

Grandview Acres
Condominium Association
Rules & Regulations

To all owners and residents in Grandview Acres:

The only way a Home Owners Association 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.

As our elected managers, the Management Committee is charged with the responsibility of enforcing our declarations of Covenants, Conditions and Restrictions (CCRs) 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 & Regulations

The attached Administrative Rules & 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 Areas” shall mean all the property designated on the recorded Plat or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Units but fewer than all of the Units, such as assigned parking stalls, private patios/courtyards on the ground level, sun rooms, decks, and the area immediately adjacent to each Unit along the walkway or breezeway. Certain Common Areas shown on the Plat which are listed in Exhibit C attached shall be treated the same as “Limited Common Areas.” The Association may adopt rules and regulations including a list of approved and unapproved items (and applicable locations) that may be placed within these areas. Notwithstanding, in no event may any items create an unsafe condition or in any way block egress to and from any Unit.

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 you may request a copy from the manager or they can be found on www.welchrandall.com. Owners are responsible for printing and mailing costs for all hard copies.

Table of Contents

Rule No. 1 – General Rules

Rule No. 2 – HOA Dues

Rule No. 3 – General Maintenance

Rule No. 4 – Parking

Rule No. 5 – R.V. Lots

Rule No. 6 – Television, Internet, & Antennas

Rule No. 7 – Policies for Recreation Hall Use

Rule No. 8 – Pet Rules

Rule No. 9 – New Construction

Rule No. 10 – Water Wise

Rule No. 11 – Rentals

Rule No. 12 – Realty & Rental Signs

Rule No. 13 – Fines

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. 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 (30 feet out from unit) will be watered by the owner. Trees, plants, etc. may only be planted with permission from the Management Committee. Owners also 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 detract from the overall appearance of the HOA, make excessive noise, 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, 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). Pools, spas, and hot tubs are prohibited.

- c) Between 10:00 PM and 8:00 AM 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's, 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 an owner has a noise issue with a neighbor, he/she is to address the issue with offending neighbor first. If the problem can't be resolved, contact the police and get a report, then 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 submit an ARC request to the Management Committee before installing shades, awnings, window guards, air conditioners, and other devices on the outside of a unit. An ARC request must be submitted before making any alterations to the outside of the unit.
- f) 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.
- g) Under no circumstances can anyone live in an owner's shed or a tent. Tents put up temporarily for cleaning or other purposes must taken down after 24 hours.
- h) A smoke detector, a fire extinguisher, and a carbon monoxide detector should be installed and maintained on a continuing basis.
- i) 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/Concerns:

Complaints, maintenance requests, suggestions, ARC requests, etc. should be submitted in AppFolio or via email to the current property manager. Emergency request (life-threatening etc.)

damage or possible damage to common areas or unit owner's residence should be made known immediately to Welch Randall by calling 801-399-5883.

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 Manager know in writing either by email or phone.
- 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 – HOA Dues

1. The maintenance fee is established in accordance with the Declaration of Covenants.

- a) Homeowner Maintenance fees and special assessments may be paid by ACH in AppFolio, by Bill Pay, Check, or money order. Bill Pay, Checks and money orders should be made out to Grandview Acres and mailed to or dropped off at 5300 Adams Ave Pkwy #8, Ogden, UT 84405. Appfolio online portal payment options are eCheck, debit card or credit card & third party transaction fees apply when paying online. No cash payments will be accepted. Association Maintenance fees are due on the 1st of each month, with a 30 day grace period. Payments not received by the last day of the month will be assessed a \$20.00 late fee on the first of the following month. Owners who are delinquent on their accounts will receive 30 day and 60 day past due notices. Once the account passes the 60 day threshold of past due it will be sent to a collection agency or attorney. Owners will be responsible for the collection agency or attorney fees as part of the collection actions. Owners will be responsible for any returned check fees.

Rule No. 3 – General Maintenance

1. The general rule when it comes to maintenance is: If it is something shared by two or more units, then it is usually the HOA's responsibility. If it is something that only services one unit then it is an owner's responsibility. Below is a snapshot of HOA related maintenance vs. owner maintenance. A full list may be found <https://www.welchrandall.com/grandview-acres.php>. If any information found in this section conflicts with the Declaration, the terms of the Declaration will control.

