

The Courtyard
PO Box 238
Roy, UT 84067

RETURNED
NOV 29 2022

E 3507014 B 8142 P 528-832
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/29/2022 09:42 AM
FEE \$40.00 Pgs: 5
DEP RTT REC'D FOR THE COURTYARD

SUPPLEMENTAL CC&RS OF THE COURTYARD

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the CC&RS governing The Courtyard were recorded as The Courtyard Association as Entry No. 594121, Records of Davis County, Utah; and

WHEREAS, it is necessary and desirable that the CC&RS be supplemented;

NOW THEREFORE, pursuant to a motion presented and duly carried and approved by a majority vote of a quorum of 100% of the Owners at the Special Meeting of the Owners Association (the "Association") on the 3rd day of Nov, 2022, and in consideration of the promises, agreements, and considerations, herein contained, IT IS HEREBY AGREED that the following CC&RS shall be, and the same are, hereby amended as follows:

Article III Section 6: Unit Maintenance shall be amended in its entirety as follows:

Article 3.5 Unit Maintenance:

Each owner shall, at owners own cost and expense, maintain, repair, paint, repaint, tile, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the interior of his unit and all walls, ceilings, floors, windows and doors forming the boundaries of the unit. In addition to decorating and keeping the interior of the unit in good repair and in a clean and sanitary manner, owner shall be responsible for the maintenance, repair and replacement of any plumbing fixtures, heating equipment, air conditioner, water heater, lighting fixtures, or other appliances or fixtures that may be in, or connected to the unit. Each unit shall be maintained so as not to affect adversely the value or sue of any other unit. In the event any ower makes any improvements, the owner will be solely responsible for their maintenance and repair.

Article III Section 10: Agent for Service of Process shall be amended in its entirety as follows:

Article 3.10 Agent for Service of Process:

The principal office of the Association shall be the address of the Association's Management Company, &/or the registered address with the Division of Corporations and commercial Business Search.

Article V Section 3: No Animals: shall be amended in its entirety as follows:

Article 5.3 No Animals:

No animals, livestock, or poultry other than regular household pets shall be permitted in any unit or in the common areas. Regular household pets are to abide by City and County pet ordinances. The Board may adopt rules and Regulations establishing reasonable restrictions on the type and number of pets permitted within the Association.

Article VI Section 1: Obtaining of Insurance Policies shall be amended in its entirety as follows:

Article 6.1 Obtaining of Insurance Policies:

The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Unit Owners are required to carry and maintain adequate property and liability insurance on their Units.

Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and attached Dwellings.

(1) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) In the event a loss occurs that is covered by the blanket policy, the unit owner or its personal insurance policy shall be responsible for the deductible of the Association.

(c) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(d) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgement, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

These Supplemental CC&Rs incorporate herein by reference, to the extent not inconsistent, the terms and conditions of the CC&Rs and all terms thereof shall be binding upon The Courtyard.

These Supplemental CC&Rs and every provision hereof shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed these Supplemental CC&Rs the 29TH day of NOVEMBER, 2022.

By:  THE COURTYARD

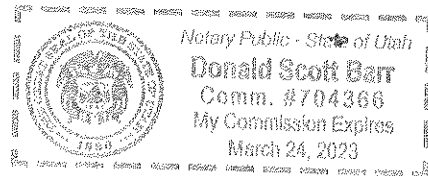
Board Position: PRESIDENT

RICHARD D. STRUMNESS
(Print Name)

STATE OF Utah
COUNTY OF Davis

On this 29 day of November, 2022 personally appeared before me Donald Scott Barr, known to me to be the President of The Courtyard and known to me to be the person who executed the within instrument on behalf of said entity.


NOTARY PUBLIC



Legal Description of the Courtyard

All of Unit 1-5, The Courtyard

Unit No.	Serial No.
1	03-107-0001
2	03-107-0002
3	03-107-0003
4	03-107-0004
5	03-107-0005