

2010

Hartford Park Home Owners Association
Covenants, Conditions, and Restrictions



Table of Contents

DECLARATION 4

WITNESSETH:..... 4

ARTICLE I 4

DEFINITIONS 4

 Section 1: "Association" 4

 Section 2: "Owner" 4

 Section 3: "Properties" 5

 Section 4: "Common Area" 5

 Section 5: "Declarant" 5

ARTICLE II 5

PROPERTY RIGHTS 5

 Section 1: Owners' Easements of Enjoyment..... 5

 Section 2: Delegation of Use..... 6

 Section 3: Dedication of Common Area..... 6

ARTICLE III 7

MEMBERSHIP AND VOTING RIGHTS 7

 Section 1: Membership..... 7

 Section 2: Voting Classes. T 7

 Class A. Class A members shall be all Owners 7

 Class B. The Class B member(s) shall be the Declarant 7

ARTICLE IV 7

COVENANT FOR MAINTENANCE ASSESSMENTS 7

 Section 1: Creation of the Lien and Personal Obligation of Assessments 7

 Section 2: Purpose of Assessment:..... 8

 Section 3: Maximum Annual Assessment:..... 9

 Section 4: Special Assessments for Capital Improvements:..... 9

 Section 5: Notice and Quorum For Any Action Authorized Under Sections 3 and 4 10

Section 6: Uniform Rate of Assessment.....	10
Section 7: Date of Commencement of Annual Assessments; Due Dates.....	11
Section 8: Effect of Nonpayment of Assessments; Remedies of the Association.....	11
Section 9: Subordination of the Lien to Mortgages.....	12
ARTICLE V.....	12
ARCHITECTURAL CONTROL.....	12
ARTICLE VI.....	13
LIMITATION ON USE OF UNITS AND COMMON AREA.....	13
ARTICLE VII.....	14
EXTERIOR MAINTENANCE.....	14
ARTICLE VIII.....	15
PARTY WALLS.....	15
Section 1: General Rules of Law to Apply.....	15
Section 2: Sharing of Repair and Maintenance.....	15
Section 3: Destruction by Fire or Other Casualty.....	15
Section 4: Weatherproofing.....	16
Section 5: Right to Contribution Runs With Land.....	16
Section 6: Arbitration.....	16
ARTICLE IX.....	16
GENERAL PROVISIONS.....	16
Section 1: Enforcement.....	16
Section 2: Severability.....	16
Section 3: Amendment.....	17
Section 4: Annexation.....	17
Section 5: FHA/VA Approval.....	17
Copy of Original Signatures.....	18

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by a joint venture of Ronald H. Andrews Construction, Inc., and Central Valley Development of Logan, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Logan, County of Cache, State of Utah, which is more particularly described as follows:

Beginning at the Northwest Corner of Lot 3, Block 2, Plat D, Logan Farm Survey and running thence South 89°42'34" East 661.70 feet along the North Line of said Lot to the Northeast Corner of said Lot; Thence South 0°21'01" East 197.50 feet along the East line of said Lot; Thence North 89°42'34" West 661.52 feet to the West line of said Lot said line being along the Easterly Right-of-way line of 200 West Street; Thence North 0°24'11" West 197.50 feet to beginning containing 3.00 acres.

NOW THEREFORE, Declarant hereby declares that. all of the properties described above shall be held, sold and conveyed subject to the following easements restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to Hartford Park Homeowners Association, Inc., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as that portion of the Properties which *is* designated as common area on the sub-division map of Hartford Park Development as recorded on June 7, Filing No. 423665, of the records of the County of Cache, 1979 State of Utah, and which is exclusive of the numbered lots and dedicated roads on said map.

Section 5: "Declarant" shall mean and refer to a joint venture of Ronald H. Andrews Construction, Inc., and Central Valley Development of Logan, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1: **Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees from the use of any recreational facility situated upon the Common Area;

- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 2/3 of each class of members agreeing to such signed by 2/3 of each class of members agreeing to such dedication or transfer has been recorded.

Section 2: Delegation of Use Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: Dedication of Common Area. Declarant in recording the subdivision map referred to herein has designated certain areas of land as parks intended for use by the homeowners in the Hartford, Park Development for recreation and other related activities. The dedicated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Hartford Park Development as described in this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Voting Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 1, 1987.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessment: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties, including but not limited to payment of casualty and liability insurance premiums and utilities for the Common Area. Each Lot Owner will pay the minimum municipal water charge with any excess charge being paid by the Association. Each Lot owner will also pay sewer fees, electrical fees and garbage removal.

Section 3: Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment one hundred and thirty-nine dollars and forty-four cents (\$139.44) per lot

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the_ maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum For Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis

Section 7: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
LIMITATION ON USE OF UNITS AND COMMON AREA

1. No owner shall occupy or use his unit, or permit the same or any part thereof to be occupied for or used for any purpose other than as a private residence.
2. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the Board of Trustees of the Association. No unlicensed or inoperable vehicle shall be kept on the premises for more than thirty (30) days. No house trailers or temporary buildings will be allowed on the lots and all storage items must be placed in buildings or storage areas approved by the Architectural Control Committee.
3. Nothing shall be done or kept in any unit or in the common area, without the prior written consent of the Board of Trustees, which will increase the rate of insurance on the common area. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.
4. No sign of any kind shall be displayed to the public view on or from any unit or the common area, without the prior consent of the Board of Trustees.
5. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common area, except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Trustees.
6. No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

7. Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Board of Trustees.
8. There shall, be no violation of rules for the use of the common area adopted by the Board of Trustees and furnished in writing to the owners, and the Board of Trustees is authorized to adopt such rules.
9. None of the rights and obligations of the owners created herein, or by the conveyance creating the properties shall be altered in any way be encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

ARTICLE VII EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Such exterior maintenance shall not include glass surfaces or landscaping on each Lot, which shall be the responsibility of each Lot Owner.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

In the event an owner of any Lot in the Properties shall fail to maintain the landscaping on the premises in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to maintain and restore the Lot. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for alleged contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4: Annexation.

1. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.
2. Additional land within the area described in the Plat recorded the 7th day of June, 1979, Filing No. 423665, Records of Cache County Recorder may be annexed by the Declarant without consent of members within eight (8) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in, accord with the general plan heretofore approved by them.

Section 5: FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

