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**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**
For
Grandview Acres Condominiums (a condominium project)
In Ogden, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANDVIEW ACRES CONDOMINIUMS (this "Declaration") is hereby adopted by Grand View Acres Condominium Association ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Weber County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Weber County, Utah and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property").

(B) On or about October 9, 2001, a Declaration for "Grandview Acres" ("Enabling Declaration") was recorded in the Weber County Recorder's Office as Entry No. 1799936.

(C) On or about October 5, 2001, a Plat for "Grand View Acres" Condominiums ("Plat") was recorded in the Weber County Recorder's Office as Entry No. 1799923.

(D) On or about May 21, 2007, an Amendment to the Declaration of "Grandview Acres" Condominiums ("First Amendment") was recorded in the Weber County Recorder's Office as Entry No. 2265285. On or about April 18, 2013, an Amendment to the Declaration of "Grandview Acres" Condominiums ("Second Amendment") was recorded in the Weber County Recorder's Office as Entry No. 2630637.

(E) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces, and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(F) The Property is subject to certain protective covenants, conditions, restrictions, and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Property. Common Areas and Limited Common Areas are those areas that are depicted as Common Areas and Limited Common Areas in the recorded Plat(s) or as described in this Declaration.

(G) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation for Grand View Acres Condominium Association (“Articles”) with the State of Utah, a copy of which has been previously provided to the Owners. In the original Articles the term “Grand View Acres” was used. However, confusion over the proper name for the community exists because the plat refers to “Grand View Acres” as well as the articles of incorporation filed with the state of Utah, but the Declaration uses the term “Grandview Acres” which has been the spelling commonly used in the community. Pursuant to this Agreement, all references to the community shall be “Grandview Acres”. The Association shall file amended Articles to reflect the name change, and although the Plat uses “Grand View Acres”, the term “Grandview Acres” shall be used herein and for all other uses.

(H) The Association and its Members desire that the Board amend the bylaws for the Association, which were included as an appendix to the Enabling Declaration, and hereby authorize and approve the recording of the Amended & Restated Bylaws of the Grandview Acres Condominium Association, a copy of which is attached hereto as **Exhibit “B”** (“Bylaws”), which shall be recorded in the Weber County Recorder’s Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any the Enabling Declaration and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit “B.”** These Bylaws hereby amend, replace, and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(I) Pursuant to Article III Section 26 and the Utah Condominium Ownership Act, Owners of record, holding not less than Sixty-Seven percent (67%) of the total voting interest of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

CERTIFICATION

By signing below, the Board hereby certifies that the above described approval was obtained, approving, and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(J) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Act, Utah Code Ann. § 57-8-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(K) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The

covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Unit located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and their successors in interest.

(L) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Utah Condominium Act, Utah Code Ann. Sections 57-8-101 *et seq.*

(B) “Allocated Interest” shall mean the undivided interest of an Owner in the Common Areas and facilities, which is also utilized for purposes of calculating Assessments and voting rights in the Association. The Allocated Interest per unit is 0.667%.

(C) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by Board in accordance with the Governing Documents. If no ACC is created, the Board shall assume all duties and authority of the ACC.

(D) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee, or other charge.

(E) “Articles” shall mean the Articles of the Association, as amended from time to time.

(F) “Association” shall mean Grandview Acres Condominium Association and as the context requires, the officers or directors of that Association.

(G) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of Grandview Acres Condominium Association (which shall also be synonymous with “Management Committee” as utilized in the Act.)

(H) “Bylaws” shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit “B”**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(I) "City" shall mean City of Ogden, Utah and its appropriate departments, officials, and committees.

(J) "County" shall mean Weber County, Utah and its appropriate departments, officials, and committees.

(K) "Common Areas" or Common Areas and Facilities shall mean and refer to all property in the Project and Improvements owned in common by the Owners including, but not limited to, the following items:

- i) All Common Areas and facilities designated as such in the Plat or identified in this Declaration;
- ii) All property and Improvements within the Project that are not part of a Unit or Limited Common Area;
- iii) All foundations, columns, girders, guides, beams, supports, stairs, stairways, bearing structures of party walls, exterior walls, floor structures, roofs, gutters and downspouts, exterior walkways, breezeways, fire escapes, curbs, sidewalks, private roadways and parking areas that are not specifically assigned to an individual unit as Limited Common Area;
- iv) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners (provided, however, that certain utility installations may be dedicated to the City/County and, if so, this definition shall not be construed to exclude the City/County from the ownership, maintenance, and control of such utilities);
- v) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to two or more Units;
- vi) The Project's outdoor facilities, grounds, private roads, courtyards, benches, open space, sprinkler systems, entries, and monuments.
- viii) The guest parking spaces; and
- ix) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation, or management of the Property owned by the Association for the common benefit of the Owners.

(L) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) managing, operating, insuring, improving, repairing, replacing and maintaining the any Limited Common Area, that is the responsibility of the Association; (C) providing facilities, services and other benefits to Owners as set forth in this Declaration; (D) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (E) levying, collecting and enforcing the assessments, charges, fines, penalties and liens imposed pursuant hereto; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(M) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Grandview Acres Condominiums together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Plat, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, facilities, Unit, walkways, retaining walls, fences, landscaping, decks/patios, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment.

(P) "Limited Common Areas" shall mean all 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.

(Q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(R) "Member" shall mean and refer to every person who holds membership in the Association, including an Owner and the Declarant, as set forth herein.

(S) "Owner" shall mean the person or persons having title to any Unit. Owner shall mean the person holding fee simple title and buyers under any contract for deed but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(U) "Plat(s)" shall mean an official and recorded plat of Grand View Acres ("Grandview Acres") Condominiums, as approved by the City, and recorded in the office of the Weber County Recorder, as it may be amended from time to time.

(V) "Property" shall have the meaning set forth in the recitals.

(W) "Rules" mean any instrument adopted by the Board for the regulation and

management of the Association as provided in the Governing Documents.

(X) "Subdivision" or "Project" shall mean all phases of Grandview Acres, all Units, Common Areas, Limited Common Area, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(Y) "Unit" shall mean any numbered Unit shown on any official and recorded Plat(s), whether or not it contains an Improvement, and shall include all mechanical equipment and appurtenances located within any Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, electrical panels, air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit, as shall all windows, window frames, window wells, skylights, exterior glass, doors, door frames, locks and similar components. All pipes, wires, conduits, or other public utility lines or installations contained within a Unit or serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are within the Unit but are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit. In addition, all decorated interiors, all surfaces of interior structural walls, floors and ceilings, trim, wallpaper, paint, flooring, carpeting and tile, outlets, and any other material constituting any part of the finished surfaces.

ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive drainage and public utility easement and an easement for maintenance in and to the Limited Common Area. With the exception of the rights and easements granted to the Association, the Owner(s) of a Unit shall have the exclusive use of all Limited Common Area appurtenant to their Unit.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every

Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area.

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.5 Easements for Encroachments. If any part of the Common Area, Limited Common Area or Unit now existing encroaches upon the other, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area, Limited Common Area, or Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, equal encroachments upon any portion of the Common Area, Limited Common Area, or Unit due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Units, Common Area and Limited Common

Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees, and independent contractors:

- (a) For inspection during reasonable hours of the Units, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;
- (c) For correction of emergency conditions on one or more Units or on portions of the Common Area and Limited Common Area;
- (d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;
- (e) For inspection during reasonable hours of the Units, Common Area, and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants, and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III **UNITS & COMMON AREAS**

3.1 Units.

(a) The Project consists of multiple buildings with a total of 150 residential Units.

(b) All Units shall be capable of being independently owned, encumbered, and conveyed. The Owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Governing Documents.

3.2 Use of Units. The use of Units shall be for single-family, residential purposes only.

3.3 Description of Units. The Units are described in Plat(s).

3.4 Separate Taxation of Units. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.5 Modification to Units. Without prior, written approval from the ACC, an Owner may not make any repairs, modifications, or alterations to any part of the exterior of a Unit or

building. Similarly, without prior, written approval from the ACC, an Owner may not conduct any interior construction or remodels of the Unit that impacts structural or shared walls or any shared roofing, or any shared infrastructure. No external walls or structural walls may be altered without Association approval. The ACC may require that such modification or repairs be made in a particular manner and with qualified persons to maintain conformity within the Project. (This provision is not intended to prevent an Owner from performing interior decorating, painting, or conducting similar activities without the prior written permission.)

- (a) Without prior approval of the ACC, none of the following shall occur at any time: (1) any use of the Common Areas or Limited Common Areas for construction staging, storage of building materials or non-operational motor vehicles, assembly, or construction (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area or Limited Common Areas by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling, construction, large items such as furniture, large cardboard boxes, car and truck tires, and high volume waste inconsistent with the waste produced for a standard residential dwelling that would otherwise interfere with other residents' ability to use disposal services.
- (b) The ACC shall have no authority to approve of any remodeling: (1) inconsistent with the Governing Documents (2) that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise provided herein), or (3) that would cause unsafe conditions.
- (c) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.
- (d) The Association may require indemnification agreements from an Owner with respect to any approved modification that impacts the roof of other shared components.
- (e) All remodeling, Improvements and structures within the community shall be consistent with the existing character, architectural style, colors, and theme as other Improvements in the community so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements. The Board may adopt Rules with regard to allowed construction colors, materials, appearance etc. and policies with regard to submission and review of proposed Improvements and remodeling.

3.6 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. A percentage of undivided interest in the Common Areas shall attach to each Unit, as set forth in **Exhibit "D"**. Upon any conveyance or transfer of a Unit,

the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in Common Areas may be transferred or conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Governing Documents.

3.7 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units equally according to each Unit's proportion of allocated ownership of Common Area.

