

Revised June 2023

Grandview Acres Condominium Association Rules & Regulations

To all owners and residents in Grandview Acres:

The only way a condominium can operate effectively is for all residents and owners to work cooperatively together in observing any and all rules that are adopted by the Management Committee. The word “condominium” means “joint dominion or sovereignty.” So each of us living in Grandview Acres has an equal responsibility to make our joint venture what we would like it to be. This is done primarily by giving support to the Management Committee. If there is any disagreement with any rule the Management Committee has adopted, the matter should be taken up with them.

The Management committee, as our elected managers, is charged with the responsibility of enforcing our declarations of covenants, conditions and restrictions as well as the rules contained herein. They are vested with the authority to assess a fine and to take civil action when negotiation fails to solve the problem of a repeated violator.

The rules apply to all owners, residents, their families and their guests. Please read the rules carefully and have everyone living in your unit read them. Also, please inform your guests of any rules applicable to them such as parking, etc. Any agreements between owners or residents that may be in conflict with these rules are prohibited.

Whenever a unit is vacated, living status changed, or sold it is the responsibility of the resident or owner leaving to give this information to the Management Committee so that the Committee can be sure that the new owner or resident receives all important documents. i.e., CCR’s and Rules and Regulations

The attached Administrative Rules and Regulations under the following titles supersede all other rules and letters with the exception of the Declaration of Covenants, Conditions and Restrictions of Grandview Acres

As per the CCR’s :

Limited common area and facilities and limited common areas shall mean and refer to those common areas designated herein and in the plat map as reserved for the use by certain units, to the exclusion of other units. For example, a limited common area is a patio, shed, flower bed, fenced in area, etc. that is adjacent and clearly designated to a specific unit. Limited common areas are for the exclusive use of the Unit associated with it, despite actual ownership being the same as common area. If another owners or guests of owners trespasses on other owners personal limited common area they could be subject to having Ogden City police being called and a \$50.00 fine being assessed by the management committee.

If you have suggestions regarding these rules, please deliver them in writing or email to the Management Committee. If you do not have a copy of the Declarations of Covenants, Conditions and Restrictions get a copy from the Management Committee or they can be found on grandviewacres.org.

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Rule No. 1 – General Rules

1. Protection of Property:

- a) The walkways in front of the units and the roadways, including behind units, shall not be obstructed in any way that will prevent their regular use.
- b) Bathrooms and other water appliances in the units shall be used only for the purposes for which they were constructed. No sweepings, rubbish, rags, paper, ashes, tampons, pads or any other article (other than biodegradable toilet paper) shall be put in toilets. Any general damage resulting from misuse of any appliances shall be paid for by the residents in whose unit the damage originated.
- c) All damage to units or common area structures caused by moving or carrying articles in or out of a unit or common area shall be paid by the owner responsible for the damage.
- d) Containers storing flammable liquids such as gasoline or propane tanks must be stored properly and safely. All other flammable liquids shall not be stored in Grandview Acres. No outside open fire pits allowed.
- e) No resident shall do any painting of the exterior of the units, patios, fences, or other structures without written permission of the Management Committee.
- f) Assigned yard areas will be watered by the owner. Trees, flowers, and shrubs may be planted in your assigned area. The owner planting such area assumes the responsibility, including the removal of dead flowers and plants at the end of the growing season. Other areas and trees are to be planted only with permission of the Management Committee. Shrubs and or trees will not be removed without permission from the Management Committee. You need to get permission to make any new garden areas and planting areas.
- g) All residents must keep the interior of the patios, storage sheds, clean and free from obstructions. Sweepings and debris shall not be left in the streets. Management assumes no liability for loss of damage to property left in the patios, storage shed, or any common areas. Parking areas are not to be used for mechanical hobbies or other activities on a continuing basis.

2. Owners and tenants Special Responsibilities:

- a) Modest porch/outdoor décor are acceptable as long as it doesn't distract from the overall appearance of the HOA or bring home values down. Any damage done to the exterior of the building/outdoor area will be the home owner's responsibility if caused while decorating.

