



ENT 55833:2017 PG 1 of 48
JEFFERY SMITH
UTAH COUNTY RECORDER
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After Recording Return to:
Grandview Farm Condominium, Inc.
1756 Cobblestone Drive
Provo, Utah 84604

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For
Grandview Farm Condominium
Provo, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") FOR THE PROPERTY KNOWN AS GRANDVIEW FARM CONDOMINIUM (the "Property") is hereby adopted by GRANDVIEW FARM CONDOMINIUM, INC. (the "Association"), for and on behalf of its Members, and made effective as of the date recorded in the Utah County Recorder's Office.

RECITALS:

- (A) This Declaration affects and concerns the real property located in Utah County, Utah and more particularly described in **Exhibit "A,"** attached hereto, and incorporated herein by this reference.
- (B) On or about January 4, 1982, a Plat Map depicting Grandview Farm Condominium was recorded in the Utah County Recorder's Office, as Entry No. 1982-71.
- (C) On or about January 4, 1982, a Declaration of Condominium of Grandview Farm Condominium Phase I ("Enabling Declaration") was recorded in the Utah County Recorder's Office, as Entry No. 72:1982.
- (D) On or about September 7, 1982, an Amended Declaration of Condominium of Grandview Farm Condominium Phase I ("Amended Declaration") was recorded in the Utah County Recorder's Office, as Entry No. 22119:1982.
- (E) On or about November 3, 1982, By-Laws of Grandview Farm Condominium were recorded in the Utah County Recorder's Office, as Entry No. 27466:1982.
- (F) On or about October 15, 1986, an Amendment to the Declaration of Condominium of Grandview Condominium Phase I ("Amendment – Phase 1") was recorded in the Utah County Recorder's Office, as Entry No. 35065:1986.
- (G) On or about October 15, 1986, a Plat Map depicting Phase II Grandview Farm Condominium was recorded in the Utah County Recorder's Office, as Entry No. 1986-35067.
- (H) On or about October 15, 1986, an Amendment to the Declaration of Condominium for Grandview Farm Condominium Phase 2 ("Amendment – Phase 2") was recorded in the Utah County Recorder's Office, as Entry No. 35068:1986.
- (I) On or about November 8, 1989, a Plat Map depicting Phase III Grandview Farm Condominium was recorded in the Utah County Recorder's Office, as Entry No. 1989-34002.
- (J) On or about November 8, 1989, an Amendment to the Declaration of Condominium for Grandview Farm Condominium Phase 3 (An addition to Phase I and 2) ("Amendment – Phase 3) was recorded in the Utah County Recorder's Office, as Entry No. 34003:1989.
- (K) On or about January 27, 1993, a Plat Map depicting Phase IV Grandview Farm Condominium was recorded in the Utah County Recorder's Office, as Entry No. 1993-4614.
- (L) On or about January 27, 1993, an Amendment to Declaration of Condominium of Grandview Condominium Phase 4 (An addition to Phases 1, 2 and 3) ("Amendment – Phase 4") was recorded in the Utah County Recorder's Office, as Entry No. 4615:1993.
- (M) On or about April 15, 1996, an Amendment to the Amended Declaration of Condominium of Grandview Farm

Condominium Phase I (“Amendment to Amended Phase 1”) was recorded in the Utah County Recorder’s Office, as Entry No. 30989:1996.

(N) On or about April 15, 1996, Amendments to the By-Laws of Grandview Farm Condominium (“Amendment to Bylaws”) was recorded in the Utah County Recorder’s Office as Entry No. 30990:1996.

(O) On or about February 26, 2015, an Amendment to the Amended Declaration of Condominium of Grandview Farm Condominium Phase I was recorded in the Utah County Recorder’s Office as Entry No. 15273:2015.

(P) The Association and its Members, consistent with the Enabling Declaration and subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby 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.

(Q) 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 Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s) or as described in this Declaration. Plat Maps for the Property are attached hereto as **Exhibit B**.

