

Courtyard Leisure Homes Owners Association, Inc.

June 23, 2009

Courtyard Covenants, Conditions and Restrictions (CC&Rs) Clarification

There has been confusion regarding some definitions and responsibilities of the Courtyard Association and it's individual owners. This document does not change previous regulations but is intended to clarify and define these matters.

The original CC&Rs recorded September 8, 1995 provided some pertinent definitions:

Article I, Sections 4 through 7. (These are stated in simple terms adopted by the Board of Directors):

"Lot" is that portion of the land directly under the original building footprint (This includes the front porch). It does not include the courtyard (the private patio behind the garage) or front yard areas. Each individual owner owns this property "fee simple". Its use is subject to the rules of the Association.

"Limited Common Area" is that portion of the land consisting of the courtyard and the front yard, which is the land delineated by projecting lines from the building extents to the beginning of the sidewalk. This property is owned by the Association, but is for the exclusive use of the owner of the adjoining lot, subject to the rules of the Association.

"Common Area" is the remainder of the property. This is owned by the Association and is for the use of all owners, subject to the rules of the Association.

Article II, Section 7:

States that the "Limited Common Area" is considered to be "Exterior" for maintenance purposes.

Article VII, Section 1:

Refers to the "Rear Landscaping Easement." This is not defined further, but the Board has determined that this is the land between the building blocks and is really just part of the "Common Area."

It, also, states the responsibility of the Association to maintain all "Exterior" areas. Which, by definition, would include courtyards.

Article VII, Section 2:

States that the owners are responsible for "all maintenance of the owner's respective courtyard." This is in direct conflict with Section 1 and has led to confusion in the past. However, in the First Amendment to the CC&Rs, recorded October 16, 1995, the underlined phrase was omitted, thereby removing the conflict. Therefore: maintenance of the courtyards is to be provided by the Association to the same extent as other exterior areas.

To more specifically enumerate responsibilities, the Board has adopted the following maintenance policy:

Association Responsibilities:

Maintain the improvements in the "Common Area" and "Limited Common Areas" as follows: lawns; trees; streets; sidewalks; driveways; freestanding lights; street signs; mailboxes; utility lines serving the buildings, only to the point of entering the "Lot" boundaries.

Note: concrete tends to crack, buckle, sag and spall. Repairs will usually be limited to safety issues. Appearance will not be the only criteria for remediation.

Paint, repair, replace and care for exterior surfaces of all of the buildings, specifically: walls, roofs, gutters, downspouts, and fences.

Maintain the grass in individual front yards. Provide mowing *only* of courtyard grass, if requested.

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All items specified as being the owner's responsibility are excluded.

Any additions or improvements to the original construction, or any damage, complications or limiting of access caused by such additions, are not the Association's responsibility. This specifically refers to patio covers and added skylights.

Individual Owner Responsibilities:

Provide all interior maintenance, including utilities within the "Lot" lines.

Maintain, repair or replace broken windows, screens and doors.

Maintain all elements of the power supply to the freestanding front yard lawn light that are located within the "Lot" perimeter.

Maintain the exterior lights mounted on the buildings and the doorbell button.

Maintain, repair or replace the exterior faucets connected to the building.

Note: The board highly recommends that all electrical and plumbing repairs be performed by professionals in the respective fields.

Care for all plantings and lawns, including fertilizing and weed control, within an individual courtyard.

Maintain the planter area near the front window.

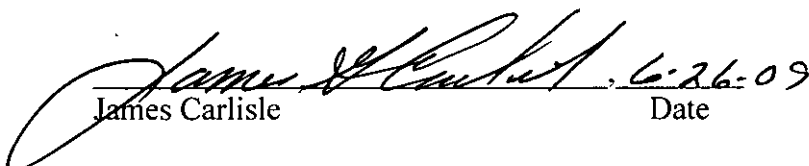
Care for any addition to the property made after the initial construction i.e. patio covers, patio enclosures and supplementary concrete slabs.

Provide all cleaning of the "Limited Common Area" adjacent to your lot. Specifically, front doorways, driveways, gutters, and courtyards.

Repair any damage caused by the owners or their guests.

Adopted by the Board of Directors on June 23, 2009.

Attested to by its President,


James Carlisle Date 6-26-09

Supplement to the CC&Rs of
THE COURTYARD LEISURE HOMES
A PLANNED UNIT DEVELOPMENT

Applicable to the following 39-Properties:

Plat A Lot 1
Plat A Lot 2
Plat A Lot 3
Plat A Lot 4
Plat A Lot 36
Plat A Lot 37
Plat A Lot 38
Plat A Lot 39

Plat B Lot 5
Plat B Lot 6
Plat B Lot 7
Plat B Lot 8
Plat B Lot 9
Plat B Lot 31
Plat B Lot 32
Plat B Lot 33
Plat B Lot 34
Plat B Lot 35

Plat C Lot 10
Plat C Lot 11
Plat C Lot 12
Plat C Lot 13
Plat C Lot 27
Plat C Lot 28
Plat C Lot 29
Plat C Lot 30

Plat D Lot 19
Plat D Lot 20
Plat D Lot 21
Plat D Lot 22
Plat D Lot 23
Plat D Lot 24
Plat D Lot 25
Plat D Lot 26

Plat E Lot 14
Plat E Lot 15
Plat E Lot 16
Plat E Lot 17
Plat E Lot 18

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DATED this 3 day of August, 2009

Courtyard Leisure Homes Owners Association, Inc.

By: James Carlisle
Its President

STATE OF UTAH)
COUNTY OF Salt Lake :SS

On this the 3rd day of August, 2009, personally appeared before me

James Carlisle, The President of Courtyard Leisure Homes Owners Association, Inc., who certified that the above document is truthful and was signed pursuant to valid authority.

My Commission Expires:
2013

Kathie L Rockwell
Notary Public

Residing at:

