

APRIL 3, 2018 (REVISED)

Grand View

Acres

**Rules
& Regulations**

Grandview Acres

To all owners and residents in Grandview Acres:

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

The Management committee, as our elected managers, is charged with the responsibility of enforcing our declarations of covenants, conditions and restrictions as well as the rules contained herein. They are vested with the authority to assess a fine and to take civil action when negotiation fails to solve the problem of a repeated violator. **All proven violations will receive a fine of \$50.00 per incident. If fines are not paid within 30 days owners accounts will be sent to collections and could be subject to a lien on their unit. If the lien is not paid after 6 months the Association could eventually evict the owner.**

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

Whenever a unit is vacated, it is the responsibility of the resident or owner leaving to give his book to the Management Committee so that the Committee can be sure that the new owner or resident receives it.

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

Rule No. 1 – General Rules

Rule No. 2 – Maintenance, Fees and Responsibilities

Rule No. 3 – Parking and Traffic

Rule No. 4 – Satellite Systems

Rule No. 5 – Policies for Recreation Hall Use

Rule No. 6 – Pet Rules

Rule No. 7 – New Construction

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

Rule No. 1 – General Rules

1. Protection of property:

- (a) The walkways in front of the units and the roadways, including behind units, shall not be obstructed in any way that will prevent their regular use.
- (b) Bathrooms and other water appliances in the units shall be used only for the purposes for which they were constructed. No sweepings, rubbish, rags, paper, ashes, or any other article (other than biodegradable toilet paper) shall be put in toilets. Any general damage resulting from misuse of any appliances shall be paid for by the residents in whose unit the damage originated.
- (c) All damage to units or common area structures caused by moving or carrying articles in or out of a unit or common area shall be paid by the resident responsible for the damage.
- (d) Containers containing flammable liquids such as gasoline kerosene naphtha or benzine, or other explosives or articles deemed extra hazardous to life, shall not be brought into or stored in Grandview Acres. Barbequer's should be at least 10ft away from the unit.
- (e) No resident shall do any painting of the exterior of the units, patios, fences, or other structures without written permission of the Management.
- (f) Assigned yard areas will be watered by the owner. Trees, flowers, and shrubs may be planted in your assigned area. The owner planting such area assumes the responsibility, including the removal of dead flowers and plants at the end of the growing season. Other areas and trees are to be planted only with permission of the Management Committee. Shrubs and or trees will not be removed without permission from the Management Committee.
- (g) All residents must keep the interior of the patios, storage sheds, clean and free from obstructions. Sweepings and debris shall not be left in the streets. Management assumes no liability for loss of damage to property left in the patios, storage shed, or any common areas. Parking areas are not to be used for mechanical hobbies or other activities on a continuing basis. **Failure to comply to the provisions of this rule will result in a fine imposed by the management committee.**

2. Owners and tenants Special Responsibilities:

- (a) Except for Christmas lights and flags, the exterior of a unit shall not be decorated by any resident in any way without the approval of management.
- (b) No article shall be hung on the outside of a unit from the doors or windows.
- (c) Bicycles, scooters, baby carriages or similar vehicles or toys shall not be allowed to stand in any of the common areas (except limited common patios).
- (d) Between 10p.m. and 8a.m. all noise will be held to an absolute minimum. No noise or disturbance at any time will be made which will annoy or disturb people in other units. Radios, stereos, TV and other musical instruments will be kept at a sound level that cannot be heard in other units. Automobile engines are not to be run in the parking areas for long periods of time.
- (e) Each resident will be expected to keep his/her unit in a good state of maintenance preservation and cleanliness. **Failure to comply with the provisions of this rule will result in a fine imposed by the management committee**

- (f) Shades, awnings, window guards, ventilators, and other devices shall be used so as to show on the outside of a unit only with the written approval of Management.
- (g) Signs, notices, or advertisements shall be attached to the inside door or in a window only with the approval of Management (This includes Real Estate signs and political signs. (Real Estate signs are not allowed on the lawn).
- (h) Satellites shall not be attached to or hung from the exterior of the units or other building without prior written consent of the Management Committee Owners shall be responsible for the actions of their children, tenants, and guests. Any damage caused by the children, tenants, or guests of a resident shall be repaired at the cost of the resident. **Under no circumstances can anyone live in an owners shed or a tent. If you put up a tent it has to be taken down after 24 hours.**
- (j) The installation of smoke detector, and fire extinguishers should be installed and maintained on a continuing basis.