HOA Maintenance	Owner Maintenance
Roofs	Doors, frames, hinges, thresholds, locks, and doorbells
Building Exterior	Windows, screens, window frames
Outside secondary water spigots	Porch lights and other exterior lighting connected to the unit
Parking Areas	Unit specific culinary water and gas lines
Rain gutters	Phone lines, TV, internet, air conditioning
Iron porch railings	Owner improvements, such as: decks, patios, standalone sheds, etc.
Grounds maintenance such as: mowing edging, blowing, fertilizing (spring & fall), leaf removal, tree trimming, snow removal from the parking spaces and walkways	Maintenance, repair, and replacement of the electrical system from the breaker panel to the Unit and throughout the Unit to all outlets, including switches and light fixtures
Sewer Backups when it affects more than one unit and shared sewer line replacement	Inside the unit maintenance and upkeep such as: plumbing, appliances, walls, ceilings, etc.
Electrical system from the city electric meter to the breaker panel inside the unit	Keeping the area around the unit in a clean, tidy, and attractive condition

2. Owners are responsible for the maintenance of their Unit and Limited Common Area associated with the Unit. In addition 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, basements, and standalone sheds. Be sure that your HO6 insurance policy has a loss assessment covering a \$25,000 deductible.
 - c. Owners must maintain their unit in a clean and sanitary manner even if the unit is unoccupied. The unit should be checked on a regular basis to ensure that all utility

systems are in proper working order. Owners also need to make sure that the unit is properly winterized if they reside elsewhere during the winter months.

Rule No. 4 Parking

1. 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.
2. 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 anywhere on the Property. Repairs must be completed within 48 hours of beginning the repairs. Major repairs may be done in one of the R.V. parking areas with permission from the Management Committee.
3. Residents are responsible for informing their guests of the area in which to park.
4. The guest parking area is located in the big parking lot by the office and unmarked stalls throughout the property. Guests should never park in another owner's numbered stall.
5. Do not block other residents parking stalls.
6. Only a quorum of the management committee can change or assign parking stalls.
7. Our streets are owned, maintained, and plowed by Ogden City. Follow speed limit signs, and watch for pedestrians and/or children at play.

Rule No. 5 – RV lots

1. The upper and lower R.V. lots are for Grandview Acres residents only. There is a \$30.00 fee each month per vehicle. Stalls are available on a first come basis. Owners wanting a stall will be added to a waiting list until one comes available.
2. All recreational vehicles must be in compliance with state registration, title, and insurance laws.

3. Recreational vehicles must be kept in good repair and properly stored with adequate covers to prevent pests from breeding in standing water or making homes for themselves.
4. Recreational vehicles such as motor homes, fifth wheels, tents trailers, etc. are not to be lived in.
5. 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 PM and 8 AM.
6. The HOA is not liable for any damages or stolen items while the recreational vehicle is being stored in one of our community's R.V. lots.
7. If an owner becomes delinquent on their monthly HOA dues they may risk losing their current RV stall.
8. All gate keys should be returned to the HOA when an R.V. lot stall in no longer needed.
9. There will be a \$5.00 fee if a key needs to be replaced because it was lost or misplaced.

Rule No. 6 – Television Antenna Systems

1. Unit owners may contract with individual TV services. i.e., cable, Dish, Direct T.V., etc. The following limitations or conditions apply:
 - a) Installation needs to be approved by the Management Committee.
 - b) The owners pay all charges for installation, maintenance, and service charges.
 - c) 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.
 - d) 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. 7 – 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 during the entire reserved time for all gatherings organized and reserved by the owner.
2. Hours and Use: 8:00 AM to 10:00 PM
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.
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 board president. The cost is \$50.00 per use. If not cleaned properly there will be a \$25.00 cleaning charge. Payments must be made prior to receiving a key to the recreation hall. Recreation hall fees may be made in AppFolio, or by check or money order. Checks and money orders should be made out 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 Grandview Acres and is not returnable to the donor at a later date.

