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Blackbird Lane HOA

Johnson Farms Subdivision,
Kaysville, Utah
A Residential Subdivision & Development

*DECLARATION OF COVENANTS, CONDITIONS,
AGREEMENTS & RESTRICTIONS*

Parcel Nos. 08-698-0001
08-698-0002
08-698-0003
08-698-0004

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS AFFECTING THE REAL
PROPERTY KNOWN AS**

Johnson Farms Subdivision

Blackbird Lane HOA

THIS DECLARATION is made this 14th day of June, 20 24 by Meek Development LLC, hereinafter referred to as "Declarant".

RECITALS

Declarant is the owner of certain real property located in the City of Kaysville ("City"), Davis County, Utah, more particularly described on Exhibit A attached hereto ("Property"). Declarant is developing the Property as a residential subdivision to be known as Johnson Farms Subdivision ("Project"). The Project shall be subdivided into individual single-family lots ("Lots").

Declarant intends to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property.

Declarant has adopted the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the "Covenants") for the purpose of:

- i. Helping to insure uniformity in the development of the Lots;
- ii. Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life in the Project;
- iii. Facilitating the initial sale of Lots by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Units in the Project, by assuring purchasers of uniformity and basic restrictions intended to preserve property values over time; and
- iv. Maintaining the Common Areas not dedicated to the public, located within the Project in accordance with these Covenants and with City standards.

NOW, THEREFORE, the Declarant does hereby establish the Covenants and does hereby declare that the Property, and all Units within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the Land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property, or any of the Lots within the Project.

BOARD OF DIRECTORS

1. Composition of the Board

The Board of Directors (hereinafter referred to as "the Board") shall consist of one member from each owner of the subdivision's four parcels.

2. Powers and Duties of the Board

- a. **Financial Management:** The Board shall oversee the financial affairs of the HOA, including the preparation and approval of annual budgets, collection of assessments, payment of expenses, and maintenance of financial records.
- b. **Enforcement of Covenants:** The Board shall enforce the Covenants, Conditions, and Restrictions (CCR) of the HOA, as well as any rules and regulations adopted by the Board for the benefit of the community.
- c. **Maintenance and Operation:** The Board shall be responsible for the maintenance, repair, and operation of common areas and facilities owned or controlled by the HOA, including landscaping, streets, utilities, sidewalks, lighting, and recreational amenities.
- d. **Architectural Review:** The Board shall be the Architectural Review Committee (ARC) and have the authority to review and approve or disapprove proposed architectural changes.
- e. **Meetings:** The Board shall hold annual meetings in accordance with the bylaws of the HOA and shall keep accurate minutes of all meetings.
- f. **Communication:** The Board shall communicate regularly with members of the HOA, providing updates on important issues, initiatives, and decisions affecting the community.
- g. **Insurance:** The Board shall obtain and maintain appropriate insurance coverage for the HOA, including property, liability, and directors and officers insurance.
- h. **Legal Matters:** The Board shall represent the HOA in legal matters, including the enforcement of covenants, collection of assessments, and resolution of disputes.
- i. **Contracts:** The Board shall enter into contracts on behalf of the HOA for goods, services, and other necessary expenses, subject to any limitations imposed by the governing documents or applicable law.

3. Indemnification

- a. The HOA shall indemnify and hold harmless the members of the Board from and against any and all liabilities, expenses, and costs incurred in connection with their service as directors to the fullest extent permitted by law and the governing documents.

ROAD MAINTENANCE AGREEMENT

4. Proportionate Payment of Expenses.

For so long as the above-mentioned roadways, utilities and drainage facilities ("works") shall exist in private ownership, the Parties hereto, their successors and assigns, shall bear the expenses of the reasonable maintenance and repair of such works. It is agreed that the costs of maintaining said works shall be paid by the Parties hereto, their successors and assigns, in proportion to the number of lots/parcels owned by each owner and/or their successors and assigns, and each owner will, upon written demand, contribute and pay his proportionate share of any monies paid out or of any obligation incurred for the reasonable maintenance or repair of said works under the terms and conditions as set forth herein.

5. Reasonable Maintenance and Repair Defined.

"Reasonable maintenance and repair" shall include such maintenance and repair as is necessary to maintain said works in good, usable condition under all traffic and weather conditions, but shall not include the enlargement of said works. This agreement shall not be construed to require any owner to contribute to the cost of any enlargement of said works.

6. Majority Agreement Conclusive: Accepting Best Bid.

For the purposes of this agreement, the written agreement of the owners of a majority of the lots/parcels to the effect that specified repair or maintenance work is necessary shall be conclusive on the remaining owners. Pursuant to said majority written agreement, agreeing owners shall obtain three bids from licensed contractors and shall accept the best of said three bids and shall then initiate the necessary repair or maintenance work.