Failure to comply with the provisions of this rule will result in a fine imposed by the management committee.

3. Access to Units:

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

4. Complaints

Complaints regarding the management of the condominium complex, suggestions, needed repairs or items of concern should be submitted in written form, dated and placed in the mail slot or located at the office or emailed to grandviewacres@gmail.com.. Written requests are required for any of the above as this will enable your Management Committee to take formal action. This process will also be used to compile a recorded file, which can attest to all action taken. The above should allow the Office Manager to give attention to all requests. However, if any request has not been satisfied within 45 days or longer, a second dated request should be submitted and marked "Second Request". Emergency request (life-threatening etc.) damage or possible damage to common areas or unit owner's residence should be made immediately to the Management Committee.

5. Soliciting

- (a) Persons not desiring soliciting may place a sign on the front door indicating "No Solicitors." Any soliciting after dark or that creates a disturbance will be reported to the Management Committee.

6. Sunbathing, etc.

Any traffic such as playing or sunbathing on any buildings, roofs, or additions is prohibited.

7. **Limitations on Use of Units**

(a) Unit occupancy is restricted to a single family. Renting any portion of a unit as a dwelling is prohibited. No renting is allowed without express written permission from the Management Committee. (as explained in the Declaration.)

(b) Home businesses within Grandview Acres are prohibited.

(c) No unit owner or the unit owners guest or invitees may smoke in a unit at any time.

Failure to comply with the provisions of this rule will result in a fine imposed by the management committee.

8. Sale of Unit

(a) When a unit is sold the owner needs to let the Management Committee know in writing.

(b) It is incumbent upon the unit owner to advise the realtor, broker or new owner of any outstanding special assessments and/or back maintenance fees.

Rule No. 2 – Maintenance, Fees and Responsibilities:

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

Maintenance fees and special assessments should be made by check, money order or credit card payable to Grandview Acres and brought into the office or deposited in the front door slot at the office. No cash payments. You can call and make a payment over the phone with e-check or credit card. No cash.

Association fees are considered late on the last day of the month. A \$20.00 late fee will be assessed on the first of the following month. Once the account reaches \$300.00 it will be sent to a collection agency. Unless you have made arrangements with the Management Committee or Cheryl. The Collection agency will charge 25% of amount due plus interest depending on the length of time it takes to pay off. The owner is responsible for all added charges by the Collection agency and all attorney's fees owed to either Collection agency or Grandview Acres Condominium Association. There will be a \$25.00 fee charged for a returned check.

Rule No. 2 – Maintenance, Fees and Responsibilities: (cont'd)

- (b) Maintenance of all common property to include:
1. Common lawns, and Pineview water. (excluding individual owners sprinkling systems).
 2. Recreation Hall
 3. Electricity requirements for Recreation Hall. Electrical wires, components up to and including your breaker box inside your unit.
 4. All sewer lines.
 5. Water lines from the street to the building. (Owners are responsible for all water lines as soon as they enter the building.)
 6. Maintenance of the outside of any additions, includes siding and Roofing.

(c) Building Maintenance:

(d) Snow removal includes plowing the parking areas and behind stalls and owners sidewalks.

(e) Insurance: Fire insurance with extended coverage endorsements and public liability insurance as required by the Declaration of Covenants. Personal items and personal property are excluded.

