

**SECOND AMENDMENT TO THE
AMENDED SCOTTBROOK CONDOMINIUM
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This SECOND AMENDMENT TO THE AMENDED SCOTTBROOK CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS has been approved and adopted by the Scottbrook Condominium Owners Association, Inc. ("Association") and becomes effective when recorded with the Salt Lake County Recorder's Office.

RECITALS

A. Scottbrook Condominium is a condominium development located in Millcreek, Utah, Salt Lake County that was originally made subject to certain covenants, conditions, and restrictions as provided in the "Scottbrook Condominium Declaration of Covenants, Conditions and Restrictions" as recorded on September 10, 1979 as Entry Number 3334155 with the Salt Lake County Recorder ("Original Declaration").

B. The Original Declaration was amended and replaced by the "Amended Scottbrook Condominium Declaration of Covenants, Conditions and Restrictions" as recorded on November 14, 1980 as Entry Number 3502893 with the Salt Lake County Recorder. ("Declaration").

C. The Declaration was amended by the "Amendment to Scottbrook Condominium Declaration of Covenants, Conditions and Restrictions" as recorded on April 18, 1986 as Entry Number 4232408 with the Salt Lake County Recorder.

D. The Association and Owners desire to further amend the Declaration as provided below.

E. Section 14 of the Declaration provides that it may be amended with the affirmative vote of at least 51% of the total votes of the Association. More than 51% of the total votes of the Association have approved each of the Declaration amendments listed below.

F. U.C.A. §57-8-7(3) requires at least 2/3 of the Owners to approve Amendment Four below. More than 2/3 of the Owners approved Amendment Four.

G. Sections 12 and 14 of the Declaration require Declaration amendments to be approved by at least 2/3 of first mortgagees. Pursuant to UCA §57-8-41, more than 2/3 of first mortgagees have approved the Declaration amendments listed below.

H. This Amendment to the Declaration shall be binding upon the Properties, including all Units. See Exhibit A.

I. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

J. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

K. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used or defined in the Declaration.

AMENDMENTS

Amendment One

The definition and term used in Section 2(J) of the Declaration is hereby amended and replaced with the following:

J. The term “association of unit owners” or “association” shall mean and refer to the Scottbrook Condominium Owners Association, Inc. whose membership shall include each Owner of a Unit in the Condominium Project, as required by the Act. The Association is incorporated as a Utah nonprofit corporation, which if invalidated for any reason, may be reincorporated at the discretion of the Management Committee who may utilize such name that it shall select in any such reincorporation or reorganization. In case of the formation of any such entity, "Association" or “association of unit owners” as used in this Declaration shall refer to that entity.

Amendment Two

The Declaration is hereby amended and supplemented with the addition of the following insurance coverage requirements:

INSURANCE

1. Insurance. The Management Committee shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more 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. Insurance premiums shall be a Common Expense.

2. Property Insurance.

(a) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire condominium project, including the common areas and facilities and all buildings including all units, permanent fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

1) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Area and Facilities” or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Area and Facilities, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

2) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

3) The 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 (including the Units) 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.

4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a "Guaranteed Replacement Cost Endorsement" under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a "Replacement Cost Endorsement" under which the insurer agrees to pay up to one hundred percent (100%) of the Project's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an "Agreed Amount Endorsement" which must waive or eliminate the requirement for coinsurance.

5) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

1) Except as provided in Subsection (d) below, the Association's policy provides primary insurance coverage;

2) notwithstanding Subsection 1) above, and subject to Subsection 3) below:

i. the Owner is responsible for the Association's policy deductible; and

ii. the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

3) An Owner that has suffered damage to any combination of a Unit or a Limited Common Area and Facilities appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

4) If an Owner does not pay the amount required under Subsection (b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area and Facilities appurtenant to the Unit, the Association may levy an individual assessment against the Owner for that amount.

- (c) Association's Obligation to Segregate Property Insurance Deductible. The Association shall maintain 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 judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.
 - (e) Notice Requirement for Deductible. The Association shall provide notice to each Owner of his/her obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.
 - (f) Flood Insurance. If any part of the Project is or comes to be situated in a "Special Flood Hazard Area" as designated on a flood insurance rate map, a policy of flood insurance shall be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the "National Flood Insurance Program" for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
 - (g) Earthquake Insurance. The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a vote of a majority of the Association's voting interests may veto the decision of the Management Committee. If the Owners veto the decision to not purchase earthquake insurance, the Management Committee shall purchase earthquake insurance within (60) days of the vote.
3. Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership, or maintenance of the Common Areas or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or

property damage in any single occurrence. Such insurance shall contain a “Severability of Interest” endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