Rule No. 8 – Pet Rules

1. Permission to keep Pets:

- a) 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 farm 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:

- 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 re-homed as promptly as possible to enable the owner to comply with the two pet requirements. 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 the 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 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:

- a) Anyone wishing to report a violation of the above rule must take a picture or video of the violation while it is occurring. For example, if a dog or cat is defecating then a picture or video of the act needs to be taken and a picture or video of the feces that was left and not picked up. All reports of violators of these rules will be given to the Management Committee.

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 9 – New Construction

1. 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. Owners must fill out an ARC request form before making any unit alterations. Please see the CC&R’s for further information.

Rule No. 10 – Water Wise

1. During drought conditions, owners shall not exceed the recommended watering use limits set by Pineview Water Systems.
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. Please see the approved drought friendly plant list attached at the end of the Rules and Regulations.

Rule No. 11 – Rentals

1. Owners must be in compliance with Ogden City's rental requirements. The following are required for any Owner leasing their unit:
 - a) Owner must complete Ogden City Good Landlord Program prior to leasing their Unit.
 - b) Owners must properly screen tenant applications, complete background checks, and credit checks.
 - c) Owners must take all reasonable steps to keep the Common Area and Unit properties free of criminal activity, code violations and other public nuisances committed by the Owner's tenants or their guests.
 - d) The Owner must be current on applicable city business licenses and fees.
2. Owners must provide the HOA with tenants' lease agreement within 14 days of leasing the unit.
3. Owners must provide the HOA with tenants' names, contact information, and vehicle information within 14 days of tenants moving in.
4. Owners must provide the HOA with guests' names, contact information, and vehicle information when the guest is staying with them more than 14 days.

Owners need to make sure that their tenant has access to a copy of Grandview Acres Rule & Regulations and the CC&R's. The owner will be responsible for any fines issued while their unit is being rented.

Rule No. 12 – Realty & Rental Signs

Purpose: To ensure the consistent, aesthetic, and orderly display of signs related to property sales and rentals within Grandview Acres Condominiums.

1. Size of Signs

- a) For Sale or For Rent signs must not exceed 24" x 36" in size.
- b) Sign riders (small additions above or below the main sign) must not exceed 6" x 24".
- c) Any additional signage (e.g., "Under Contract" or "Price Reduced") must comply with the dimensions of sign riders.

2. Location and Placement

- a) Signs are permitted only on the property that is for sale or rent.
- b) No signs may be placed in common areas, parks, or any HOA-maintained property, including green spaces, unless specifically approved by the HOA.
- c) Signs must be placed in the front yard, no closer than 5 feet from the sidewalk or curb.
- d) For sale signs, political signs, or flags may be placed in windows to the limit allowed by the statute.
- e) No owner may display a flag or sign which contains obscene, profane, or commercial content.
- f) No signs may be attached to fences, trees, utility poles, or street signs.

3. Number of Signs

- a) Only one For Sale, For Rent, political sign, or flag may be displayed at a time without prior written approval from the Management Committee.
- b) Open house signs may be placed on the property and on nearby streets on the day of the event but must be removed immediately after the event concludes.
- c) No other advertising, marketing, or directional signs related to the sale or rental are permitted on neighboring properties or public rights-of-way.

4. Duration of Display

- a) For Sale and For Rent signs must be removed within five (5) days of the property being sold, rented, or the listing being canceled.

5. Sign Design

- a) Signs must be professionally made and of a design that is consistent with the architectural and aesthetic standards of the community.
- b) Handwritten, homemade, or excessively worn signs are not allowed.

6. Enforcement

- a) Any signs not complying with the above guidelines may be removed by the HOA at the owner's expense.
- b) Failure to comply with these regulations may result in fines as outlined in the HOA governing documents.

7. Approval Process:

- a) Homeowners must notify the HOA of the placement of any For Sale or For Rent signs.
- b) Signs must comply with all local city or county ordinances, in addition to these HOA guidelines.

Rule No. 13 – 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 result in a fine 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 Governing Documents or applicable statute.
- 4. 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