(R) 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 Grandview Farm Condominium (“Articles”) with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

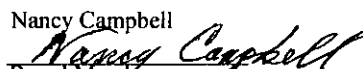
(S) The Association and its Members desire that the Board amend the Bylaws for the Association which were recorded on November 3, 1982 in Utah County Recorder’s Office as Entry No. 27466:1982 and later amended on April 15, 1996 as Entry No. 30990:1996, and hereby authorize and approve the recording of the Amended & Restated Bylaws of Grandview Farm Condominium, a copy of which is attached hereto as **Exhibit C** (“Bylaws”), which shall be recorded in the Utah Recorder’s Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit C**. These Bylaws hereby replace and supersede 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.

(T) Owners of record, holding not less than sixty-seven percent (67%) of the total undivided interest in the Common Areas, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

M. Steven Andersen and Nancy Campbell, of the Board, hereby certify that the requisite number of votes was obtained accepting and approving of the recording of this Declaration, Bylaws and filing of the Articles.

M. Steven Andersen

 Board Member

Nancy Campbell

 Board Member

(U) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Ownership 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.

(V) 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

its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

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

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 Condominium Ownership Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*
- (b) "Allocated Interest" shall mean the undivided interest of an Owner (expressed as a percentage in **Exhibit "D"** to this Declaration) in the Common Areas and facilities and for the purpose of voting in the Association.
- (c) "Assessment" shall not mean monthly dues, fines or interest charges, but shall otherwise mean any monetary charge 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, or capital improvement assessment. Monthly dues to cover operating expenses and fund the reserve accounts shall be in the amount determined and imposed by the Board of Directors.
- (d) "Articles" shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.
- (e) "Association" shall mean GRANDVIEW FARM CONDOMINIUM, and as the context requires, the officers or directors of that Association.
- (f) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of GRANDVIEW FARM CONDOMINIUM. The Board may also be referred to as the Management Committee.
- (g) "Bylaws" shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit C**.
- (h) "City" shall mean Provo, Utah and its appropriate departments, officials and committees.
- (i) "County" shall mean Utah County, Utah and its appropriate departments, officials and committees.
- (j) "Common Area(s)," unless otherwise more specifically provided in this Declaration or the Plats, means everything and everywhere in the Project, except to the extent any fixture, structure, or other area is within the boundaries of or a part of a Unit (or defined or described as part of the Unit) including but not limited to:
 - (i) All real property included within the Project that is not within a Unit, including any air space or subsurface rights, whether leasehold or in fee simple for that real property;
 - (ii) Any foundations, columns, beams, supports, main walls, patio or courtyard walls, or roofs that are not part of a Unit;
 - (iii) All parking areas or other structures not within a Unit;
 - (iv) All fixtures and equipment not within the boundaries of a Unit related to the provision of electricity, gas, water, television, internet, and electronic services and the removal of waste water;
 - (v) As applicable, all apparatus and installations clearly intended and existing for common use;

(vi) All other parts of the Project necessary or convenient to its existence, maintenance, safety, or normally in common use;

(vii) Community pool & clubhouse;

(viii) RV storage area;

(ix) Private roadways;

(x) Visitor parking; and

(xi) Open space.

(k) "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

(i) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas;

(ii) providing facilities, services and other benefits to Owners as set forth in this Declaration;

(iii) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby;

(iv) levying, collecting and enforcing the assessments;

(v) operating the Association; and

(vi) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act

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

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

(n) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Units, townhomes, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

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

(p) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in who or in part) in fee simple, according to the records of the Utah County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgage. Membership in the Association is appurtenant to each Unit and an Owner shall be deemed a "Member" of the Association.

(q) "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.

(r) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Grandview Farm Condominium in the Utah County Recorder's Office, as it may be amended from time to time.

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

- (t) "Property" shall have the meaning set forth in Recital A above.
- (u) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.
- (v) "Single Family" shall have the meaning given this term by the City in its zoning ordinances.
- (w) "Unit," unless otherwise more specifically provided in this Declaration, shall mean any numbered Unit shown on any official and recorded Plat(s) of all or a portion of the Project whether or not it contains an Improvement, including the patio/courtyard areas and private garages. Unit also includes all mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit.