- b) Bicycles, pools, scooters, baby strollers, playground equipment or similar vehicles or toys shall not be allowed to stand or be stored in any of the common areas (except limited common patios).
- c) Between 10:00 p.m. and 8:00 a.m. all noise will be held to an absolute minimum. No noise or disturbance at any time will be made which will annoy or disturb people in other units. Radios, stereos, TV and other musical instruments will be kept at a sound level that cannot be heard in other units. Automobile engines are not to be running in the parking areas for long periods of time. If you have a noise issue with a neighbor please address the issue with them first. If the problem can't be resolved, contact the police and get a report and notify the Management Committee.
- d) Each resident will be expected to keep his/her unit in a good state of maintenance preservation and cleanliness.
- e) Owners must get written approval from the Management Committee before installing shades, awnings, window guards, air conditioners, and other devices on the outside of a unit or condominium.
- f) Signs, notices, or advertisements shall be attached to the inside door or in a window only with the approval of Management. This includes Real Estate signs and political signs. Real Estate signs are not allowed on common or limited common areas.
- g) Satellites shall not be attached to or hung from the exterior of the unit or building without prior written consent of the Management Committee. Grandview does not maintain TV or satellite antennas.
- h) Owners shall be responsible for the actions of their children, tenants, and guests. Any damage caused by the children, tenants, or guests of an owner shall be repaired at the cost of the owner.
- i) Under no circumstances can anyone live in an owner's shed or a tent. If you put up a tent it has to be taken down after 24 hours.
- j) A smoke detector, a fire extinguisher, and a carbon monoxide detector should be installed and maintained on a continuing basis.
- k) No owner, tenant, or guest is allowed on the roof of any building without written permission from the Management Committee.

3. Access to Units:

The Management Committee and its duly authorized agents shall have the right to enter any and all of the units in case of any emergency originating in or threatening such units, or any other part of the project, whether or not the owner of occupants thereof are present at the time. The committee and its duly authorized agents shall also have the right to enter into any and all of the said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project. Except in the case of an emergency, arrangement for entry will be made in advance with the owner. The Management Committee shall be responsible for all damages resulting from such entry.

4. Complaints:

Complaints regarding the management of the condominium complex, suggestions, needed repairs or items of concern should be submitted in written form, dated and placed in the mail slot located at the office or emailed to grandviewacres@gmail.com. Written requests are required for any of the above as this will enable your Management Committee to take formal action. This process will also be used to compile a recorded file, which can attest to all action taken. The above should allow the Manager to give attention to all requests. However, if any request has not been satisfied within 15 days or longer, a second dated request should be submitted and marked "Second Request". Emergency request (life-threatening etc.) damage or possible damage to common areas or unit owner's residence should be made known immediately to the Management Committee.

5. Limitations on Use of Units:

- a) Home occupations and businesses within Grandview Acres are prohibited.
- b) All unit owners and their guests are prohibited from smoking in a unit or building in Grandview Acres.

6. Sale of Unit:

- a) When a unit is sold the owner needs to let the Management Committee know in writing either by text, email, or leaving a note in the drop box.
- b) It is incumbent upon the unit owner to advise the realtor, broker or new owner of any outstanding special assessments and/or back maintenance fees.

Rule No. 2 – Maintenance, Fees and Responsibilities

1. The maintenance fee is established in accordance with the Declaration of Covenants.
 - a) Maintenance fees and special assessments should be made by check, money order or credit card payable to Grandview Acres and brought into the office or deposited in the front door slot at the office. You can call and make a payment over the phone or with e-check or credit card. No cash payments. Association fees are considered late on the last day of the month. A \$20.00 late fee will be assessed on the first of the following month. Once the account reaches \$300.00 it will be sent to a collection agency or attorney, unless

you have made arrangements with the Management Committee. The Collection agency or attorney will charge 25% of amount due plus interest depending of the length of time it takes to pay off. The owner is responsible for all added charges by the Collection agency and all attorneys' fees owed to either the Collection agency or Grandview Acres Condominium Association. There will be a \$25.00 fee charged for a returned check.

- b) Maintenance of all common property to include:
 - i. Snow removal includes plowing the parking areas and behind stalls and owners sidewalks.
 - ii. The maintenance of Chinese Elms, Big Sycamores, and Maple trees that were originally planted during the original development or as part of the management improvement projects. The Management committee will only trim them when it is absolutely necessary or if there is danger to owners or guests of trees falling down and causing damage to person or buildings.

