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E# 3348552 PG 1 OF 7  
Leann H. Kiltz, WEBER COUNTY RECORDER  
21-Nov-24 0150 PM FEE \$86.00 DEP LC  
REC FOR: PROSPECT TITLE INSURANCE  
ELECTRONICALLY RECORDED

**2024 AMENDMENT  
TO THE  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
EASTGROVE CONDOMINIUM**

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This 2024 Amendment to the Declaration of Covenants, Conditions & Restrictions and Reservations of Easements for Eastgrove Condominium (“Amendment”) is made and approved by the unit owners of Eastgrove Condominium on the date shown below after being voted on and approved by the unit owners in accordance with the Governing Documents (as defined below) of Eastgrove Condominium (“Eastgrove”).

**RECITALS**

WHEREAS, Eastgrove Condominium was created by the “Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Eastgrove Condominium” (“Enabling Declaration”), recorded in the records of Weber County, Utah, on February 23, 1979, in Book 1288, beginning on page 327 as entry # 757991; and

WHEREAS, the Enabling Declaration was amended by the Notice of Additional Territory and Amendment of Declaration of Eastgrove Condominium, recorded in the records of Weber County, Utah, on November 2, 1983, in Book 1435, beginning on page 342 as entry # 894202; and

WHEREAS, the Enabling Declaration was amended by the Declaration of Covenants, and Restrictions and Reservations of Easements for Eastgrove Condominium, recorded in the records of Weber County, Utah, on September 3, 1991, in Book 1607, beginning on page 331 as entry # 1150951; and

WHEREAS, the Enabling Declaration was amended by the Declaration of Covenants, and Restrictions and Reservations of Easement for Eastgrove Condominium, recorded in the records of Weber County, Utah, on June 17, 1992, in Book 1629, beginning on page 2728 as entry # 1182311; and

WHEREAS, the Enabling Declaration was amended by the Declaration of Covenants, and Restrictions and Reservations of Easement for Eastgrove Condominium, recorded in the records of Weber County, Utah, on December 1, 1993, in Book 1692, beginning on page 151 as entry # 1260680 (the “1993 Amendment”); and

WHEREAS, the Enabling Declaration was amended by an Amendment to Declaration for Eastgrove Condominium, recorded in the records of Weber County, Utah on November 3, 2008, as entry # 2373281; and

WHEREAS, the Enabling Declaration was amended by an Amendment to the Covenants, Conditions & Restrictions of Eastgrove Condominium, recorded in the records of Weber County, Utah on March 23, 2015, as entry # 2727209; and

WHEREAS, it is the desire of the unit owners within Eastgrove to amend the Governing Documents to make them compliant with the insurance requirements contained in Utah Code §57-8-43.

NOW THEREFORE, the unit owners of Eastgrove Condominium hereby amend the Governing Documents recorded against the real property located in Weber County, Utah, known as Eastgrove Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amendment and the Governing Documents, this Amendment shall control.

This Amendment shall become effective upon recording and shall be controlling in the event of a conflict between this Amendment and any provision in the Enabling Declaration or any amendment thereto. Unless defined in this Amendment, the capitalized terms used herein shall have the same meaning as defined in the Enabling Declaration. The Eastgrove Condominium Governing Documents are hereby amended as follows:

## AMENDMENT

### ARTICLE I INSURANCE

1.1 **Insurance and Bond.** The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverages:

- a. **Fire and Casualty Insurance.** A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project as set forth in the Utah Condominium Ownership Act. Such policy or policies shall name as insured the Association, as trustee for the Owners, and all persons holding an interest in the Project or any of the Units, as their interests may appear. Each policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each mortgagee which from time to time shall give notice to the Association of such mortgage. Each policy also shall provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each mortgagee who has requested such notice in writing. The Association shall, upon request, furnish to each Owner a certificate of coverage.