3.8 Limited Common Areas. The Limited Common Areas are depicted on the recorded Plats, as well as described in this Declaration. Limited Common Area shall be used exclusively by the Owner of the Unit to which such Limited Common is appurtenant. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.9 Unit Accessories. Each Unit is allowed an area on the back side of the Unit to be used for Unit Accessories ("Unit Accessory Area"). Any Unit Accessory Area shall be no larger than 256 square feet, must be a single area located directly behind the Unit, and may not extend further than 16' from the back of the Unit. For purposes of the Declaration, "Unit Accessories" includes a combination of the following: fences, privacy dividers, decks, patios, sunrooms, room additions, planters, awnings, and attached sheds. Many units already have several Unit Accessories attached to their dwelling or adjacent to it. Any such Unit Accessory at the time this Declaration is recorded shall be not be considered non-conforming to the Declaration. If any owner removes a Unit Accessory, the owner must seek approval from the Association for a replacement Unit Accessory and any such Unit Accessories shall comply with this subsection. The attached Exhibit E is a list of Units Accessories in existence as of January 1, 2022. The following shall apply to Unit Accessories:

- (a) In the event any Owner would like a Unit Accessory not listed in Exhibit E [in existence as of January 1, 2022], the Owner shall submit plans for approval by the Board before construction.
- (b) The Association may permit multiple Unit Accessories as long as the combined Unit Accessories are located within the Unit Accessory Area. For example: the Association may approve a patio with awning, shed, and privacy fence if all those elements will be located within the same Unit Accessory Area.
- (c) If a Unit is assigned Unit Accessories via the Plat, those accessories must remain and be maintained by the Owner.
- (d) The following applies to Unit Accessories:
 - a. Fences/Privacy Dividers: Fences and dividers cannot enclose any area of common area, but they may create a linear privacy screen extending 16 feet from the Unit and located at or near the shared wall between Units. Only wood or vinyl fence materials may be used. No split rail fencing is allowed. All fences must be located on the Unit's Limited Common Area. Currently existing fence

dividers may be removed and replaced with a deck or patio, but not replaced by any form of enclosed Unit Accessory, such as a sunroom or other enclosed space.

- b. Decks/Patios: Patios may be cement or paver stone.
 - c. No Unit Accessories may be situated directly behind or in front of an adjoining Owner's Unit.
 - d. All Unit Accessories should be maintained or constructed in a style that matches the Unit as much as reasonable possible.
 - e. All attached sheds shall be located within the Unit Accessory Area, and they require a cement foundation and the structure's footprint, including concrete pad, cannot exceed 200 square feet in area.
 - f. All Unit Accessories must conform to state and local land use laws, including setbacks from structures and property lines, and the Owner must obtain all proper building permits prior to construction.
 - g. New Unit Accessories permitted under the Declaration must be located in the Limited Common areas located on the back side of the Unit. No new Unit Accessories shall be allowed in front of the Unit except for the replacement of currently existing porches and porch coverings.
 - h. Any new or rebuilt Unit Accessories must be completed within six months from the date construction is started on the Unit Accessory.
 - i. Planter or garden boxes are not "Unit Accessories" and are not allowed within the Property unless otherwise permitted according to Section 10.20. Owners may use portable garden pots or portable planter boxes which are not affixed to the ground, include an enclosed structural base which holds the soil in the pot or planter, and which are easily moved.
 - j. Attached sheds which are connected to the Units shall not be replaced once they reach a state of structural disrepair. The Owner is responsible for the costs of removal of any such attached shed, but the Association shall be responsible for the repair of the Common Area siding where the shed was physically attached to the Unit.
 - k. Owners may convert one window on the back of the Unit to a door if the door exits the Unit directly into the Owner's Unit Accessory Area. Any window/door conversion allowed herein must be approved by the Association in advance and all proper governmental building permits must be obtained prior to any work.
- (e) The Board shall maintain a current list of Unit Accessories which shall include all Unit Accessories established by the Plat and those approved by the Board.

3.10 Standalone Sheds. "Standalone Sheds" are those structures which are shown on the Plat as sheds assigned to Units and not attached to the Unit and may be located in Common Area. As of January 1, 2022, some Units do not have a Standalone Shed assigned to the Unit. For Units that do not have a Standalone Shed, the Owner of such a Unit may apply for permission from the Association to construct a Standalone Shed. The Association may allow only one Standalone Shed per Unit, and Units with a Standalone Shed may not build additional Standalone Sheds. The Association may approve a new Standalone Shed as long as the Owner presents design plans which

show the location, material type, and contractor information. Each Standalone Shed must be built upon a concrete pad not to exceed 200 square feet and the Standalone Shed itself cannot exceed 200 square feet.

ARTICLE IV
MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS AND UNITS

4.1 **Maintenance of Common Areas.** The Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the Improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate, which generally include the following:

- (a) Private roadways, curbing, and guest parking spaces;
- (b) Entrances, signs and gates;
- (c) Roofs, rain gutters, and down spouts;
- (d) Outside exterior surfaces of the buildings and Units;
- (e) Chimneys and chimney caps (if any);
- (f) Foundations and cement slabs within buildings;
- (g) Structural components, including, but not limited to: exterior or bearing walls or walls that are common to two or more Units;
- (h) Infrastructure, pipes, water, and utility lines that are contained within the roadways in the Project serving more than one Unit and not the responsibility of the City/County;
- (i) Utilities that serve the general community or more than one Unit and are not operated by the City/County.
- (j) Community mailboxes;
- (k) Walkways (shared and unshared), iron porch railings, porch steps, sidewalks and breezeways (including those located on Limited Common Area);
- (l) **Landscaping.** General landscape and sprinkler maintenance, including the repair, maintenance and replacement of the sprinkler systems not installed by Owners, and landscaping within the Project, which shall generally include mowing, edging, blowing of grass, raking, disposal of leaves and maintenance of approved flower beds. Prior written permission must be obtained by the ACC to materially modify exterior landscaping on any Unit;

- (n) **Snow Removal.** The Association shall make reasonable and prudent efforts for the removal of snow from private roadways, sidewalks, and other relevant Common Areas within the Project. Owners understand that certain snow removal activities with regard to the Limited Common Areas, except for assigned parking space(s) which shall be the responsibility of the Association. Given that all parking spaces within the community are outdoor parking located along private roadways, removal of snow from the private roadways may result in the Owners needing to perform certain snow and ice removal with regard to their assigned parking space(s), including any work to make the parking space accessible and usable by the individual Owner. Owners shall be responsible for removing snow from private patio areas, and other applicable areas of their Unit. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The Association may by rule, adopt further regulations with regard to snow and ice removal;
- (o) **Crawl Spaces.** The Association shall be responsible for pest control in the crawl spaces of each building. The type or frequency of the pest control treatment is at the discretion of the Association and may include reactionary treatment of a known infestation instead of routine maintenance treatments. The Association may allocate infestation treatment costs to the Owner of a Unit if an infestation of a crawl space, or other Common Area maintained by the Association, is the result of an Owner's failure to keep their Unit free of rubbish, waste, standing water, or other condition likely to cause an infestation; and
- (p) Secondary water spigots/hose bibs on the Unit and all secondary water valves and pipes located on Common Area.

4.2 **Maintenance of Limited Common Areas and certain Common Area.**

Owners are responsible to keep the Limited Common Areas, including those listed in Exhibit C, clean and free and clear from all items except those expressly permitted by the Association and in a neat a sanitary condition and free of offensive odors. The Association may by rule adopt a list of approved and disapproved items that may be within the Limited Common Areas, including the breezeways/walkways in front of Units. Notwithstanding, in no event may items or vehicles in any way block egress to and from any Units or create unsafe conditions. Owners shall be responsible for the maintenance and repair of the following items and elements:

- (a) Any repair or replacement to the Limited Common Areas that occurs as a result of improper activities of the Owners, or their occupants shall be the responsibility of the Owner(s).
- (b) Owners shall weed, plant, water, and otherwise maintain in an aesthetically pleasing manner, all flower beds, and gardens adjacent to the Unit.
- (c) Trees planted by the Owner or the Owner's predecessors in interest shall be maintained by the Owner. No additional trees shall be planted by the Owners without prior Board

- approval. All other trees shall be maintained by the Association.
- (d) Grass located within the Unit's Limited Common Area and also within 30 feet from the Unit;
 - (e) Sprinkling systems installed by the Owner or the Owner's predecessor in interest shall be maintained by the Owner and all lawn areas serviced by those systems shall be the responsibility of the Owner to water.
 - (f) All structures or Unit Accessories attached or immediately adjacent to the Unit, which are exclusively used by the Owner, shall be maintained by the Owner. This includes sunrooms, fences, privacy dividers, awnings, decks/patios, and sheds. If any element of Common Area maintained by the Association is damaged as a result of the installation, maintenance, disrepair, or removal of a Unit Accessory, the Owner shall be responsible to repair the damaged Common Area, including but not limited to siding, roofs, and rain gutters.
 - (g) Ordinary repair or replacement of Limited Common Areas following the exhaustion of their useful life shall be the responsibility of the Association.
 - (h) Any vehicle within an assigned parking space must be licensed, insured, and regularly utilized and maintained. Only passenger vehicles may be located within the assigned parking space and must be able to fit within a single parking space. Parking vehicles directly in front of garages is not allowed.

4.3 Owner's Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Unit and related Improvements constituting a part thereof, in good order and repair, which generally includes:

- (a) All interior and exterior doors, including frames, locks, hinges and door jams;
- (b) Finished interior of the Unit, including: flooring, tiles, wallpaper, paint, carpet, wood, fireplaces, fixtures other material comprising finished interior;
- (c) Drywall, wallboard and similar materials within a Unit;
- (d) Skylights, windows, windowsills, window wells, window frames, glass, screens, and patio doors;
- (e) Sewer and drainage pipes, wiring, power, water and other utility lines within a Unit;
- (f) Plumbing fixtures, fans, stoves, refrigerators, appliances, heaters, furnaces, fireplaces, vents, chimneys, HVAC systems, compressors, condensers, ducting, air conditioning, water spigots, lighting fixtures, pipes, and similar appliances, fixtures and pipes that exclusively serve an Owner's Unit(s);
- (d) The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free of pests and rodents, uncluttered, and free of offensive odors. The Board of Directors may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed in any Unit, which may include a prohibition on leaving, installing, or storing any items in such places.
- (e) A Unit Owner shall not obstruct the Common Areas or Limited Common Areas. A Unit Owner shall not place or store anything within the Common Areas and Facilities without the prior written consent of the Association or its designee.