2. Owners Responsibilities:

Owners are responsible for maintenance of their Unit and Limited Common Area associated with the Unit. In additions to responsibilities set forth in the Declaration, owners must maintain:

- a) Owner's private sprinkling systems.
- b) Insurance coverage for personal items, furniture, and liability coverage for guests while inside the owners unit. Extra condo insurance needs to be taken out on the additions and basements. The owner must have a HO6 policy with \$25,000.00 worth of coverage A.
- c) The cost of removal or changes of trees planted by owners past or present are the responsibility of the owner. You will need approval through the Management Committee before you have any work done on any trees. If proper maintenance is not done the Management Committee will have a licensed contractor perform the work and charge the costs to the owner.

3. Audit:

Under normal conditions an audit should be done each year and additional audits are determined necessary by the Management Committee.

Rule No. 3 Parking

1. General Parking:

- a) Residents are assigned one parking stall with the purchase of their unit. Additional parking stalls will be assigned by the Management Committee. Residents shall park in their designated parking places. Visitor parking is to be used on a first-come-first serve basis. Visitor parking is not assigned to any specific building. Visitor parking is not to be used as permanent assigned parking for any residents. Cars of residents not in constant use will not be stored in the guest parking areas. A neighbor's parking

stall is not to be used without permission. Unregistered vehicles without a current registration or vehicles that are not in safe operable condition cannot be parked in the regular parking areas. These vehicles may be subject to being towed away at the owner's expense.

- b) Campers, motor homes, boats, and other recreational vehicles must be parked in the RV parking area. There is a \$100.00 yearly charge.
- c) Minor mechanical repairs such as a flat tire change, new battery install, a belt change, etc are allowed in a parking stall. Repairs that involve release, exchange, or addition of fluids are not permissible on anywhere on the Property. Repairs must be done within 48 hours. Major repairs may be done in one of the R.V. parking areas with permission from the Management Committee.
- d) Residents are responsible for informing their guests of the area in which to park.

2. Guest Parking:

- a) The guest parking areas are located in the big parking lot by the office. Visitor or guest parking never takes priority over owner vehicle parking.
- b) Campers, trailers, motor homes and other recreational vehicles belonging to guests may be parked overnight in a guest parking area with special permission by the Management Committee. Additional parking time may be approved by the Management Committee. In the event that a vehicle is occupied, noise is to be held to a minimum, and auxiliary power units are not to be operated between the hours of 8 p.m. and 8 a.m. Other Recreational vehicles can be stored in our lower and upper extra storage parking for \$100.00 a year, subject to availability. Contact the Manager for availability. These vehicles should be kept in good repair and should be registered with the state and county.

3. No Parking Areas:

- a) Do not block other residents parking stalls.
- b) Only a quorum of the management committee can change or assign parking stalls.

4. Streets:

Our streets are owned, maintained, and plowed by Ogden City. Follow speed limit signs, watch for pedestrians, and children at play.

Rule No. 4 – Television Antenna Systems

Unit owners may contract with individual TV services. i.e., cable, Dish, Direct T.V., etc. The following limitations or conditions apply:

1. Installation needs to be approved by the Management Committee.
2. The owners pay all charges for installation, maintenance, and service charges.
3. All building wiring required must be completed in a manner that does not change the appearance of the building. Completed installation is subject to approval by the Management Committee. If the building is damaged in any way the owner is responsible for any repairs.
4. Grandview Acres is not responsible for maintenance or repair of antennas or satellite dishes. Any costs incurred by the Association related to the removal of antennas or satellite dishes for purposes of safety or maintenance of common area shall be the responsibility of the owner.

Rule No. 5 – Policies for Recreation Hall Use

Grandview Acres Recreation Hall was built for use by the owners as a common meeting place and for personal family type parties and gatherings, planned Grandview Acres socials, for the Management Committee, and other approved business meetings. The following limitations apply:

1. The unit owner must be present at all gatherings organized and reserved by the owner.
2. Hours and Use: 10:00 a.m. to 10:00 p.m. late evening and early morning activities should not be promoted there. Exceptions to this rule require Management Committee approval.
3. Flexibility: The legally secured privacy and comfort of nearby residents must take precedent in decisions concerning suitable use for the Recreation Hall. Beyond this concern, the formation of policies shall remain responsive to the will of the residents, so long as all Recreation Hall facility is used with proper care to avoid damage and disorder.
4. Control: Any function that should become irresponsible because of noise, damage to property, or illegal activities may be terminated upon investigation by any two members of the Management Committee. At no time will persons less than 21 years of age be allowed to use the Recreation Hall without a minimum of two adult owners being present at all times.
5. Facilities: The kitchen facility is intended for preserving and serving food and drink generally prepared elsewhere. Households reserving the facilities for special occasions must furnish their own dishes and utensils.