4. Director’s and Officer’s Insurance. The Association shall obtain Directors’ and Officers’ liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Association’s governing documents, and breach of contract (if available). This policy shall, if reasonably available, include: (1) coverage for volunteers and employees, (2) coverage for monetary and non-monetary claims, (3) coverage on claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) coverage for defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

5. Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months’ regular assessments in addition to the prior calendar year’s highest monthly balance on all operating and reserve funds; and (2) provide coverage for theft or embezzlement of funds by: (a) Association officers and members of the Management Committee, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (c) officers, directors, and employees of any Manager of the Association.

6. Worker’s Compensation Insurance. The Management Committee shall purchase and maintain in effect workers’ compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.

7. Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or mortgagee.

8. Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

9. Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association’s property insurance policy are payable to an “Insurance Trustee” if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration or the Act. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units.

10. Insurance Trustee. In the discretion of the Management Committee or upon written request executed by Owners holding at least 50% of the undivided ownership interests, the Management Committee shall hire and appoint an insurance trustee (“Insurance Trustee”), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this Article as the Owners or Management Committee (as the case may be) shall require.

11. Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner’s authority on behalf of the Association and under direct authorization of the Association, an Owner’s act or omission may not void an insurance policy or be a condition to recovery under a policy.

12. Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

13. Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, Management Committee may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and mortgagees in light of the insurance then available and the prevailing practice with respect to other similar condominium projects. The Management Committee shall be protected in relying on the written report furnished pursuant to this Section provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to all mortgagees and Owners upon request.

14. Applicable Law. This Declaration the Association are subject to the insurance requirements required by U.C.A. §57-8-43 that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

Amendment Three

The Declaration is hereby amended to provide that all Units have equal undivided ownership interests in the common areas and facilities. Section 9 of the Declaration is hereby amended to read as follows:

9. PERCENTAGE OF OWNERSHIP, VOTING, AND COMMON EXPENSE LIABILITY ALLOCATION. The ownership interests in the common areas and facilities of the condominium project is equal for all purposes. This is illustrated on Exhibit “B” attached hereto, which is incorporated herein by this reference.

Amendment Four

The Declaration is hereby amended and supplemented with the addition of the following provision:

MAINTENANCE

The Project shall be maintained in a safe condition and in a good and workmanlike manner such as to carry out the purpose for which each item is intended. Notwithstanding anything to the contrary in the Declaration, the Association shall maintain, repair, and replace the roofs, foundations, gutters and downspouts, exterior surfaces of the buildings, private street, central installation of utilities (servicing more than a single Unit), and other items as provided in Exhibit C, attached hereto and incorporated herein by this reference. Owners are responsible for the maintenance, repair, and replacement of their doors and windows; air conditioning and heating systems; pipes, wires, and other utilities which service only that Unit; other portions of the Unit; and as further provided in Exhibit C .

Further descriptions of the maintenance, repair, and replacement responsibilities between the Association and Owners are contained in the maintenance allocation chart on Exhibit C. Unless the maintenance, repair, and replacement obligation is expressly assigned on Exhibit C, such obligation shall be determined by the Management Committee. In the event of a conflict between the Declaration and Exhibit C, Exhibit C shall control.

Amendment Five

The Declaration is hereby amended and supplemented with the addition of the following provision:

REINVESTMENT FEE

The Management Committee shall establish a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. The following terms and conditions shall govern Reinvestment Fees.

- (a) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the Salt Lake County Recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in the amount determined by the Management Committee not to exceed the maximum rate permitted by applicable law.
- (b) Notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any Transfer made to the Association or a Transfer exempted in Utah Code §57-1-46(8).
- (c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall become part of an individual assessment to which such Owner and that Owner's Unit are

subject and may be collected as an unpaid assessment subject to the payment of interest and late fees established by the Association or as provided in the Act.

Amendment Six

The Declaration is hereby amended and supplemented with the addition of the following provision:

Before an Owner files any legal proceeding against the Association, the Owner shall first notify the Association of the legal dispute or issue. Upon receipt of the notice, the Association shall have thirty (30) days to determine whether it wants to submit the matter to mediation. The Association's decision shall be binding upon the Owner. If the Association requires mediation, then the parties shall proceed to mediation with each party bearing 50% of the mediation costs. If the Association does not require mediation or the mediation is unsuccessful, the Owner may immediately pursue the legal proceeding.