(a) The owners are responsible for maintenance of:

1. All appliances such as dishwasher, garbage disposal, range, refrigerator, furnace, exhaust fans, air conditioners, water, heater, and gas broiler.
2. All water lines as soon as they enter the building or unit. Plumbing fixtures: i.e.; sinks, basins, and toilets.
3. Electrical system from the breaker panel to all outlets including switches and lights fixtures.
4. All interior paint
5. Carpets, linoleum, wood floors
6. Cabinets, vanities, etc.
7. Doors, hinges and frames
8. Windows and window frames, sliding glass doors and screens.
9. Additions and basements. The owners are responsible for everything related including maintenance to their additions except the roofs and the siding. Limited common areas (refer to plat map) are the responsibility of the owner.

Failure to comply with the provisions of this rule will result in a fine imposed by the management committee.

10. Owners private sprinkling systems.

(b) Cleanliness and maintenance of patios, and assigned yard areas. **Failure to comply with the provisions of this rule will result in a fine imposed by the management committee.**

(c) Insurance coverage for personal items, furniture, and liability coverage for guests while inside the owners unit. Extra condo insurance needs to be taken out on the additions and basements. The owner must have a HO6 policy with \$10,000.00 worth of coverage A. **Failure to comply with the provision of this rule will result in a fine imposed by the management committee**

(d) The maintenance fees cover only Chinese Elms, Big Sycamores, and Maple trees that were originally planted during the original development or as part of the management improvement projects. The Management committee will only trim them when it is absolutely necessary or if there is danger to owners or guests of trees falling down and causing damage to person or buildings. The cost of removal or change of trees planted by owners past or present are the responsibility of the owner. You will need approval through the Manager or Management committee before you have any work done on any trees. If proper maintenance is not done the Management Committee will have a licensed contractor perform the work and charge the costs to the owner.

3. Audit

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

Rule No. 3 – Traffic and Parking (Regulated by Ogden City)

This regulation is adopted after careful consideration and in the spirit of the desire to maintain the safety and tranquility of all residents. Only by immediate and strict compliance can this be accomplished.

1. Traffic Control

- (a) Off Road Vehicles or Motorcycles: No off road vehicles or motorcycles shall be operated within the boundaries of Grandview Acres by (1) any person who is not a licensed operator; (2) any person for any purpose other than entering or leaving Grandview Acres by the most direct route.
- (b) Speed Limit: The speed limit within the boundaries of Grandview Acres is 20 miles per hour. Because of the congested areas around the narrow streets and intersections, a lower speed should be maintained. Drivers are to remain alert for children at play and for older persons.
- (c) Skate Boards/Off Road Vehicles: Skate boards and off road vehicles shall not be operated within the boundaries of Grandview Acres.

Rule No. 3 – Continued

2. General Parking

- (a) Residents are assigned one parking stall with the purchase of their unit. Additional parking stalls will be assigned by the management committee. Residents shall park in their designated parking places. Visitor parking is to be used on a first-

come-first serve basis; Visitor parking is not assigned to any specific building. Visitor parking is not to be used as permanent assigned parking for any residents. Cars of residents not in constant use will not be stored in the guest parking areas. A neighbor's parking stall is not to be used without permission. Unregistered vehicles without a current registration or vehicles that are not in running use cannot be parked in the regular parking areas
Failure to comply to the provisions of this rule will result in a fine imposed by the management committee.

These vehicles may be subject to being towed away at the owner's expense.

- (b) Campers, motor homes, boats, and other recreational vehicles must be parked in the RV parking area. There is a \$50.00 yearly charge.
- (c) No mechanical work can be done in your parking stalls. Owners must make other arrangements for repairing their vehicles. Arrangements can be made with management to use a part of the RV parking lots for vehicle repair.
- (d) Residents are responsible for informing their guests of the area in which to park.

3. GuestParking

- (a) The guest parking areas are located in the big parking lot by the office. Visitor or guest parking never takes priority over owners.
- (b) Campers, trailers, motor homes and other recreational vehicles belonging to guests may be parked overnight in a guest parking area with special permission by management. Additional parking time may be approved by the Management Committee. In the event such a vehicle is occupied, noise is to be held to a minimum, and auxiliary power units are not to be operated between the hours of 8 p.m. and 8 a.m. Other Recreational vehicles can be stored in our parking for \$50.00 a year. This is on an as available basis. Contact the Manager for availability. These vehicles should be kept in good repair and should be registered with the state and county.