4.4 Repairs by Association. In the event that an Owner permits his Unit or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

4.5 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage before re-construction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

4.6 Water Wise Landscaping. The Association shall adopt rules to support or encourage water-efficient landscaping. The Association and Owners agree to follow local city water restrictions or restrictions set by the local water district which provides water used for landscaping. During drought conditions watering may be limited which may cause dry conditions for turf. During drought conditions, dry turf resulting from following watering restrictions, as stated herein, shall not constitute a violation of lawn maintenance requirements.

ARTICLE V MEMBERSHIP

5.1 Membership in the Association shall at all times consist exclusively of the Owners.

Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

ARTICLE VI **VOTING**

6.1 **Voting.** The Association shall have one class of voting. Owners shall be entitled to vote in accordance with their Allocated Interest. In order to be eligible to vote, an Owner must be current on all Assessments and charges at least 30 days in advance of the meeting, ballot, or vote. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such Person(s) is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Unit may not be divided between Owners of such Unit. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE VII **HOMEOWNER ASSOCIATION**

7.1 **Organization.** The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

7.2 **Enforcement Powers.** The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including

but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Unit(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses, and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest, and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment fails due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest, and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) **Special Assessment.** The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas.

(c) **Individual Assessment.** The Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Project or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance, or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) The Association may levy a reserve fund assessment to occur annually or monthly as approved by the Board, and as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.4 **Budget.** The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners at a meeting of members.

(a) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budgeted.

(b) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

(c) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

7.5 **Reserve Fund Analysis.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing, or restoring Common Area and Limited Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to

conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Unit occurs in the amount of a two monthly regular assessment unless a lesser amount is determined by the Board.

7.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Unit on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Unit for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas and Limited Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may

supplement, clarify, and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of his/her Unit, the Association may charge a fee not to exceed \$50.

7.13 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

7.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents, and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties, and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms and may also serve as officers of the Association.

7.17 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant, bookkeeper, or other third party to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VIII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. If not received by the 10th, the Board may charge a late fee in an amount set by the

Board (not to exceed \$50) for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by third parties related to collections.

8.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

8.4 Foreclosure. The Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

8.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring, and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Unit(s).

8.8 Appointment of Trustee. The Association may appoint a member of the Utah State Bar, with power of sale, for the Unit and all Improvements to the Unit for the purpose of securing payment of assessments under the terms of this Declaration or pursuing foreclosure of the Unit.

ARTICLE IX
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale, or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale, or transfer.

ARTICLE X **USE LIMITATIONS & RESTRICTIONS**

10.1 **Single Family.** The purpose of the Project is to provide single-family residential housing. All Units shall be used only for single-family residential purposes. "Single Family" shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household related to each other by blood, adoption or marriage, or a group of unrelated individuals of not more than two persons per bedroom.

10.2 **Licensed Contractor.** Unless the Architectural Control Committee gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled on any Unit except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

10.3 **No Business or Commercial Uses.** No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Unit for a home occupation pursuant to City or County ordinance. Businesses, professions, or trades may not require heavy equipment or create a nuisance within the Project and may not noticeably increase the traffic flow to the Project.

10.4 **Combination of Units.** No Unit may be combined with another Unit without the consent of the Board.

10.5 **No Hazardous Activity.** No activity may be conducted on any Unit that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive, or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

10.6 **Garbage.** The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board. Garbage cans may only be placed near the road the day before and the day of the regularly scheduled garbage pickup day. Each Unit may have one wood plank privacy fence, no longer than 10 feet in length, on the Unit's Limited Common located at the front of the Unit which may be used for the purpose of creating a screen for storing the garbage cans. Cans may only be stored on pavers or cement pads. All plans

for fencing, pavers, or cement pursuant to this paragraph must be first submitted to the ACC for approval. The Board may adopt design rules related to the materials, height, and general construction of garbage privacy fences. Owner shall maintain any privacy fence, pavers, and concrete installed by Owner under this paragraph.

10.7 Fencing. Only the Association may approve new fencing within the Project. Replacement of current fencing or privacy dividers requires prior ACC approval after submission of plans to the ACC which describe the materials, location, and style of the proposed replacement fence. Fences may not exceed a height of six feet and cannot create a fully enclosed area Common Area.

10.8 Exterior Antennas and Satellite Dishes. Owners may not affix or attach any communication equipment to the common areas of the dwelling. Use of communication equipment, such as antennas and satellite dishes are allowed in accordance with Federal law, but approval of antennas and satellite dishes, including type of equipment and placement of the same, must be obtained from the ACC prior to installation.

10.9 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting or graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, air-soft, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

10.10 Energy Conservation Equipment. Except for those in current working order and installed prior to January 1, 2022, no Owner shall be allowed to put any energy conservation equipment or solar panels upon the Common Area or Limited Common Area. Any solar panel or other conservation equipment may be installed by the Association for the benefit of all Owners. Preexisting energy conservation equipment or solar panels currently existing must be maintained in good working order by the Unit Owner. If the equipment is non-operational and not repaired by Owner within 60 days of receiving notice from the Association demanding repair, the Association may enter upon the Unit to remove the equipment, and any costs associated with removal shall be levied as a limited assessment against the Owner of the Unit.

10.11 Exterior Decorations. The Board may adopt rules and regulations with regard to exterior decorations.

10.12 Window Treatments. Shades, awnings, window guards, ventilators, fans, or air conditioning devices shall not be used or attached on the exterior of the buildings unless approved by the Board.

10.13 Smoking Prohibited. In harmony with the Utah Indoor Clean Air Act, smoking (in all its forms including, but not limited, to cigarettes, cigars, vaping, e-cigarettes, medical uses, incense, and other forms of smoke) is prohibited within the Project (including, but not limited to, Units, Common Areas, and Limited Common Areas), except within designated smoking area (if

designated by the Board).

- (a) Smoking Permitted in Designated Areas Only. The Board reserves the right to adopt Rules modifying or altering the location of the smoking designated area. Notwithstanding, the Board shall not have authority to allow any smoking with the Buildings, Units, Limited Common Areas or within 25 feet of any Building or Unit, which restrictions may not allow for a designated smoking area.
- (b) Violation of Smoking Restriction. In the event an Owner, guest or occupant violates the prohibition on smoking within the Project, the Board shall have authority to issue Fines. Any occupants repeated violations of the smoking restriction shall be grounds for, among other remedies available to the Association, eviction, and the Association shall be authorized to initiate and complete eviction and assess the costs and attorney fees incurred in said eviction to the Owner. In said event, the Association shall be entitled to: (a) an injunction ordering the tenant to vacate the premises, or such other relief as deemed appropriate by the court, including the issuance of a writ of restitution, (b) damages against the Unit owner in the amount of \$50 per day for each day (or the maximum amount allowed by law) the tenant remains in the Unit as the result of the Owner failing to promptly initiate eviction proceedings, and (c) recovery of its costs and attorney fees from the Owner, including the recorded of a lien. The Board shall have all additional powers deemed necessary to enforce the provisions of this Amendment.
- (c) Fines Permitted. Nothing contained herein shall prevent the Board from fining an Owner and occupant who violates this restriction.
- (d) Severability. If any of the provisions of this section or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this section and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10.14 Vehicles & Parking. Each Unit is limited to one assigned parking stall associated with each Unit. Unassigned parking stalls are available for guests on the Property which may not be used for the parking of vehicles owned or registered to owners or tenants living upon the Project. Guest vehicles may not be parked in the guest parking for periods greater than 48 hours at a time. Except for the guest parking stalls, no street side parking of vehicles may occur anywhere upon the Property at any time and no vehicle may be partially parked upon the Private Drive, sidewalks, or obstruct the clearing of snow in the Private Drive. Further, vehicles must be in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. No recreational vehicles, campers, atvs, side by sides, trailers, boats, or similar vehicles may be parked or stored in the Project except as otherwise provided in the Rules and Regulations. No resident shall repair or restore any vehicles of any kind within the Project, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a

proper repair facility. The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project.

10.15 Restriction on Signs. The Board may adopt rules and regulations with respect to the placement of signs in the community. Any such rules shall not abridge the rights of owners related to the placement of under Utah statute, but may limit the size, time, place, and manner of sign usage.

10.16 Pets & Animals. No pets of any kind shall be kept in Grandview Acres except those kept in accordance with the following:

- (a) General Provisions. A pet, for the purpose of these rules, shall be any animal, reptile, bird, or insect defined as a pet by the Board 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.
- (b) The following restrictions apply:
 - i. No occupant shall bring into Grandview Acres or keep more than two pets at a time.
 - ii. 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.
 - iii. Each pet owner will keep his pets registered at all times are required by Ogden City authorities.
 - iv. 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.
 - v. No pet shall be allowed outside the occupant's unit without a leash 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 Owner's Unit. The kennel must be hidden from view and kept free of odors and feces. The member should submit prior permission from the Board for placement of the kennel. No dog runs are permitted.
 - vi. Noisy pets must be silenced.
 - vii. 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.
 - viii. The Recreation Hall and area around it are strictly off limits to all pets under all conditions with no exceptions.
 - ix. 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.

- x. 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.
- xi. Support/Comfort Animals are allowed as required by local, state, or Federal law and are not considered "pets" for purposes of these rules.

10.17 A Unit Owner shall not permit any obnoxious or offensive activity or nuisance to be carried on in his Unit or upon any other part of the Project. A Unit Owner shall not conduct any activities, including the construction of improvements, in his Unit, which are or may become unsafe or hazardous to any person or property.

10.18 A Unit Owner shall not violate any of the rules and regulations for the use of Units or Common Areas and Facilities, adopted by the Association and furnished in writing to the Unit Owners.

10.19 No swimming pools, spas, or hot tubs are allowed on Limited Common or Common Areas.

10.20 Some Unit Owners have installed fixed garden planter boxes near to their Unit. Any such planter or garden box must be kept in good condition, maintained in a generally weed free condition, and may not become overgrown or neglected. Any perennial plants must be trimmed to the smallest size as is reasonable during the winter season, and annual plants shall be removed after their growing season. No new or additional planter boxes may be installed without Association approval. If a planter box is in a state of disrepair, the Owner must remove the planter box in favor of drought resistant landscaping.