Amendment Seven

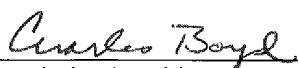
Section 14 of the Declaration is hereby amended by and replaced with the following provision:

14. AMENDMENT. Except as otherwise provided in Section 12 regarding first mortgagees, this Declaration may be amended upon the affirmative vote of at least a majority of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument, an officer of the Association, as directed by the Management Committee, shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature used for voting shall be required.

CERTIFICATION

The Management Committee certifies that the foregoing amendments to the Declaration were duly approved as set forth in the Recitals and as required by the Declaration and applicable statutory law. The Management Committee has authorized the Association's president to execute this document on behalf of the Management Committee as a whole.

EXECUTED this 2 day of October, 2020.



Association President

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 2nd day of October 2020, personally appeared before me
Charles Boyd, who by me being duly sworn, did say that he/she is the
President of the Scottbrook Condominium Owners Association, Inc., that he/she is authorized by
the Management Committee of said association to execute this document, and that the foregoing
information is true to the best of his/her knowledge.



A handwritten signature in black ink, appearing to be "Sarah Guymon".

EXHIBIT A
Legal Descriptions
(20 Units & 1 Common Area)

All Units and Common Areas as shown on the record of survey map for the "Scottbrook Condominiums Amended".

Project Description

BEGINNING at a point South 0°11'40" West 1264.37 feet and North 89°55'09" East 646.95 feet from the Northwest corner of Lot 9, Block 20, Ten Acre Plat "A"; Big Field Survey and running thence North 89°55'09" East 117.90 feet; thence South 0°11'02" West along the East line of Lot 7 of said Block 20, 453.92 feet; thence South 89°56'00" West 199.55 feet; thence North 0°11'12" East 253.80 feet; thence North 89°55'34" East 100.78 feet; thence North 0°11'07" East 100.04 feet; thence South 89°55'23" West 19.15 feet; thence North 0°11'08" East 100.04 feet to the point of BEGINNING.

Unit Parcel Numbers

16321060010000	(Common Areas)
16321060020000	(Unit 1A)
16321060030000	(Unit 1B)
16321060040000	(Unit 2A)
16321060050000	(Unit 2B)
16321060060000	(Unit 3A)
16321060070000	(Unit 3B)
16321060080000	(Unit 4A)
16321060090000	(Unit 4B)
16321060100000	(Unit 5A)
16321060110000	(Unit 5B)
16321060120000	(Unit 6A)
16321060130000	(Unit 6B)
16321060140000	(Unit 7A)
16321060150000	(Unit 7B)
16321060160000	(Unit 8A)
16321060170000	(Unit 8B)
16321060180000	(Unit 9A)
16321060190000	(Unit 9B)
16321060200000	(Unit 10A)
16321060210000	(Unit 10B)

EXHIBIT B

UNIT PERCENTAGES OF OWNERSHIP INTERESTS IN COMMON AREAS AND FACILITIES

<u>UNIT #</u>	<u>SQUARE FOOTAGE</u> <u>(approx.)</u>	<u>Allocated Interest*</u>
1A	1175	5%
1B	1175	5%
2A	1376	5%
2B	1376	5%
3A	1376	5%
3B	1376	5%
4A	1175	5%
4B	1175	5%
5A	1376	5%
5B	1376	5%
6A	1380	5%
6B	1380	5%
7A	1380	5%
7B	1380	5%
8A	1380	5%
8B	1380	5%
9A	1380	5%
9B	1380	5%
10A	1380	5%
10B	1380	5%
TOTALS: 20 UNITS	26,756 Square Feet	100%

[continued next page]

The percentage of ownership interests in the common areas and facilities for each Unit shall also determine its voting shares and its allocation of the Association's common expense liability. Accordingly, each Unit shall have an equal ownership interest in the common areas and facilities, equal voting shares, and equal responsibility to pay for the Association's common expenses.

EXHIBIT C

SCOTTBROOK CONDOMINIUMS MAINTENANCE ALLOCATION CHART

As used herein, the term “Board” shall have the same meaning as “Management Committee” in the Declaration. This Exhibit C may be amended in the same manner as the Declaration.

This chart details the division of responsibility for maintenance, repair, and replacement of property between the Association and the Owners. Note that in all cases, when damage to property maintained by the Association is caused by an Owner or the Owner’s guests or tenants, such damage shall be repaired at the expense of the Owner.

Any modifications visible from outside of a Unit shall be approved in advance and in writing by the Board.

If not listed below or elsewhere in the Declaration, maintenance and repair responsibilities shall be determined by the Board.