- b. **Fidelity Insurance or Bond.** Appropriate fidelity insurance or a bond to protect against dishonesty of members of the Management Committee and any person or entity handling funds of the Management Committee, including, but not limited to, employees of the professional managers, the minimum amount of such coverage to be as required by the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.
- c. **Public Liability and Property Damage Insurance.** A policy or policies insuring the Association, the Manager, and each Owner against any liability incident to the ownership, operation, maintenance, or other use of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or guests of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$300,000.00 for any person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement to which the rights of the named insureds as between themselves are not prejudiced. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until after ten (10) days written notice to each and all of the insureds.
- d. **Workmen's Compensation Insurance.** The Association shall obtain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.
- e. **Additional Insurance Provisions.** The following additional provisions shall apply with respect to insurance:
  - i. In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature and use. The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Restated Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.
  - ii. The Association shall have the authority to adjust losses.
  - iii. In no event shall the insurance coverage secured and maintained by the Association be brought into contribution with insurance held by individual Unit Owners or their mortgagees.

- iv. Each policy of insurance obtained by the Association shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Management Committee members, the Manager, the Unit Owners, and their respective servants, agents, and guests that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Association or of the Manager without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Unit Owners.
- v. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review shall include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.
- vi. Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, and the Utah Condominium Ownership Act.

1.2 **HO-6 Policy.** As more fully described in § 57-8-43 of the Utah Code, a Unit Owner who owns a Unit that has suffered damage as part of a loss covered by the Association's property insurance policy is responsible for an amount calculated by applying the Unit damage percentage for that Unit to the amount of the deductible under Association's insurance policy. For that reason, each Unit Owner is required to obtain his or her own insurance policy in the form of an HO-6 policy. An HO-6 Policy insures a Unit Owner against the costs associated with paying all or a portion of the Association's deductible.

1.3 **Revocation and Replacement.** Article IX of the Enabling Declaration and the entire 1991 Amendment are hereby revoked and shall no longer be binding on the Association or its members. If there is any conflict between this Amendment and the Enabling Declaration or any amendment thereto, this Amendment shall control.

1.4 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

### CERTIFICATION

It is hereby certified that this Amendment has been consented to and approved by Unit Owners representing sixty-seven percent or more of the undivided interests in the condominium

common areas and facilities. It is further certified that this Amendment has been properly adopted according to the requirements of the Eastgrove Governing Documents and applicable Utah law.

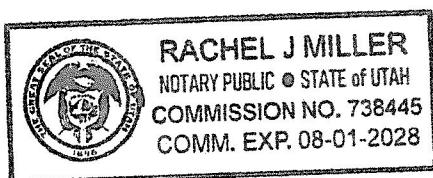
IN WITNESS WHEREOF, this 21<sup>st</sup> day of November, 2024.

Eastgrove Condominium Homeowners Association, Inc.

By *Rachel Miller*  
President

STATE OF UTAH )  
:ss.  
COUNTY OF WEBER )

On this 21<sup>st</sup> day of November, 2024, personally appeared before me, RACHEL J. MILLER, who, being by me duly sworn, did say that he is President of the Eastgrove Condominium Homeowners Association, Inc. and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and he duly acknowledged to me he executed the same.



*Rachel J. Miller*  
Notary Public

**EXHIBIT "A"****Legal Description of Units**

The following units in the buildings indicated, in Eastgrove Condominium, Ogden City, Weber County, Utah.

<b>Building</b>	<b>Units</b>	<b>Parcel and Tax I.D. Numbers</b>
A	1 through 3	13-158-0001 through 13-158-0003
B	4 through 7	13-158-0004 through 13-158-0007
C	8 through 9	13-158-0008 through 13-158-0009
D	10 through 12	13-158-0010 through 13-158-0012
E	13 through 15	13-158-0013 through 13-158-0015
F	16 through 17	13-158-0016 through 13-158-0017
G	18 through 21	13-164-0001 through 13-164-0004
H	26 through 29	13-163-0001 through 13-163-0004
I	22 through 25	13-168-0001 through 13-168-0004
J	34 through 35	13-177-0001 through 13-177-0002
K	36 through 37	13-177-0003 through 13-177-0004
L	38 through 39	13-180-0001 through 13-180-0002
M	40 through 41	13-180-0003 through 13-180-0004
N	32 through 33	13-183-0001 through 13-183-0002

BT

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