ARTICLE XI RENTAL/LEASE RESTRICTIONS

11.1 Restrictions and Rules Governing Non-Owner-Occupied Units. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Units shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

11.2 Maximum Number of Rental Units. As of the date of this recording, there exist non-Owner occupied Units, which are identified in **Exhibit "C"** attached hereto. Up to fifteen (15) Units in the Project may be rented, or non-Owner occupied at any one time for a maximum total of 10% non-exempt, non-Owner occupied Units in the community. Based upon the current list, as Owners sell or reoccupy these Units, they can no longer be used as rental units until that percentage has been reduced down to the maximum of 10%. The ability to lease an existing non-Owner occupied Unit expires upon the sale or transfer of ownership of said Unit, or if an Owner re-occupies the Unit. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit once the percentage is below 10%.

(a) Exempt Non-Owner Occupied Units. In addition to the allowed maximum cap of 10%, the following Units may be non-Owner-occupied Units:

- (i) An Owner in the military for the period of the Owner's deployment.
- (ii) A Unit occupied by an Owner's parent, child, or sibling.
- (iii) An Owner whose employer has relocated the Owner for less than two years.
- (iv) A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 - a. The estate of a current resident of the Unit; or
 - b. The parent, child, or sibling of the current resident of the Unit.

(b) Additional Restrictions.

- a. A Unit is only available for lease under these rules if the current Owner has owned the Unit for a period of no less than 24 months prior to entering into a lease to a third party.
- b. Any lease entered into must be a 12 month lease. Owner may only allow the lease to renew (either-month to-month or for an additional one-year term) if (1) the renters have not violated the Governing Documents of the Association, and (2) no other Owners are currently on a waiting list to rent their Unit pursuant to the limits set forth in Paragraph 11.2.

(c) Permitted Rules. The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-Owner-occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

ARTICLE XII REPAIRS BY THE ASSOCIATION

12.1 Repairs by Association. In the event that an Owner permits his Unit or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien

on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

12.2 Alterations of Exterior Appearance. The Owners will maintain their Units and Improvements in substantially the same condition and appearance as that approved by the Board. No subsequent exterior alterations, improvements, or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Board.

12.3 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage before re-construction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XIII INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. 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.

As used in this Article:

- (1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (2) "Unit Damage" means damage to a Unit.
- (3) "Unit Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

In the event of a covered loss, Owner(s) shall pay their portion of any Association deductible in accordance with that Unit's Unit Damage Percentage.

13.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Units, buildings, and other facilities.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and storm water run-off, if reasonably available; and (2) all perils normally covered by "special form" property coverage.

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

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

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

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

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or

property damage in any single occurrence.

13.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, 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 Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, 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.

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors, and employees of any manager of the Association.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. 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. 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 proceeds remaining 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. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and

the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy or permit anything to be done or kept in or about the Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

13.8 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.

13.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

ARTICLE XIV DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and/or Limited Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and/or Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and/or Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas and/or Limited Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas and/or Limited Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas and/or Limited Common Areas shall not be repaired or reconstructed, and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas and/or Limited Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XV
DISBURSEMENT OF PROCEEDS

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and/or Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI
REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII
CONDEMNATION

17.1 Whenever all or any part of the Common Areas and/or Limited Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas and/or Limited Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and/or Limited Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and/or Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such

restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 **Violation Deemed a Nuisance.** Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

18.2 **Severability.** Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

18.3 **Consent, Power of Attorney, Waiver.** By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not

be affected by the disability of any such Owner or Occupant.

18.4 No Representations and Warranties. Each Owner and occupant understand, agrees, and acknowledges through taking title or residing in the Project that the Declarant, Association, and the Board have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

18.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

18.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the eligible Allocated Interest. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

18.7 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Unit, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Unit.

18.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

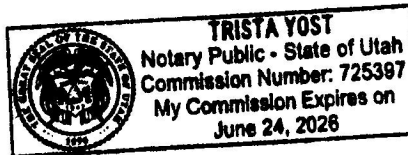
18.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

SIGNATURES ON NEXT PAGE

GRANDVIEW ACRES CONDOMINIUM ASSOCIATION

Anne Oakes
By: Anne Oakes
Its: President

STATE OF UTAH)
: SS
COUNTY OF WEBER)



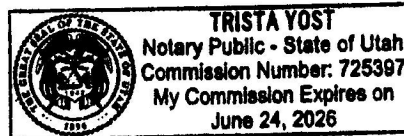
On this 6th day of April, ²⁰²³~~2022~~, personally appeared before me Anne Oakes, who being by me duly sworn, did say that he/she is President of Grandview Acres Condominium Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Trista Yost
Notary Public

GRANDVIEW ACRES CONDOMINIUM ASSOCIATION

Judith Bungard
By: Judith Bungard
Its: Secretary

STATE OF UTAH)
: SS
COUNTY OF WEBER)



On this 6th day of April, ²⁰²³~~2022~~, personally appeared before me Judith Bungard, who being by me duly sworn, did say that he/she is Secretary of Grandview Acres Condominium Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Trista Yost
Notary Public

EXHIBIT "A"**Legal Description**

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4; RUNNING THENCE ALONG THE EAST BOUNDARY LINE OF OAK RIDGE ACRES NORTH 1°18'12" EAST 1318.36 FEET TO THE SOUTH BOUNDARY LINE OF BELMAR ACRES EXT. NO. 1; THENCE ALONG SAID SOUTH BOUNDARY LINE AND ITS EXTENSION SOUTH 89°13'48" EAST 601.36 FEET; THENCE SOUTH 1°18'12" WEST 394.00 FEET; THENCE NORTH 89°13'48" WEST 54.41 FEET, THENCE SOUTH 1°18'12" WEST 318.64 FEET; THENCE SOUTH 43°41'48" EAST 79.20 FEET; THENCE SOUTH 88°41'48" EAST 243.00 FEET; THENCE SOUTH 1°18'12" WEST 140.20 FEET TO THE NORTH LINE OF 39TH STREET; THENCE SOUTH 88°41'48" EAST 88.00 FEET; THENCE NORTH 1°18'12" EAST 140.20 FEET; THENCE SOUTH 88°41'48" EAST 260.00 FEET; THENCE NORTH 1°18'12" EAST 41.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 3875 SOUTH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°41'48" EAST 148.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF ECCLES AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 1°18'12" WEST 592.56 FEET TO THE NORTH BOUNDARY LINE OF COUNTRY HILLS ADDITION; THENCE ALONG SAID NORTH BOUNDARY LINE AND ITS EXTENSION NORTH 88°52'49" WEST 1320.63 FEET TO THE POINT OF BEGINNING, CONTAINING 26.83 ACRES.

Tax ID Nos.: 05-179-0001 – 05-179-0151

EXHIBIT "B"
Bylaws

AMENDED & RESTATED BYLAWS OF GRANDVIEW ACRES CONDOMINIUM ASSOCIATION

The following are the Restated Bylaws (“Bylaws”) of Grandview Acres Condominium Association, a Utah nonprofit corporation (the “Association”). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

RECITALS

- (A) The initial Bylaws were adopted and recorded as an integrated and separate portion of the Enabling Declaration, as Entry No. 1799936 (“Enabling Bylaws”) the records of the Weber County Recorder’s office.
- (B) Pursuant to Article III Paragraph 26 of the Enabling Declaration and Article XI of the Enabling Bylaws (as amended), the Bylaws may be amended by an affirmative vote of 67% of all Unit Owners in person or represented by proxy at any regular meeting or such Unit Owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

CERTIFICATION

By signing below, the Board of Directors hereby certifies that the above described approval was obtained, approving, and consenting to the recording of these Bylaws.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Grandview Acres Condominiums, of even date, and recorded in the Official Records of the Weber County Recorder’s Office (hereinafter referred to as the “Declaration”).

ARTICLE II - MEETINGS OF OWNERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors (“Board”)¹. The Board may set the date, time, and location of the annual meeting in accordance with Section 2.3 below.

¹ The term “Board of Directors” or “Board” shall be synonymous with the term Management Committee, as the same is utilized in the Utah Condominium Ownership Act.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total eligible Allocated Interest. A special meeting pursuant to this Section called at the request of Owners may be cancelled, even if a notice of meeting has been sent to the Owners, if (1) Owners requesting the meeting in writing have rescinded their individual request in writing to the Board, and (2) without the rescinded Owner requests the total number of remaining requests falls below the 25% threshold for the meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day, and time of the meeting, and, in the case of a special meeting, the purpose of the meeting. The location of meetings can include meeting virtually, telephonically or through other available technology.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide an additional requirement and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting. Only the Board or Board representative may make

an audio recording of any Association meeting for purposes of preparing minutes. No other recording, whether audio or video shall be allowed.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

Section 2.8 Voting Eligibility. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days in advance of the meeting, ballot or vote shall be deemed in good standing and eligible to vote. The number of votes for each Unit shall be in accordance with an Owner's Allocated Interest, as set forth in the Declaration.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals ("Board"), which the Board shall decide based upon the number of candidates for Director positions. Members of the Board of Directors shall serve for a term of three years. Board terms are staggered such that two board positions become open for election each year, except every third year only one position is open for election. As of the time these Bylaws were adopted, two positions will be open at the next two annual meetings, and then one position in the year after that. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, ineligibility, resignation, or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

Section 3.2 Eligibility. All members of the Board shall be Owners, an Owners' spouse, or legal partner of an Owner. At least one member of the Board must reside at the Property and maintain one of the Units as their primary residence. If only one Board member resides at the Property and that Board member resigns or is otherwise removed, the remaining Board members may appoint any eligible individual to fill the remainder of that Board term as long as the candidate resides at the Property. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein,

such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation, ineligibility, or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of his duties. Additionally, in order to encourage participation among Owners to serve as a Director, monthly regular assessments are waived for Directors that are on the Board at the time regular monthly assessments become due, but Directors are responsible for all other types of assessments, fines, and fees.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic

address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting. Only the Board or Board representative may make an audio recording of any Association meeting for purposes of preparing minutes. No other recording, whether audio or video shall be allowed.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice president, secretary/treasurer, and other offices as determined by the Board.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Duties. The Board may adopt resolutions to define the respective duties of the Directors and Officers for the upcoming year at the first Board Meeting following the election of new Directors. For example, typical duties associated with secretary, such as keeping minutes, records, assisting with notice of meetings, and other related tasks may be divided amongst other Officers, as determined by the Board. This same process may be applied to each office.

ARTICLE VIII - CONTRACTS, LOANS & INVESTMENT

Section 8.1. Contracts. The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 8.2 Loans. Any loan entered into by the Association must be in accordance with the Declaration.

Section 8.3 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total eligible membership Allocated Interest prior to the investment.

ARTICLE IX - COMMITTEES

Section 9.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE X – MISCELLANEOUS

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person attended the meeting and the issue upon which the objection was based was perceptible and no objection to the particular procedural issue was made at the meeting.
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting.
- (c) If the objecting person was not in attendance at a meeting and had actual notice of the meeting before it occurred.
- (d) If the objecting person who was not in attendance at the meeting and did not have proper or actual notice fails to assert the objection within 30 days of receiving notice of the circumstances giving rise to their objection.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

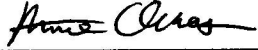
Section 10.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation of the Governing Documents or Utah law.

Section 10.4 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

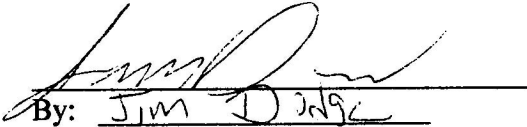
Section 10.5 Amendment. Any amendment to these Bylaws shall require the consent of at least sixty-seven (67%) of the eligible allocated ownership voting interests. An amendment to these Bylaws shall be effective immediately upon recordation in the Weber County Recorder, State of Utah.

SIGNATURES ON NEXT PAGE

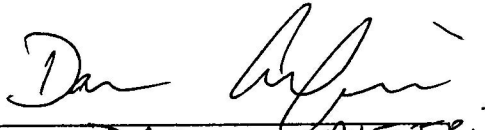
GRANDVIEW ACRES CONDOMINIUM ASSOCIATION



By: Anne Oakes
Its: Member, Board of Directors



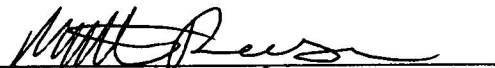
By: JIM DINGLE
Its: Member, Board of Directors



By: DAN ALFIERI
Its: Member, Board of Directors



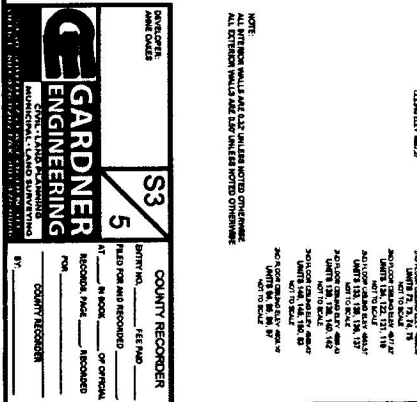
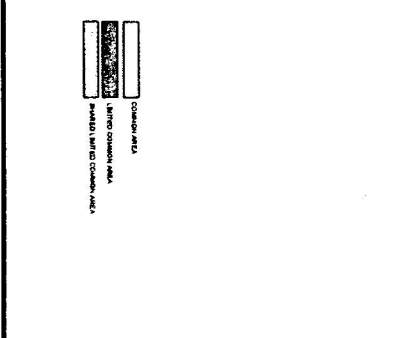
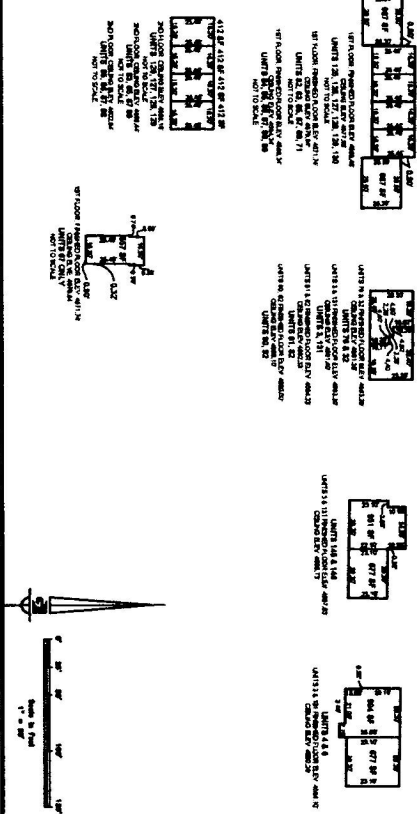
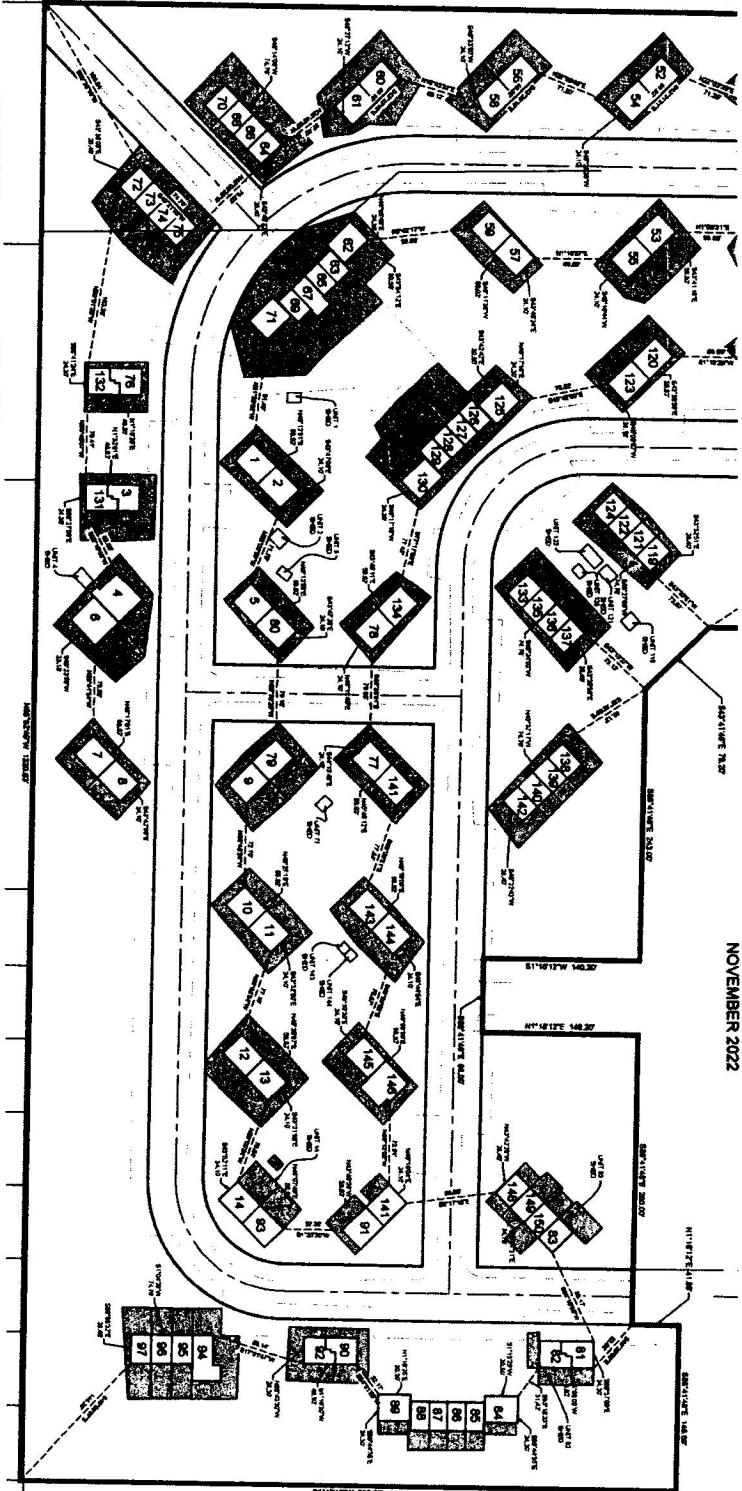
By: Judith Bungard
Its: Member, Board of Directors



By: Matthew Reese
Its: Member, Board of Directors

EXHIBIT "C"
Plat

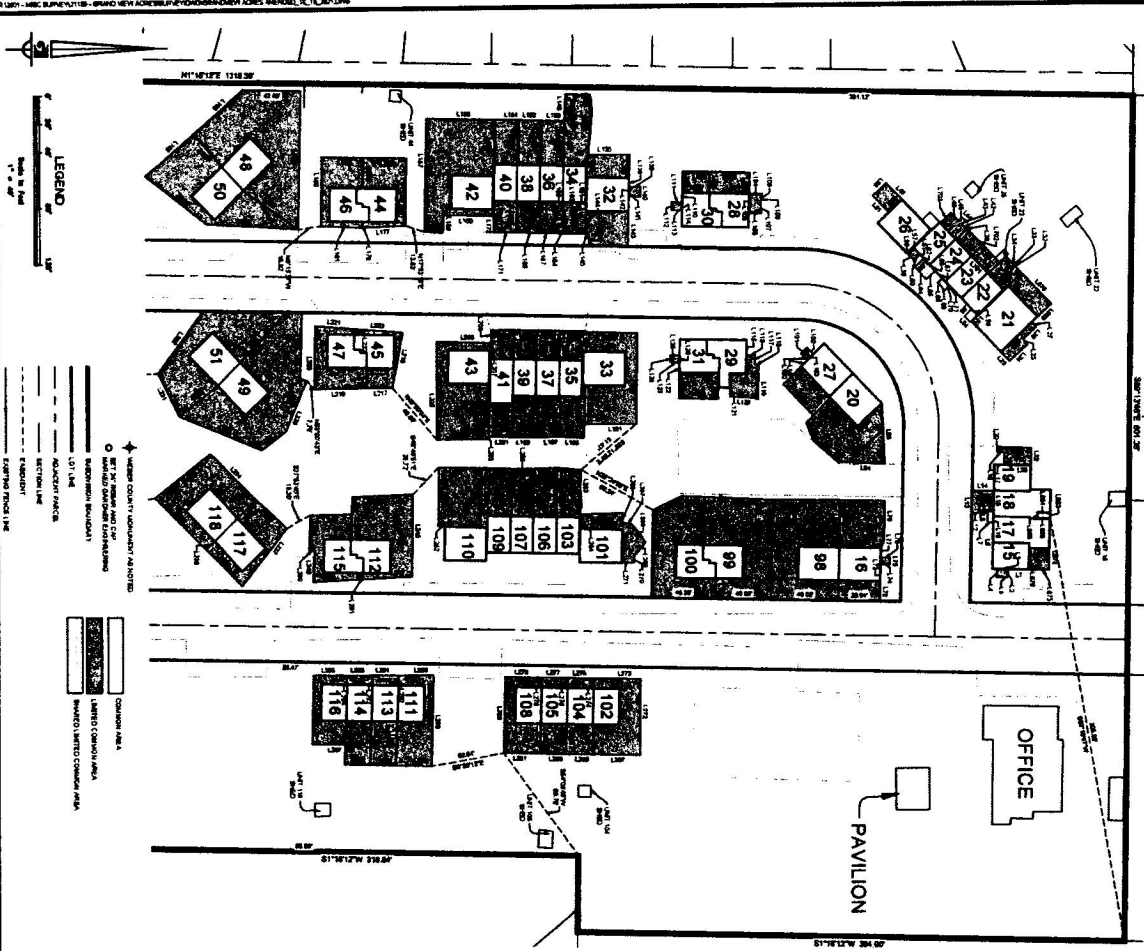
GRAND VIEW ACRES CONDOMINIUMS 1ST AMENDMENT
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4,
 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
 OGDEN CITY, WEBER COUNTY, UTAH
 NOVEMBER 2022



NOTE:
 ALL DIMENSIONS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
 ALL DIMENSIONS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.

<p>GARDNER ENGINEERING PROFESSIONAL ENGINEERS</p>	<p>S3 5</p>	<p>COUNTY RECORDER</p>
	<p>ENTRY NO. _____ FILED FOR AND RECORDED AT _____ IN BOOK _____ OF OFFICIAL RECORDS PAGE _____ RECORDED FOR _____ COUNTY RECORDER</p>	<p>DATE _____</p>

GRAND VIEW ACRES CONDOMINIUMS 1ST AMENDMENT
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4,
 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
 OGDEN CITY, WEBER COUNTY, UTAH
 NOVEMBER 2022

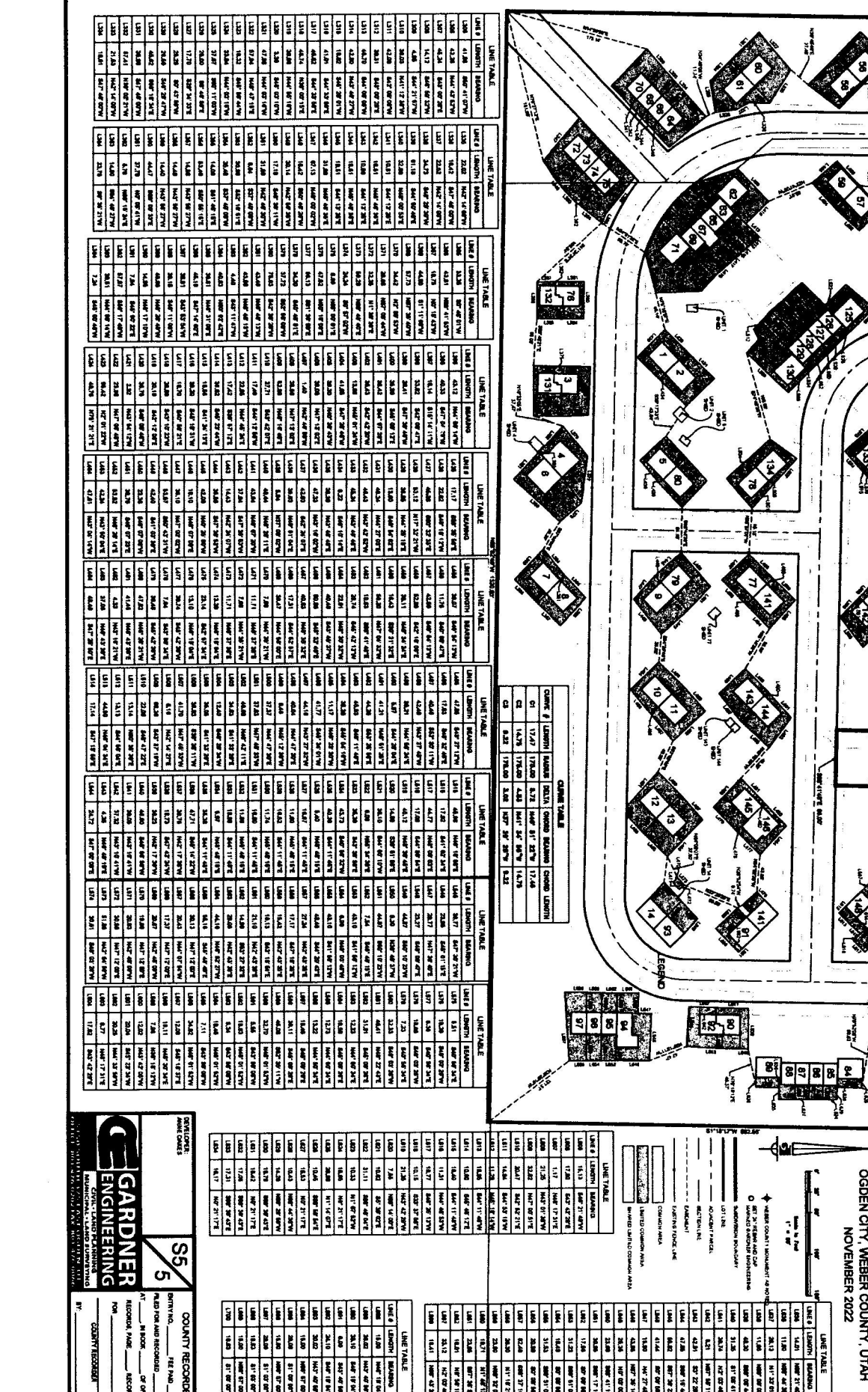


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118	236	254	272	290	308

GARDNER ENGINEERING
 PROFESSIONAL ENGINEERING
 1000 WEST 1000 SOUTH, SUITE 100
 OGDEN, UTAH 84403
 (435) 244-1111
 www.gardnereng.com

PLANNING AND DESIGN

5 COUNTY RECORDER
 ENTRY NO. _____ FILE NO. _____
 RECORDED ON AND RECORDED
 AT _____ OF OFFICIAL
 RECORD MADE _____ RECORDED
 FOR _____ COUNTY RECORDER
 BY _____



UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING
101	500' X 100'	106	500' X 100'	111	500' X 100'	116	500' X 100'	121	500' X 100'	126	500' X 100'
102	500' X 100'	107	500' X 100'	112	500' X 100'	117	500' X 100'	122	500' X 100'	127	500' X 100'
103	500' X 100'	108	500' X 100'	113	500' X 100'	118	500' X 100'	123	500' X 100'	128	500' X 100'
104	500' X 100'	109	500' X 100'	114	500' X 100'	119	500' X 100'	124	500' X 100'	129	500' X 100'
105	500' X 100'	110	500' X 100'	115	500' X 100'	120	500' X 100'	125	500' X 100'	130	500' X 100'

UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING	UNIT #	CONDO BOARDING
131	500' X 100'	136	500' X 100'	141	500' X 100'	146	500' X 100'
132	500' X 100'	137	500' X 100'	142	500' X 100'	147	500' X 100'
133	500' X 100'	138	500' X 100'	143	500' X 100'	148	500' X 100'
134	500' X 100'	139	500' X 100'	144	500' X 100'	149	500' X 100'
135	500' X 100'	140	500' X 100'	145	500' X 100'	150	500' X 100'

CONDO #	UNIT #	CONDO BOARDING	CONDO LENGTH
01	174/2	1740	52'
02	14/3	1740	52'
03	0/2	1740	52'

GRAND VIEW ACRES
CONDOMINIUMS 1ST
AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 4,
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
OGDEN CITY, WEBER COUNTY, UTAH
NOVEMBER 2022

UNITED STATES GOVERNMENT

GARDNER ENGINEERING

COUNTY RECORDER

RECORDED

BY

EXHIBIT "D"
Allocated Interest

Unit No.	% Interest of Undivided Interest in the Common Areas and Facilities
1	.667
2	.667
3	.667
4	.667
5	.667
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150	.667

EXHIBIT "E"
Unit Accessories

Unit Accessory List

Units 15, 17, 18, 19

<p>Unit 15- 3795 Quincy Ave- shed attached to main building, sprinkler system, flower garden</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture4</u></p> <p><u>Picture 5</u></p>
<p>Unit 17- 3805 Grandview Dr- extended first floor living area, part of this extensions is the attached shed for Unit 15</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 18- 3807 Grandview Dr.- extended first floor living area & standalone shed, deck with awning and solar panels out front</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture4</u></p> <p><u>Picture 5</u></p>
<p>Unit 19- 3809 Grandview Dr.- deck with slatted awning & standalone shed, flower garden area</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>

Units 16, 98

<p>Unit 16- 3804 Grandview Dr- shed attached to main building, deck with metal awning, vinyl fence</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 98- 3805 Quincy Ave- standalone deck and small cement pad behind unit, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>

Units 20, 27

<p>Unit 20- 3812 Grandview Dr.- two dividers (one in front of unit and one in the middle of the unit), deck with shingled awning, stand alone shed, sprinkler system, flower beds, concrete pad adjacent to front porch</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 27- 3824 Grandview Dr.- attached shed, small concrete patio, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 21, 22, 23,24, 24, 26

<p>Unit 21- 3813 Grandview Dr- Concrete on both sides of the front porch, Covered porch, covered patio, attached shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 22- 3815 Grandview Dr- concrete next to front porch, back of unit has a 6ft white vinyl fenced in concrete pad, standalone shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 23- 3817 Grandview Dr- back of unit has a shingle covered patio, standalone shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 24- 3819 Grandview Dr-back of unit has a shingle covered patio, front concrete pad, standalone shed, flower bed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 25- 3821 Grandview Dr.- deck on back of unit, shingled covered back porch, standalone shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 26- 3823 Grandview Dr.- shingle covered front patio with privacy lattice, attached shed on back side of unit, flower bed, 3 raised impact sprinklers that cover only the SW part of the lawn</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>

Units 28, 30

<p>Unit 28- 3827 Grandview Dr- front covered patio, attached shed, standalone shed,</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 30- 3829 Grandview Dr- attached shed and concrete pad on back side</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 29, 31

<p>Unit 29- 3828 Grandview Dr- ramp, fenced in concrete and grass, attached shed, sprinkler system, flower bed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 31- 3830 Grandview Dr.- small concrete pad on back side, standalone shed, garden beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 33, 35, 37, 39, 41, 43

<p>Unit 33- 3834 Grandview Dr- covered patio on back side of unit, sprinkler system</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 35- 3836 Grandview Dr- covered back patio, attached shed, white picket fence in back</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 37- 3838 Grandview Dr- enclosed back porch, attached storage area, garden box</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 39- 3840 Grandview Dr- shingle covered back porch, attached shed, wire fence</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 41- 3842 Grandview Dr-enclosed back porch, concrete patio, wood picket fence, wood divider, garden boxes</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 43- 3844 Grandview Dr- attached shed, metal awning covered patio, standalone shed, flower bed, sprinklers</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 32, 34, 36, 38, 40, 42

<p>Unit 32- 3833 Grandview Dr- 6ft white vinyl fence around concrete pad, attached shed, metal awning over back porch, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u> <u>Picture 5</u></p>
<p>Unit 34- 3835 Grandview Dr- wood deck in front of unit, vinyl fence from unit to property line, standalone shed, metal awning over back porch, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 36- 3837 Grandview Dr- wood fence encloses covered back patio, concrete pad adjacent to the fence, flower bed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 38- 3839 Grandview Dr- back of unit deck, standalone shed, pavers and garden area out front</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 40- 3841 Grandview Dr- back of unit concrete pad, standalone shed, electrical box in front of unit, 6ft wood fence runs from unit to property line, pavers and garden area out front</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 42- 3843 Grandview Dr- attached shed, standalone shed, paving stone patio, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 44, 46

<p>Unit 44- 3847 Grandview Dr- concrete that leads to attached shed, standalone shed, garden area and paving stone patio near standalone shed, brick/stone table, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 46- 3849 Grandview Dr- attached shed and concrete pad on back side of unit, flower beds, sprinkler system</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 45, 47

<p>Unit 45- 3848 Grandview Dr- concrete, standalone shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 47- 3850 Grandview Dr- enclosed porch or attached shed? , standalone shed, sprinkler system with 3 manually turned valves</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 48, 50

<p>Unit 48- 3853 Grandview Dr- black wood ramp, enclosed porch, covered patio, white divider</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 50- 3855 Grandview Dr- wood deck over concrete, standalone shed, concrete pad goes just beyond deck, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 49, 51

<p>Unit 49- 3854 Grandview Dr- concrete pad in front of unit, small concrete pad to the side of the unit, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u> <u>Picture 5</u></p>
<p>Unit 51- 3856 Grandview Dr- attached shed, metal awning covered patio, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 52, 54

<p>Unit 52- 3859 Grandview Dr- fenced in concrete pad, standalone shed, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 54- 3861 Grandview Dr- enclosed porch, attached shed, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 53, 55

<p>Unit 53- 3860 Grandview Dr- attached shed and covered patio, flower beds, shingle covered front porch</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 55- 3862 Grandview Dr- covered front porch, deck, stand alone shed, wood privacy divider, flower beds, sprinkler system</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>

Units 56, 58

<p>Unit 56- 3865 Grandview Dr- covered concrete patio and attached shed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 58- 3867 Grandview Dr- covered concrete patio enclosed by a wood/chain link fence, retaining wall, area with gravel for potential shed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p> <p><u>Picture 6</u></p> <p><u>Picture 7</u></p>

Units 57, 59

<p>Unit 57- 3866 Grandview Dr-wood deck porch, standalone shed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 59- 3868 Grandview Dr- paving stone walkway, metal porch awning, shingle covered concrete patio with 6ft vinyl privacy fence in front and partial side, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>

	<u>Picture 4</u>
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Unit 60, 61

<p>Unit 60- 3871 Grandview Dr- small concrete pad in front, standalone shed, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
<p>Unit 61- 3873 Grandview Dr- slatted awning with deck, white shed, flower garden area in front and to the side of unit, sprinkler system</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p> <p><u>Picture 6</u></p>

Units 62, 63, 65, 67, 69, 71

<p>Unit 62- 3874 Grandview Dr- covered concrete patio and attached shed, adjacent concrete patio to the covered patio, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 63- 3876 Grandview Dr- small concrete pad in front of unit, a few stepping stones leading to the crawl space</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 65- 3878 Grandview Dr- concrete pad in back of unit, garden boxes, standalone shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 67- 3880 Grandview Dr- extended first floor additional living space, concrete walkway out from backdoor, small concrete pad adjacent to front porch</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 69- 3882 Grandview Dr- covered concrete pad, small concrete pad adjacent to front porch</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 71- 3884 Grandview Dr- attached shed, standalone shed, concrete pad and enclosed grass area by a wood fence,</p>	<p><u>Picture 1</u> <u>Picture 2</u></p>

<p>flower beds, small covered porch near backside of unit, owner knows if two sprinkler heads one in the front and one in the back but they aren't sure if it's in working order</p>	<p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
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Units 64, 66, 68, 70

<p>Unit 64-3877 Grandview Dr- shingled covered patio, concrete pad enclosed by wood fence, attached shed, standalone shed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
<p>Unit 66- 3879 Grandview Dr- tan standalone shed, extended wall for a bathroom and added a sliding glass door, enclosed patio, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p> <p><u>Picture 6</u></p>
<p>Unit 68- 3881 Grandview Dr-attached shed and covered patio with wood fence, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 70- 3883 Grandview Dr- front porch wood deck, garden, standalone shed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

	<u>Picture 5</u>
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Units 75, 74, 73, 72

<p>Unit 75- 3891 Grandview Dr- covered front porch, concrete pad, attached shed, flower gardens, standalone shed</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 74- 3889 Grandview Dr- shingled, covered back porch, concrete pad, standalone shed, 6ft white vinyl fence enclosing a small concrete pad in front, flower beds, sprinkler system in front yard</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u></p>
<p>Unit 73- 3887 Grandview Dr- shingled covered back porch, wood fenced area with concrete pad and grass, flower bed,</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 72- 3885 Grandview Dr- small concrete pad in front and to the side of the unit, moveable small storage</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 76, 132

Unit 76- 3899 Grandview Dr- small concrete pad adjacent to the front door	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u> <u>Picture 5</u>
Unit 132- 903 Grandview Dr	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>

Units 1, 2

Unit 1- 902 Grandview Dr- white standalone shed, fenced in concrete pad, flower beds	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 2- 906 Grandview Dr- attached shed, standalone shed, covered front patio	<u>Picture 1</u> <u>Picture 2</u>

	<u>Picture 3</u> <u>Picture 4</u>
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Units 3, 131

Unit 3- 907 Grandview Dr- deck, attached shed	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 131- 909 Grandview Dr- concrete on both sides of front porch and covered concrete patio to the side of the unit, standalone shed with garage door	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>

Units 5, 80

Unit 5- 912 Grandview Dr- attached shed, small concrete area behind attached shed covered by small metal awning, vinyl privacy divider, standalone shed, garden box, flower beds, sprinkling system	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 80- 3909 Fowler Ave- standalone shed, covered deck, garden box	<u>Picture 1</u> <u>Picture 2</u>

	<p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
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Units 4, 6

<p>Unit 4- 911 Grandview Dr- extended first floor living addition, standalone shed, concrete pad adjacent to front porch with white vinyl fence, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 6- 915 Grandview Dr- metal awning covered front patio, standalone shed attached to a clothesline, concrete wraps around both sides of the unit, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 7, 8

<p>Unit 7- 925 Grandview Dr- wrap around shingle covered concrete patio, attached shed, standalone shed, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 8- 929 Grandview Dr- attached shed and shingle awning covering concrete pad</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p>

	<u>Picture 3</u> <u>Picture 4</u>
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Units 9,79

Unit 9- 930 Grandview Dr- attached shed, concrete adjacent to front porch, shingled awning covering a concrete pad, flower beds, sprinkler system	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 79- 3908 Grandview Dr- attached shed with small concrete pad behind, standalone shed, flower beds	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>

Units 10, 11

Unit 10- 946 Grandview Dr- attached shed, metal awning covered porch, concrete pad on back side of unit, stairs to enter basement	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 11- 950 Grandview Dr- attached	<u>Picture 1</u>

<p>shed, concrete pad adjacent to the front porch on both sides, shingled covered concrete patio</p>	<p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
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Units 12, 13

<p>Unit 12- 966 Grandview Dr- attached shed, shingled roof awning covering concrete pad, flower beds, sprinkler system</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 13- 970 Grandview Dr-standalone shed, paving stone and flower garden area, chain link fenced (dog kennel on back side)</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 14, 93

<p>Unit 14- 986 Grandview Dr- standalone shed, attached shed, shingled roof awning, covering concrete pad, cement stone garden box</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
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<p>Unit 93- 3917 Jackson Ave-attached shed, shingled roof awning covering concrete pad with a short white picket wood fence, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
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Units 94, 95, 96, 97

<p>Unit 94- 3924 Jackson Ave-standalone shed, enclosed porch, concrete pad adjacent to enclosed porch, concrete pad adjacent to front door porch with shingled awning, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 95- 3928 Jackson Ave- standalone shed, small enclosed porch on backside of unit, partial awning covered concrete pad on backside of unit, concrete pad next to standalone shed, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 96- 3930 Jackson Ave-shingled covered patio in back of unit, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 97- 3934 Jackson-attached shed, shingle roof covered concrete pad</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 90, 92

<p>Unit 90- 3910 Jackson Ave- attached shed with solar panels on roof, fenced in deck with concrete underneath, flower beds, pavers leading to fenced area</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 92- 3914 Jackson Ave-concrete on both sides of front porch and on backside of the unit, covered front porch, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 84, 85, 86, 87, 88, 89

<p>Unit 84- 3894 Jackson Ave- standalone shed on concrete on back side of unit, flower beds, sprinkler system</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
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Unit 85- 3896 Jackson Ave- shared shingled roof awning over concrete pad on backside of unit, flower bed	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u>
Unit 86- 3898 Jackson Ave- extended first floor living area, concrete pad next to extended living area, flower bed	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 87- 3902 Jackson- shared shingled covered concrete pad, attached shed, flower bed	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u>
Unit 88- 3904 Jackson Ave-shingled covered concrete pad in back of unit, flower bed	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u>
Unit 89- 3906 Jackson Ave- concrete pad to the side of the front porch and on backside of unit, standalone shed sits on concrete pad, flower bed	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>

Units 81, 82.