6. **Parking:** Because of the limited parking facilities, the number of non-resident guests should be carefully limited. The household reserving the Rec Hall is responsible for directing non-resident guests to the proper parking areas and for keeping parking stalls clear and for keeping all areas free of double parking.
7. **Reservations and Fees:** Reservations will be made with the office. The cost is \$50.00 per use. If not cleaned properly there will be a \$25.00 cleaning charge. Use fees may be waived at the discretion of the Management Committee. Checks should be made payable to Grandview Acres. If cleaning or repairs are required after a particular reservation, the sponsoring household will be assessed the charges.
8. **Removal of Property:** Recreation Hall property, such as dishes, utensils, flatware, chairs, and tables, may NOT be taken from the Rec Hall without written permission from the Management Committee. Any items that are removed without the Management Committee's permission must be checked out and checked in when returned. All property donated for use in the Recreation Hall becomes the property of the Condominium project and is not returnable to the donor at a later date.

Rule No. 6. – Pet Rules

1. Permission to keep Pets:

No pets of any kind shall be kept in Grandview Acres except those kept in accordance with the following rules and Declaration. A pet, for the purpose of these rules, shall be any animal, reptile, bird or insect defined as a pet by the Management Committee in any particular case. For example, a dog and cat have been defined as a pet, while goldfish and ants in an ant run are not. Farm animals and fowls such as rabbits, ducks, chickens, doves and pigeons are prohibited. The final decision of acceptability is retained by the Management Committee.

2. Entrance of Rules:

It is the responsibility of each seller of a unit to inform the purchaser of the necessity of his complying with the pet rules adopted by the Management Committee. The Management Committee will give a new occupant a copy of such rules. Each pet owner now living in Grandview Acres will comply with the following entrance rules within twenty days from date of receipt of these rules or upon obtaining a pet. All future owners will agree to comply with them before moving into Grandview Acres and will fully comply with them by the date they move in. The following restrictions apply:

- a) No occupant shall bring into Grandview Acres or keep more than two pets at a time.
- b) All eligible pets retained in Grandview Acres must be licensed and vaccinated for rabies or any other disease when required by Ogden City authorities. Records and a recent picture have to be filed at the office.

- c) Each pet owner will keep his pets registered at all times are required by Ogden City authorities.
- d) Should a pet reproduce, all surplus offspring will be disposed of as promptly as possible to enable the owner to comply with the one pet requirement. When a newly born pet is retained in Grandview Acres, it will be vaccinated for rabies and other diseases when required by Ogden City authorities.
- e) No pet shall be allowed outside the occupant's unit unless they are being aired. They can only be aired on the occupants assigned yard area. They can be kept in a small kennel behind your unit. The kennel must be hidden from view and kept free of odors and feces. The member should submit prior permission from the Management Committee for placement of the kennel. Noisy pets must be silenced. Pets must be carried or kept on a leash by the occupant or his authorized representative. This rule applies whether the pet is inside or outside of Grandview Acres property. Pets found running loose will be turned over to the city pound. (No dog's runs are allowed).
- f) The Recreation Hall and area around it are strictly off limits to all pets under all conditions with no exceptions.
- g) Each pet owner will at all times be prepared to and will pick up any droppings of their pet and dispose of them in their own trash receptacle This rule applies on Grandview Acres property.
- h) Each pet owner must take proper precautions to insure their pets are absolutely under control and are not permitted to bark or make other noises that will disturb others or damage or destroy the property of others.
- i) Support/Comfort Animals are allowed as required by local, state, or Federal law and are not considered "pets" for purposes of these rules.

4. Establishing Violations:

Anyone wishing to report a violation of the above rule must take a picture of the violation while it is occurring. For example, if a dog or cat is defecating then a picture of the act needs to be taken and a picture of the feces that was left and not picked up. All reports of violators of these rules will be given to the Management Committee. The Committee will hold a hearing at which time the person or persons calling attention to the violation and the pet owner will be given an opportunity to be heard. In the event of an emergency, the available member or members of the Management Committee will be authorized to act.