7. Responsibility for Damages.

Every owner who shall cause or allow said works to be damaged, excluding fair wear and tear from normal usage, as may be determined by the owners of a majority of the lots/parcels, shall bear as his or her responsibility the costs and expenses of repairing such damage.

8. Maintenance and Repair Account.

The owners of a majority of the lots/parcels may authorize the creation of a maintenance and repair account in a savings and loan association or bank. Monies deposited therein shall be expended only for maintenance and repair of the above referenced works, and the number of signatures required to withdraw monies shall be specified at the time said account is authorized.

RENTAL RESTRICTIONS

9. Purpose

The primary purpose of this rental restriction clause is to maintain the residential character of the community and to promote a stable and harmonious environment for all residents.

10. Prohibition on Rentals

No Lot within the Johnson Farms Subdivision shall be rented, leased, or subleased in whole or in part without prior written consent from the of the Homeowners Association Board of Directors.

11. Approval

Any request for rental, lease, or sublease must be submitted in writing to the Board. The Board has the right to approve or deny such requests at its discretion.

12. Term of Rental

In the event that rental permission is granted by the Board, the rental term shall not exceed 12 months unless otherwise specified in writing by the Board.

13. Occupancy Restrictions

Rentals shall be subject to occupancy restrictions as outlined by local zoning ordinances and any additional occupancy guidelines established by the HOA.

14. Responsibility of Owners

Owners renting their property shall be responsible for ensuring that their tenants comply with all provisions of the Covenants, Conditions, and Restrictions, as well as all rules and regulations of the Homeowners Association.

15. Notification of Changes

Owners shall promptly notify the Board of any changes in occupancy status, including but not limited to the commencement and termination of rental agreements.

16. Penalties for Non-Compliance

Violation of this rental restriction clause may result in enforcement actions by the Board of Directors, including but not limited to fines, legal proceedings, or other remedies available under the governing documents of the HOA.

17. Amendment Procedure

This rental restriction clause may be amended or repealed by a vote of 51% of the voting interests of the Association in accordance with the procedures outlined in the Declaration of Covenants, Conditions, and Restrictions.

ARCHITECTURAL REVIEW COMMITTEE

18. Purpose

The Architectural Review Committee (ARC) is established to ensure that all improvements,

alterations, and modifications made to Lots within the Johnson Farms Subdivision are consistent with the aesthetic standards, architectural guidelines, and overall design integrity of the community.

19. Composition of the ARC

The ARC shall be the members of The Board of Directors (hereinafter referred to as "the Board or ARC") shall consist of one member from each owner of the subdivision's four parcels.

20. Responsibilities of the ARC

a. Review and approve or disapprove proposed architectural changes, including but not limited to exterior modifications, landscaping, signage, and structural alterations, in accordance with the governing documents and design guidelines of the HOA.

b. Ensure that proposed changes comply with applicable zoning regulations, building codes, and other legal requirements.

c. Maintain records of all ARC decisions, including approvals, denials, and conditions imposed. d. Provide recommendations to the Board of Directors regarding updates or revisions to architectural guidelines and design standards.

21. Submission of Architectural Requests

Owners seeking to make architectural changes to their Lot must submit a written request to the ARC. The request shall include detailed plans, specifications, and any other information deemed necessary by the ARC to evaluate the proposed changes.

22. Review Process

a. The ARC shall review all architectural requests in a timely manner, consistent with the procedures outlined in the governing documents of the HOA.

b. The ARC may request additional information or modifications to the proposed plans to ensure compliance with established guidelines and standards.

c. Decisions of the ARC shall be made by a majority vote of its members and communicated in writing to the owner.

23. Approval Criteria

The ARC shall consider the following factors in evaluating architectural requests:

a. Consistency with the architectural style, character, and overall aesthetics of the community.

b. Impact on neighboring properties and the visual harmony of the neighborhood.

c. Compliance with applicable regulations, including setback requirements, height restrictions, and material standards.

d. Preservation of natural features and landscaping.

e. Any other considerations deemed relevant by the ARC.

24. Appeals Process

Owners may appeal a decision of the ARC to the Board of Directors within 30 days of receipt of the ARC's decision. The Board shall review the appeal and render a final decision, which shall be binding.

25. Enforcement

Failure to obtain approval from the ARC prior to making architectural changes may result in enforcement actions by the Board of Directors, including but not limited to fines, removal of non-compliant improvements, or legal proceedings.

26. Amendment Procedure

This Article XI may be amended or repealed by a vote of 51% of the voting interests of the Association in accordance with the procedures outlined in the Declaration of Covenants, Conditions, and Restrictions.