4. NoParkingAreas

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

RuleNo.4–TelevisionAntennaSystems

General Each building in Grandview Acres has a single antenna to service all units. the association is responsible for maintaining antennas.

TVSystemUseandoutsidewiring

- (a) Unit owners may contract individual cable TV service and any other services provided that:

- 1) Installation is approved by the Management Committee.
- 2) The owners pay all charges.
- 3) All building wiring required must be completed in a manner that does not change the appearance of the building. Completed installation is subject to approval by the Management Committee.

RuleNo.5–PoliciesforRecreationHallUse

- (a) Grandview Acres Recreation Hall was built for use by the owners as a common meeting place and for personal family type parties and gatherings, planned Grandview Acres socials, and for the Management Committee and other business meetings. **The owner must be present at all gatherings.**
- (b) HoursandUse: 10a.m. To 10p.m. Late evening and early morning activities should not be promoted there. Exceptions to this rule require committee approval.
- (c) Flexibility: The legally secured privacy and comfort of nearby residents must take precedent in decisions concerning suitable use for the RecHall. Beyond this concern, the formation of policies shall remain responsive to the will of the residents, so long as all Recreation Hall facility is used with proper care to avoid damage and disorder.
- (d) Control: Any function that should become irresponsible because of noise, damage to property, or illegal activities may be terminated upon investigation by any two members of the Management Committee. At no time will persons less than 21 years of age be allowed to use the RecHall without a minimum of two adult owners being present at all times.

RuleNo.5–ReservationsforRecreationHall

- (a) Facilities: Kitchen facility is intended for preserving and serving food and drink generally prepared elsewhere. Households reserving the facilities for special occasions must furnish their own dishes and utensils.
- (b) Parking: Because of the limited parking facilities, the number of non-resident guests should be carefully limited. The household reserving the RecHall is responsible for directing non-resident guests to the proper parking areas and for keeping parking stalls clear and for keeping all areas free of double parking.
- (c) ReservationsandFees: Reservations will be made with the office. The following schedule of fees are as follows:

Usefeesmaybewaivedatthediscretionofthemanagementcommittee. Checks shouldbemadepayabletoGrandviewAcres. Ifcleaningorrepairsarerequired aftera particularreservation,thesponsoringhouseholdwillbeassessedthe charges.

RemovalofProperty: Recreation Hall property, such as dishes, utensils, flatware, chairs, and tables, may NOT be taken from the RecHall without written

permission from the Management Committee. Any items that are removed with the Management Committee's permission must be checked out, and checked in when returned. All property donated for use in the Recreation Hall becomes the property of the Condominium project and is not returnable to the donor at a later date.

Rule No. 6. – Pet Rules

1. **Permission to keep Pets**

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

2. Entrance of Rules

(a) It is the responsibility of each seller of a unit to (1) inform the Manager of his intention to sell (2) inform the purchaser of the necessity of his complying with the pet rules adopted by the Management Committee. The Management Committee will give a new occupant a copy of such rules.

(b) Each pet owner now living in Grandview Acres will comply with the following entrance rules within twenty days from date of receipt of these rules or upon obtaining a pet. All future owners will agree to comply with them before moving into Grandview Acres and will fully comply with them by the date they move in.

- 1) No occupant shall bring into Grandview Acres or keep more than two pets at a time.
- 2) 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.

3. Continuing Rules

(a) All pet owners in Grandview Acres are under continuing obligation to comply with the following rules:

- 1) Each pet owner will keep his pets registered at all times as required by Ogden City authorities.
- 2) 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.