[see the following pages]

	EXTERIOR BUILDING	HOA	OWNER	NOTES
1	Roofs and Roof Vent Covers	X		
2	Exterior Wall Finishes (Siding/Brick/etc.)	X		
3	Lighting fixtures & bulbs (porches, patios/decks, and carports)		X	
4	Windows, frames, glass, and screens		X	
5	Window wells, covers, and ladders		X	
6	Foundation	X		
7	Carports	X	X	Roof and posts = HOA Cement flatwork and interior portions = Owner
8	Address numbers	X		
9	Rain gutters and down spouts	X		Clean-out, repair, and replace
10	Exterior doors, frames, hardware, and doorbell (including garage doors)		X	
11	Screens, screen doors, storm doors.		X	The addition of storm doors and screen doors must be approved by the Board
12	Handrails		X	The addition of handrails by Owners on approval of Board
13	A/C unit, pad, and equipment		X	
14	Culinary water pipes	X	X	Servicing Multiple Residences = HOA Serving a Single Residence = Owner
15	Culinary water	X		
16	Landscaping water	X		
17	Hose bib, spigot, faucet		X	
18	Weather stripping		X	
19	Non-roof vents - dryer and fans		X	Including cleaning
20	Satellite Dish/Cable/Internet		X	Includes all parts, wires, and connections **Satellite dishes must be approved by the Board prior to installation.

	INTERIOR	HOA	OWNER	NOTES
1	Attic and Ceilings		X	
2	Circuit breakers for Unit		X	
3	Fireplace		X	Including flue and vent pipes
4	Water heater		X	
5	Furnace		X	
6	Phone/cable/internet lines and reception		X	
7	Plumbing Lines, Valves, Pressure Regulator, Leaks, Clogs, Stoppages		X	If the line is shared with more than one Unit, then it is the HOA's responsibility.
8	Smoke alarms, carbon monoxide detectors, alarm systems		X	
9	Floor coverings		X	
10	Garages		X	Interior, cement slab, door opener, equipment
11	Walls, bearing interior and partition	X	X	All sheetrock and wall coverings = Owner Non-bearing walls = Owner Bearing walls (framing) = HOA
12	Repairs of damage resulting from surface water		X	
13	Repairs of damage resulting from static water seepage from underground		X	
14	Repairs of damage resulting from interior plumbing		X	
15	Electrical wiring and panel		X	
16	Sump Pumps		X	
17	Termites, pests, rodents, insects		X	

	GROUNDS	HOA	OWNER	NOTES
1	Landscape – immediate perimeter of Unit		X	As defined by the Board
2	Landscape – outside immediate perimeter of Unit	X		As defined by the Board
3	Landscape Drains – inside Unit fenced area		X	
4	Perimeter fencing	X		
5	Fencing enclosing a Unit’s yard		X	If fence is shared between 2 Units, Owners of those Units to share the costs
6	Irrigation Lines and Heads	X	X	Within a Unit’s fenced yard = Owner Other areas = HOA
7	Deck and Patio, porch, doorsteps, and stoop		X	
8	Walkways/Sidewalks/Paths	X	X	Walkways/Sidewalks to Front Door = HOA Other Walkways/Sidewalks/Paths for Use by a Unit = Owner
9	Private streets and guest parking	X		
10	Snow removal – streets and guest parking	X		
11	Snow removal – deck/patio, stoops, doorsteps, porch		X	
12	Community Signage	X		
13	Street lights	X		
14	Storm drains	X		
15	All semi-permanent items installed in by an Owner		X	Awnings, decks, patios, pathways, etc. All must be approved by Board

	OTHER	HOA	OWNER	NOTES
1	Trash collection	X		
2	Mailboxes and kiosks	X		If must be rekeyed, cost is responsibility of the Owner
3	Pest control exterior except within enclosed yards	X		
4	Pest control Inside of Units, Garages, and within enclosed yards		X	
5	Sewer pipes	X	X	Servicing Multiple Residences = HOA Serving a Single Residence = Owner
6	Natural gas lines	X	X	Servicing Multiple Residences = HOA Serving a Single Residence = Owner
7	Insurance Coverage- Property (attached buildings)	X		
8	Insurance Coverage – HO6 Policy		X	
9	Insurance Coverage – Loss Assessment		X	
10	Insurance Deductible on Property policy		X	Deductible assessed to Owners pro-rata based on sustained damages in which a covered loss takes place. (See U.C.A. §57-8-43) (Deductible on Owners HO6 policy is their responsibility)