5. Penalties:

In addition to fines that may apply:

- a) If a pet damages or destroys condominium property or unit owner's property, the pet owner will be required to repair the damaged property or replace the property destroyed to the satisfaction of management.
- b) If a pet bites or otherwise injures anyone in Grandview Acres, the owner can be fined AND will be liable for all medical, hospital, and other costs and will be required to

remove the pet permanently from Grandview Acres. Any reported injury may be reported to law enforcement.

Rule No 7 – New Construction

1. General:

In order to maintain safety, continuity of appearance, and to prevent the deterioration of property values, it is necessary to establish and maintain strict limitations and standards for constructions.

In all cases, prior to the start of construction, written approval must be obtained from the Management Committee. The written request will include detailed drawings and a full description of electrical changes and/or additions. Evidence of a building permit, in accordance with the City of Ogden Building Codes, will be shown and the name of the contractor(s) provided. The City of Ogden Building Codes are considered to be the minimum requirements. They will not supersede any requirement established by this rule. Any deviation from the original request is prohibited without prior approval of the Management Committee. New construction is subject to inspection by the Management Committee at any time, and upon completion, a copy of Final Inspection will be furnished to the Management Committee.

2. Inside The Perimeter Walls:

- a) The following new construction is permitted within the original perimeter walls upon written approval of the Management Committee.
 1. Changing doors and remodeling closets.
 2. Remodeling kitchens and bathrooms is not considered new construction.
- b) Removal, move, or change of any bearing wall or any opening in the foundation is prohibited.
- c) Changes or new openings in the perimeter walls, roofs and basement floors are prohibited. Insulating type (tinted or clear thermo pane) windows, storm doors, sliding and security doors may be installed with written approval of the Management Committee.

3. Outside Front and Rear:

The following improvements or additions may be installed with the written approval of the Management Committee.

- a) Window shades or awnings of type and color that match the décor of the building.
- b) Carpet on the front porch and steps.
- c) Canopy or roof over the back porch that will conform to the general style of the building.
- d) Patio Carpeting.
- e) Planters built in the patios.
- f) Dividers/fences may only be constructed with written approval from the Management Committee. Dividers/Fences may be constructed out of wood or vinyl material. No chain link fences allowed. No fences are allowed between the front of the buildings

and the street. It is the unit owner's responsibility to maintain their unit's divider/fence.

4. Fireplaces and Stoves:

Natural gas fired fireplaces and stoves may be installed, after written approval by the Management Committee, under the following conditions:

- a) Gas fireplaces and heating stoves will be installed in accordance with the City of Ogden Building Codes and will not be lit until inspected and approved by Fuel inspectors.
- b) A triple walled minimum 8-inch vent pipe fitted with an anti-down draft cap is required. Attaching such an appliance to the existing furnace vent pipe is prohibited.
- c) Any vent pipe exiting the front slope of the roof will be painted to match the roof. Any such pipe that must extend more than 48 inches above the point of exit will be framed in for support. The framing will match the color and design of the building.
- d) Any problem resulting from the installation and/or use of a solid fuel fireplace or heating stove will be the responsibility of the unit owner.

Rule No 8 – Water Wise

1. Owners must follow current local watering guidelines.
2. No watering between 10 AM and 6 PM.
3. Owners may change out the landscaping around their unit to be drought friendly with approval from Grandview Acres Board of Directors.

Rule No 9 – Fines

1. The Management Committee may assess a fine for violation of the Governing Documents. Before assessing a fine, the Board (or Manager) shall provide written warning at least 48 hours prior to the issuing a fine, which shall:

- a) Describe the violation;
- b) Identify rule or provision violated; and
- c) Identify authority for the fine as provided by the Governing Documents or Utah law;

2. Thereafter, if the violation is not corrected within 48 hours, the Board may issue a fine for such violation without further warning and any subsequent violation of the same rule or provision within a calendar year of the initial warning may be fined without further warning. Further, the Board may issue subsequent fines every ten (10) days for continuing violations.

3. Any warning or notice required herein may be made as provided for in the Bylaws.

4. An Owner must request hearing within 30 days from the notice of the fine if the Owner dispute the fine.

5. Fine Amounts:

- a) First Violation. A fine in the amount of \$50.00;
- b) Second Violation. A fine in the amount of \$100.00;
- c) Third and Subsequent Violations. A fine in the amount of \$250.00