- 3) No pet shall be allowed outside the occupant's unit unless they are being aired. They can only be aired on the occupants assigned yard

area. They can be kept in a small kennel behind you unit. The kennel must be hidden from view and kept free of odors and feces. The member should submit prior permission from the Management Committee or Manager for placement of the kennel. Noisy pets must be silenced. Pets must be carried or kept on a leash by the occupant or his authorized representative. This rule applies whether the pet is inside or outside of Grandview Acres property. Pets found running loose will be turned over to the city pound. (No dogs runs are allowed).

- 4) The RecHall and area around it are strictly off limits to all pets under all conditions with no exceptions.
- 5) Each pet owner will at all times be prepared to and will pick up any droppings of his pet and dispose of them in his own unit. This rule applies not only on Grandview Acres property, but also any property outside and adjacent to Grandview Acres.
- 6) 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.

4. Establishing Violations

Anyone wishing to report a violation of the above rules will get another person to observe the violation and to identify the animal or take a picture so that the violation and the identity of the animal can be proven by two witnesses. All reports of violators of these rules will be given to the Management Committee. The Committee will hold a hearing at which time the person or persons calling attention to the violation and the pet owner will be given an opportunity to be heard. In the event of an emergency, the available member or members of the Management Committee will be authorized to act. Failure to comply to the provisions of this rule will result in a fine imposed by the management committee.

5. Penalties

- (a) When and if it is established that a pet or its owner has violated one or more of the above rules, a penalty or fine will be assessed by the Management Committee as follows:
 - 1) If a new occupant fails to comply with the rules.
 - 2) Barking or other noise by a pet which disturbs other owners, if not stopped after warning by the Management Committee, will require that the pet be removed permanently from Grandview Acres.
 - 3) Other violations, not involving personal injury or property damage.

- 4) If a pet damages or destroys condominium property or unit owner's property, the pet owner not only can be fined, but will be required to repair the damaged property or replace the property destroyed to the satisfaction of management.
- 5) If a pet bites or otherwise injures anyone in Grandview Acres, the owner can be fined AND will be liable for all medical, hospital, and other costs and will be required to remove the pet permanently from Grandview Acres.

Rule No 7 – New Constructions

1. General

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

In all cases, prior to start of construction, written approval must be obtained from the office manager. The written request will include detailed drawings and a full description of electrical changes and/or additions. Evidence of a building permit, in accordance with the City of Ogden Building Codes, will be shown and the name of the contractor(s) provided. The City of Ogden Building Codes are considered to be the minimum requirements. They will not supersede any requirement established by this rule.

Any deviation from the original request is prohibited without prior approval of the Management Committee. New construction is subject to inspection by the Management Committee at any time, and upon completion, a copy of Final Inspection will be furnished to the Management Committee.

Failure to comply with the provisions of this rule will result in a fine imposed by the management committee.

2. Inside the perimeter walls

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

3. OutsideFrontandRear

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

- (a) Window shades or awnings of type and color that match the décor of the building.
- (b) Carpet on the front porch and steps.
- (c) Canopy or roof over the back porch that will conform to the general style of the building.
- (d) Patio Carpeting.
- (e) Planters built in the patios.
- (f) Dividers (they must be constructed, maintained and painted with written approval of the Management Committee. No fenced in yards are allowed. No fences are allowed in the front of Grandview's property that parallels with the street or anywhere in the front of assigned areas.

4. FireplacesandStoves

- (a) Natural gas fired fireplaces and stoves may be installed, after written approval by the Management Committee, under the following conditions:
 - 1) Gas fireplaces and heating stoves will be installed in accordance with the City of Ogden Building Codes and will not be lighted until inspected and approved by Fuel inspectors.
 - 2) A triple walled minimum 8-inch vent pipe fitted with an anti-down draft cap is required. Attaching such an appliance to the existing furnace vent pipe is prohibited.
 - 3) Any vent pipe exiting the front slope of the roof will be painted to match the roof. Any such pipe that must extend more than 48 inches above the point of exit will be framed in for support. The framing will match the color and design of the building.
 - 4) Any problem resulting from the installation and/or use of a solid fuel fireplace or heating stove will be the responsibility of the unit owner.