27. Enforcement

Failure to obtain approval from the ARC prior to making architectural changes may result in enforcement actions by the ARC, including but not limited to fines, removal of non-compliant improvements, or legal proceedings.

28. Amendment Procedure

This Article may be amended or repealed by a vote of 51% of the voting interests of the Association in accordance with the procedures outlined in the Declaration of Covenants, Conditions, and Restrictions.

GENERAL

29. Receipts.

Receipts for all monies received and of all expenditures made shall be preserved and made available for inspection and copying by any owner, in person or by agent, for a period of one year.

30. Payment Terms.

All members of the Homeowners Association (HOA) are required to pay dues or assessments. These payments are essential for maintaining roads and utilities. Dues or assessments are typically due on the first day of each month.

31. Assessments.

The amount of dues or assessments is determined by the HOA's budgetary needs and may be subject to change from year to year. An annual budget assessment and maintenance needs will be

completed yearly. Members will be notified of any changes to assessment amounts in advance. In addition to regular dues, the HOA may require special assessments for specific projects or unexpected expenses. Members will be informed of any special assessments and the reasons for them, as well as the due dates and payment methods.

32. Title Transfer Fee

a. Fee Amount: Upon the sale or transfer of any property within the [Name of HOA], a title transfer fee of \$500.00 shall be assessed. This fee shall be payable by the buyer and must be received by the Association prior to the completion of the title transfer.

b. Notification: The seller (or transferee) shall notify the Association of the impending sale or transfer at least 7 days prior to the closing date. The responsibility for ensuring the payment of the title transfer fee lies with the seller (or transferee).

c. Invoice: Upon receipt of the notification, the Association will issue an invoice for the title transfer fee, detailing the amount due and the payment instructions.

33. Collection Action; Attorney Fees.

If any owner shall fail or refuse to pay his or her pro rata share of the costs of maintenance and repair work or damages hereunder within 30 days of a bill for the same being mailed to him or her, any other owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such defaulting owner for the necessary maintenance and repair work in accordance with the provisions of law. The prevailing party in such action shall be entitled to recover in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorneys' fees.

34. "Owner" Defined.

The word "owner", as used herein, shall mean one person whom sole title is vested. It shall also mean two or more persons who hold a unity of interest as joint tenants, as tenants in common, as partners, or as husband and wife with title vested "as their community property". For the purpose of determining if the owners of a majority of the lots/parcels are in favor of a proposal, the affirmative vote of any spouse, joint tenant, or tenant in common shall constitute approval by that lot/parcel, irrespective of the number of co-owners of that lot/parcel.

35. Modification and Amendments.

Any modification or amendment to this Agreement shall be made in writing and shall require the approval of 51% of the Board of Directors.

36. Termination.

This agreement may be terminated at any time by the vote of the owners of 51% of the lots/parcels or by acceptance of the road by a governmental agency as a public road to be maintained by said agency for public road purposes. Upon termination of this agreement, any monies remaining unexpended shall be distributed to the then owners of all lots/parcels in the same proportions as received.

37. Covenant Running with Land; Binding on Successors.

This agreement is to be construed as a covenant running with the land, and it is further understood and agreed that this agreement shall inure to and bind the successors in interest of the lots/parcels owned by all the parties hereto, whether by way of sale, assignment, inheritance or otherwise, and it shall be applicable to such smaller lots/parcels as may be created by subsequent divisions of said lots/parcels.

38. Governing Law.

This Agreement shall be governed by and construed in accordance with the state of Utah Laws.

Taylor J. Meek

Signature

06/14/24

Date

Taylor J. Meek

Typed or printed name of owner

Lots # 1, 2, 3, 4

Lots/Parcels Owned

823 Churchhill Downs Dr. Kaysville, UT 84037

Owner's Address

Signature

Date

Typed or printed name of owner

Lots/Parcels Owned

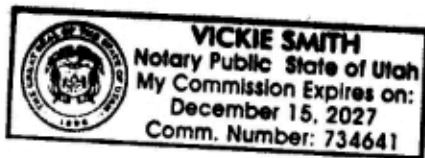
Owner's Address

ALL SIGNATURES MUST BE NOTARIZED.

STATE OF UTAH

COUNTY OF DAVIS

On this 14 of June 2024 personally appeared before me Taylor J Meek Manager of Meek Development
the signer(s) of the foregoing instrument, who duly acknowledged to me that (he, she, they) executed the same. LLC





Notary Public

ORDER NUMBER: D28264

EXHIBIT "A"

ALL OF LOTS 1, 2, 3, AND 4 JOHNSON FARMS SUBDIVISION PRUD, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER.