucet/Spigot		X	
Hot Water Heater		X	
Insurance Coverage – Property (attached buildings)	X		
Insurance Coverage – HO6		X	
Insurance Coverage – Loss Assessment		X	
Insurance Coverage Deductible on Association Master Policy		X	Assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.
Irrigation Lines/Heads – Common Area	X		
Landscape – Common Area	X		

**EXHIBIT C**  
**MAINTENANCE ALLOCATION CHART**  
**COURTYARD VILLAGE AT GREEN FARM OWNERS ASSOCIATION, INC.**

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Insurance Coverage – Loss Assessment		X	
Insurance Coverage Deductible on Association Master Policy		X	Assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.
Irrigation Lines/Heads – Common Area	X		
Landscape – Common Area	X		



Lights – Eaves, porch & garage fixtures & bulbs		X	Fixture replacement subject to Board approval
Limited Common Area – Driveways, repair and replacement		X	
Mailbox & Stand/Structures			United States Postal Service (USPS)
Mailbox Lock & Key		X	Owner to obtain key from USPS
Paint – Exterior wall surfaces and trim finishes	X		Subject to Board approval upon replacement
Paint – Exterior doors, garage doors, windows		X	Subject to Board approval upon replacement
Paint - Interior		X	
Patio Slab		X	
Pest Control – Interior & exterior		X	
Phone Lines (if any)		X	
Plumbing Lines, valves, pressure regulator, leaks		X	<ul style="list-style-type: none"> <li>Point of connection/meter at lateral to Living Unit and throughout Living Unit – Owner</li> <li>Before point of connection/meter – Municipality/Agency</li> </ul>
Plumbing – clogging/stoppage		X	
Plumbing Pipes Inside Unit		X	
Private Roads (Common Area), if any			N/A – Streets are public
Rain Gutters – clean out, repair, replacement	X		Owners shall be responsible to clean gutters
Rain Gutters – drains away from building	X		
Roof – leaks, repair, & replacement		X	
Screen Doors		X	Must be approved by Board
Sewer Pipes & Utilities		X	<ul style="list-style-type: none"> <li>From inside of Living Unit to point of lateral connection – Owner</li> <li>Before point of connection – Municipality/Agency</li> </ul>
Shutters, Exterior Window Trim	X		
Snow Removal – City sidewalks, common sidewalks, driveways, walkway to porch	X		
Storm Drains	X		City (Master HOA may be responsible for some common area basins and conveyors)
Street Lights			N/A - City
Termites, Pests, Rodents, Insects, etc.		X	
Trash	X		Through Master HOA
Utility Doors		X	
Vent Covers – Exterior	X		
Wall – Bearing interior wall		X	
Wall – Partition interior wall		X	
Water – Culinary		X	Metered separately to each Living Unit
Water – Secondary irrigation, common area landscape	X		
Weather Stripping		X	
Windows – Glass, screens, frames, boxes		X	Subject to Board approval upon replacement

Lights – Eaves, porch & garage fixtures & bulbs		X	Fixture replacement subject to Board approval
Limited Common Area – Driveways, repair and replacement		X	
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Street Lights			N/A - City
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Trash	X		Through Master HOA
Utility Doors		X	
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