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 Area. 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.

2.2 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.
- (d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Units. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.3 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.

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

2.5 Easement in Favor of Association. The Units and 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 and 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;
- (c) For correction of emergency conditions on one or more Units or on portions of the Common Area;
- (d) For the purpose of enabling the Association, the Board 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 and 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

COMMON AREAS & UNITS

3.1 Units.

- (a) The Project consists of sixty-four (64) total 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 residential purposes only.

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

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 Board, 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 Board, an owner may not conduct any interior remodels of the Unit that impact existing walls, structures or other items that may impact the integrity of the Unit, such as: walls, shared walls, shared roofing and similar structures. This provision is not intended to prevent an owner from decorating, painting, or conducting similar activities without the prior written permission of the Board. The Board may require that any modification or repairs, subject to its approval, be made in a particular manner and with qualified persons to maintain conformity within the Project.

- (a) Without prior approval of the Board, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area 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.

(b) The Board 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 or legal nuisance.

(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 or other shared components.

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 RV Storage Area. Spaces within the RV Storage Area shall be allocated according to Rules established by the Board, and any vehicle stored therein shall be in compliance with said Rules.

3.8 Clubhouse & Pool Area. The Association, acting through the Board, reserves the right to adopt Rules and restrictions with respect to the clubhouse and pool area.

3.9 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units as set forth in **Exhibit "D"**.

3.10 Voting. At any meeting of the Association requiring a vote of Owners, the Owner(s) of a Unit, provided said Owner(s) is/are in compliance with the Governing Documents, shall be entitled to cast one vote per unit.

ARTICLE IV

MAINTENANCE OF COMMON AREAS AND UNITS

4.1 Maintenance of Common Areas. Except as otherwise provided in this Declaration, 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.

4.2 Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from sidewalks, driveways and other relevant Common Areas within the Project. The Association shall not be responsible or liable for said third party's discretion and removal of snow. Owners shall be responsible for removing snow from patio areas, and other applicable areas in accordance with Rules established by the Board.

4.3 Association Responsibility for Maintenance of Units. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair and replacement of the following:

- (a) Driveways and concrete walls bordering the patio areas;
- (b) Roofs, rain gutters, and down spouts;
- (c) Chimneys and chimney caps;
- (d) Foundations (excluding any concrete pad within a Unit or concrete patio area);

- (e) Structural components, including exterior or bearing walls or walls that are common to two or more Units;
- (f) Sewer and drainage pipes, water, and utility lines that are contained within the roadways in the Project;
- (g) Outside exterior surfaces of Units;
- (h) General landscape and sprinkler maintenance, including the repair, maintenance and replacement of existing sprinkler systems and landscaping within the Project that have not been modified by an Owner;
- (i) Repair, maintenance and replacement of fencing surrounding the outer boundaries of the Project;
- (j) Light poles;
- (k) Community mailboxes;
- (l) Walkways and sidewalks;
- (m) Private utility lines/infrastructure that serves more than one Unit;
- (n) Landscaping. With the exception of an approximately three (3) foot area, extending from the patio or foundation of the Unit that has been modified by an Owner upon the prior, written approval of the Association, the Association shall maintain the landscaping within the Project. If an Owner, following this approval, has modified this three (3) foot area, such Owner or successor in interest shall be responsible to maintain such area, including any sprinkler maintenance or modification. Unless an Owner returns this area to its pre-existing condition prior to selling his/her Unit, such Owner shall notify a purchaser or successor in interest of this responsibility. Notwithstanding, any failure to notify does not alter the maintenance obligations of a purchaser or successor in interest;
- (o) Pool and Clubhouse.