Unit 82- 3890 Jackson Ave-paving stone front patio with decorative wall, concrete pad on backside, standalone shed, flower beds	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
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Unit 81- 3888 Jackson Ave-	Picture 1 Picture 2 Picture 3 Picture 4
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Units 83, 150, 149, 146

Unit 83- 3891 Jackson Ave- shingled roof covered front porch, shingled covered concrete pad, fenced area, standalone shed	Picture 1 Picture 2 Picture 3 Picture 4
Unit 150- 992 39th- front paving stone patio, fenced in area on backside of unit, metal awning covered porch, attached shed, flower beds, garden area in back of unit	Picture 1 Picture 2 Picture 3 Picture 4 Picture 5
Unit 149- 990 39th- front concrete patio, shingle covered awning over concrete pad, extended concrete pad, flower beds	Picture 1 Picture 2 Picture 3
Unit 148- 986 39th- concrete pad adjacent to front porch, fenced in shingled covered concrete pad on the back side of unit	Picture 1 Picture 2 Picture 3

	Picture 4
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Unit 91, 147

<p>Unit 91- 3913 Jackson Ave- shingle covered front porch, fenced in concrete pad, standalone shed with stepping stones, flower beds</p>	<p>Picture 1</p> <p>Picture 2</p> <p>Picture 3</p> <p>Picture 4</p>
<p>Unit 147- 985 39th- metal awning covered concrete pad, flower beds</p>	<p>Picture 1</p> <p>Picture 2</p> <p>Picture 3</p> <p>Picture 4</p>

Units 145, 146

<p>Unit 145- 965 39th- attached shed, shingled covered concrete with green carpet, concrete pad adjacent to front porch</p>	<p>Picture 1</p> <p>Picture 2</p> <p>Picture 3</p> <p>Picture 4</p>
<p>Unit 146- 969 39th- extended first floor</p>	<p>Picture 1</p>

living area, standalone shed	Picture 2 Picture 3 Picture 4
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Units 143, 144

Unit 143- 945 39th- extended first floor, shingle roof covered concrete pad with iron railing and short cement retaining wall, standalone shed, garden boxes, flower beds, sprinkler system	Picture 1 Picture 2 Picture 3 Picture 4
Unit 144- 949 39th- shingled roof enclosed porch, standalone shed, paving stone patio adjacent to front door and privacy divider, flower bed	Picture 1 Picture 2 Picture 3 Picture 4

Units 77, 141

Unit 77- 3904 Fowler Ave- metal awning covered front porch and covered concrete patio, attached shed	Picture 1 Picture 2 Picture 3 Picture 4
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<p>Unit 141- 935 39th- concrete pad adjacent to front door and wraps around the side of the unit, standalone shed on concrete pad, sprinkler system</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
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Units 138, 139, 140, 142

<p>Unit 138- 926 39th- shingled covered front porch with concrete pad and lattice fence</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 139- 930 39th- shingle covered enclosed porch</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 140- 932 39th- shingled roof enclosed porch</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 142- 936 39th- metal awning covered porch, attached shed, enclosed porch</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 137,136, 135,133

<p>Unit 137- 914 39th- covered front concrete patio, enclosed porch,standalone shed, flower beds</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u> <u>Picture 5</u></p>
<p>Unit 136- 910 39th- enclosed back porch</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 135- 908 39th-attached shed, shingle covered concrete pad on back of unit with decorative rod iron</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>
<p>Unit 133- 904 39th- attached shed, shingled covered concrete pad</p>	<p><u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u></p>

Units 78, 134

<p>Unit 78- 3905 Fowler Ave- Concrete pad with walkway from front porch to</p>	<p><u>Picture 1</u></p>
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standalone shed	Picture 2 Picture 3 Picture 4
Unit 134- 905 39th- attached shed, two separate metal awnings that cover a concrete pad, stacked garden area in front	Picture 1 Picture 2 Picture 3 Picture 4

Units 130, 129, 128, 127, 126, 125

Unit 130- 3895 Quincy Ave- bricks adjacent to front porch, shingle covered concrete pad on back side of unit with bricks adjacent (4x5), attached shed, flower bed, sprinkler system	Picture 1 Picture 2 Picture 3 Picture 4
Unit 129- 3891 Quincy Ave- standalone tent canopy, enclosed back porch, flower bed	Picture 1 Picture 2 Picture 3 Picture 4
Unit 128- 3887 Quincy Ave-standalone shed, shingled covered concrete back patio with white short lattice fence	Picture 1 Picture 2 Picture 3 Picture 4
Unit 127- 3885 Quincy Ave- standalone shed, shingled covered concrete back patio with white short lattice fence	Picture 1 Picture 2

	<p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 126- 3881 Quincy Ave- back of unit shingle covered concrete pad, extended concrete pad on backside, 6ft wooden fence divider on both sides in back, standalone shed, chicken wire fence to fence back area off, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 125- 3877 Quincy Ave- attached shed, 6ft wood fence area with chain link gate, small deck on back side inside of fenced area, concrete area adjacent to front porch, flower beds</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>

Units 124, 122, 121, 119

<p>Unit 124- 3870 Quincy Ave- deck adjacent to front porch that wraps around the side of the unit, standalone shed, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 122- 3868 Quincy Ave- concrete pad on backside of unit, standalone shed, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 121- 3866 Quincy Ave- wood deck on backside of unit, standalone shed, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p>

	<p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
<p>Unit 119- 3864 Quincy Ave-concrete pad adjacent to front porch that leads to basement stairs, flower bed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 120, 123

<p>Unit 120- 3865 Quincy Ave- garden boxes, standalone shed, 6ft vinyl fenced in concrete pad</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p> <p><u>Picture 5</u></p>
<p>Unit 123- 3869 Quincy Ave- covered concrete porch that connects to covered concrete patio, extended concrete pad behind patio, patio area has a brick wall that wraps around, attached shed</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 118, 117

<p>Unit 118- 3859 Quincy Ave-metal awning covered concrete patio on side of unit with rod iron supports, extended concrete</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p>
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pad on all sides of the patio, standalone shed	Picture 3 Picture 4
Unit 117- 3855 Quincy Ave-shingle covered concrete patio, small rubbermaid shed	Picture 1 Picture 2 Picture 3 Picture 4

Units 115, 112

Unit 115- 3849 Quincy Ave- attached shed, shingled covered patio with rod iron railings, concrete pad adjacent to front porch and connects to concrete patio	Picture 1 Picture 2 Picture 3 Picture 4
Unit 112- 3845 Quincy Ave- two standalone sheds, paving stone patios on both sides of front porch, flower garden areas, sprinklers	Picture 1 Picture 2 Picture 3 Picture 4

Units 116, 114, 113, 111

Unit 116- 3852 Quincy Ave- 24 foot long	Picture 1
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wood deck on backside of unit, standalone shed, garden box, 6ft white vinyl privacy divider, flower garden areas	Picture 2 Picture 3 Picture 4-
Unit 114- 3848 Quincy Ave- shingle covered back porch with concrete adjacent to back porch, attached shed, flower bed	Picture 1 Picture 2 Picture 3
Unit 113- 3846 Quincy Ave-shingle covered patio on backside of unit	Picture 1 Picture 2 Picture 3
Unit 111- 3842 Quincy Ave-shingle covered concrete patio on side of unit, standalone shed on concrete pad	Picture 1 Picture 2 Picture 3 Picture 4

Units 108, 105, 104, 102

Unit 108- 3832 Quincy Ave- metal covered back patio with rod iron supports, metal front porch awning that wraps around to back awning and concrete	Picture 1 Picture 2 Picture 3 Picture 4
Unit 105- 3828 Quincy Ave-standalone shed, concrete pad adjacent to back porch, concrete pad with a white vinyl fence adjacent to front porch, flower beds	Picture 1 Picture 2 Picture 3 Picture 4

<p>Unit 104- 3826 Quincy Ave- enclosed concrete pad with a white vinyl fence adjacent to front porch, metal awning covered concrete pad in back that is fenced in by a 6ft white vinyl fence, standalone shed,</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 102- 3822 Quincy- standalone shed, concrete adjacent to front porch</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>

Units 110, 109, 107, 106, 103, 101

<p>Unit 110- 3839 Quincy Ave- attached shed, paving stone patio on backside of unit, shingled covered front porch, paving stone patio adjacent to front porch, flower bed, sprinkler system</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 109- 3835 Quincy Ave- attached shed, shingled covered back porch, removable metal garden fence, garden, screened in paving stone patio area</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p>
<p>Unit 107- 3831 Quincy Ave- standalone shed, shingled enclosed porch, concrete pad</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p> <p><u>Picture 3</u></p> <p><u>Picture 4</u></p>
<p>Unit 106- 3829 Quincy Ave- shingled covered back porch, garden box</p>	<p><u>Picture 1</u></p> <p><u>Picture 2</u></p>

	<u>Picture 3</u>
Unit 103- 3825 Quincy Ave- shingled covered back porch, standalone shed, short wood/lattice fence, garden area	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u>
Unit 101- 3821 Quincy Ave- concrete pad, attached shed, flower garden	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>

Units 100, 99

Unit 100- 3815 Quincy Ave- attached shed, concrete pad, wood deck, wood fence	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>
Unit 99- 3811 Quincy Ave- attached shed, concrete pad, flower garden	<u>Picture 1</u> <u>Picture 2</u> <u>Picture 3</u> <u>Picture 4</u>