4.4 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 the Improvements constituting a part thereof, in good order and repair, including:

- (a) All interior and exterior doors, including frames, locks, hinges, door jams and garage doors, and community mailbox keys;
- (b) Finished interior of the Unit, including: flooring, tiles, wallpaper, paint, carpet, wood, fireplaces, other material comprising finished interior floors, walls or ceilings;
- (c) Framing and insulation associated with interior walls;
- (d) Drywall, wallboard and similar materials within a Unit;
- (e) Skylights, windows, window sills, window frames, glass, screens, and patio doors;
- (f) Sewer and drainage pipes, wiring, power, water and other utility lines within their Unit;
- (g) Concrete pads within Unit(s) or garage(s);
- (h) Plumbing fixtures, fans, stoves, refrigerators, appliances, heaters, furnaces, fireplaces, vents, 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);
- (i) Patio flooring and structures with the Units;
- (j) All other items that are owner improvements, including awnings, attic vents, and roof-mounted equipment and devices (and necessary attachments and water seals therefore);

(k) Any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: security lights, fans, plumbing fixtures (other than pipes located outside of a Unit and that do not exclusively serve that Unit), stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, ducting, and forced air units). Intercoms, security systems, water spigots and bibs, vents, chimneys and fireplaces, and such other appliances, fixtures, and decorations as an Owner may install as permitted in this Declaration;

(l) The Owner shall be responsible for keeping the Unit and all entryways, porches and patios in a clean and sanitary condition, free of pests and rodents, and uncluttered. 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 patio areas or in any Unit, which may include a prohibition on leaving, installing or storing any items in such places;

(m) If, in the reasonable judgment of the Association, an Owner fails to maintain the Owner's Unit, or the exterior of any improvements constituting a part thereof in good order and repair, and such failure remains uncured for more than thirty days after the Association's delivery of written notice thereof to such Owner, the Association may enter upon such Unit and perform such maintenance or repair as the Association deems necessary or advisable and charge all costs and expenses incurred by the Association in connection therewith to the Owner;

(n) The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered. Each Owner shall keep the interior of his Unit, including without limitation all interior walls, doors, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a good state of repair. If any such Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right under the Governing Documents or to petition any court of competent jurisdiction, for legal or equitable relief. Provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair. 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.

4.5 Repairs by Association. In the event that an Owner permits his Unit or Improvements to fall into a state of disrepair that is a 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 require that the Owner correct the condition within 30 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. 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.

4.6 Alterations of Exterior Appearance. The Owners will maintain their Units and Improvements in substantially the same condition and appearance as that approved by the Association. 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.

4.7 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. 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 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 ceases 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

HOMEOWNER ASSOCIATION

6.1 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.

6.2 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 (with the exception of water, sewer, power and natural gas); (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.

6.3 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 or all Units as necessary to carry out its functions. 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 falls 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) The Association may levy assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by monthly dues or reserve funds. No such assessment will be levied without approval of a majority of a quorum of the Owners at a Special or Regular Meeting, or upon the written consent of a majority of Owners. However, monthly dues shall be in an amount determined by the Board without approval of the Owners.
- (c) In addition, 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, as set forth in this article.
- (e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

6.4 **Budget.** The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting or at another meeting called for that purpose.

- (a) The Board shall make available a copy of the approved budget to all Owners within 30 days after the adoption of a budget or adoption of a revised budget.
- (b) 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.
- (c) 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.
- (d) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.
- (e) The Association shall not borrow money without the approval of at least sixty-seven percent (67%) of the Owners.

6.5 **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 improvements in the Common Area 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; or
 - (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.

6.6 **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 monthly dues. The amount of the dues allocated to the reserve fund shall be a separate line item in the approved budget. The Board shall cause dues to be in an amount sufficient,

within the Board's discretion, to fund the reserve account. The funds in the reserve account may be used only for the purpose for which the reserve account is established, in accordance with law.

6.7 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.

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

6.9 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.

6.10 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;
- (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.

6.11 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.

6.12 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. The Board may charge an appropriate fee for providing subsequent sets of the Governing Documents to any Owner.

6.13 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.

6.14 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.

6.15 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.

6.16 Independent Accountant/Bookkeeper. The Association may (but is not obligated to) retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

- 7.1 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.
- 7.2 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 15th of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$25, for each unpaid or late assessment. In addition to late fees, the Board may charge interest on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at a rate up to the maximum interest rate allowed by law. The Board may also impose other reasonable charges imposed by a Manager or attorney related to collections.
- 7.3 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.
- 7.4 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 may 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.
- 7.5 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.
- 7.6 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.
- 7.7 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).
- 7.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to United West Title Insurance Agency, Inc., in Orem, Utah, with power of sale, the Unit and all Improvements to the Unit or Unit for the purpose of securing payment of assessments under the terms of this Declaration. The Board may update the Trustee through the recording of a Substitution of Trustee in the event of enforcement through foreclosure.

ARTICLE VIII

SUBORDINATION OF LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

- 8.1 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 IX

USE LIMITATIONS & RESTRICTIONS

9.1 Single Family Use. Each of the Units shall be occupied by a Single Family, as defined herein, and their guests, as a private residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

9.2 Use of Common Areas. The Common Areas and Facilities shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

9.3 Peaceful Possession. No use or practice shall be permitted on the Condominium which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit Owner shall permit any use of his Unit or of the Common Areas which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part hereof.

9.4 Signs. Except for a "No Soliciting" sign, no signs, notices or advertisements shall be displayed on or at any window or other part of the Unit or in the Common Areas, including the Clubhouse, without the written approval of the Management Committee or in accordance with Rules established by the Management Committee.

9.5 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Unit may be occupied in a manner that is in violation of any statute, law or ordinance.

9.6 Improvements. Unless the Board gives a written waiver of approval to an Owner, no Improvement may be constructed or remodeled on any Unit except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

9.7 No 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. No such businesses, professions or trades may require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

9.8 Underground Utilities. All gas, electrical, and any other utility lines in the Project are to be underground, including lines within any Unit which service installations entirely within that Unit. No above-ground propane tanks may be installed on any Unit with the exception of small tanks related to outdoor barbeque grills.

9.9 No Transient Lodging Uses. The Units are to be used for residential housing purposes only, and shall not be rented in whole or in part for: substance treatment, rehab, half-way, rehabilitation, or similar facility; transient lodging purposes, boarding house, a bed and breakfast for providing accommodations to travelers. No Unit shall be subjected to time interval ownership.

9.10 No Re-Subdivision. No Unit may be re-subdivided.

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

9.12 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the Board.

9.13 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out in any Unit or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Units. No

Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

9.14 No Hazardous Activity. No activity may be conducted in any Unit that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or 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).

9.15 No Unsightliness. No unsightliness is permitted in or on any Unit. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

9.16 No Annoying Lights. No outdoor lighting shall be permitted except as authorized by the Board. Holiday lighting is permitted from Thanksgiving through January 7. Thereafter holiday lighting shall be removed as soon as practical, weather permitting.

9.17 No Annoying Sounds. Unless required, no speakers, wind bells, wind chimes, or other noise making devices may be used or maintained on any Unit which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Units, except for security or fire alarms.

9.18 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept within the Project excepting dogs, cats and other household pets, unless required by law following a proper request for accommodation for legitimate assistance or service animal. Failure to abide by these restrictions may result in fines, legal action and removal of the offending animal. The Board may adopt further Rules governing animals in the Project, including applications, procedures, fees and requirements with respect to service or assistance animals.

9.19 Landscaping. Vegetation within any Unit shall be maintained in good condition by the Owner. Prior written permission must be obtained by the Board to materially modify exterior landscaping on any Unit.

9.20 Fencing. Only the Board may approve fencing within the Project.

9.22 Vehicles & Parking. No vehicles are to be stored in the driveways or lanes within the Project. No recreational vehicles, campers, motorcycles, ATVS, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Project, except as otherwise stated herein or as permitted in writing by the Board. Recreational vehicles, campers, motorcycles, ATVS, trailers, boats, and similar vehicles must be parked or stored in the garage or within the RV Storage Area. Residents may repair their privately owned vehicles in the garage of any Unit in accordance with Rules established by the Board, but no vehicles may be repaired or restored in the Common Areas, 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 including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions on the time period and duration that any guest or visitor parking may be utilized; (3) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (4) the assessment of fines to Owners and occupants who violate such Rules.

9.23 Garage doors. The Board may promulgate rules regarding the extent to which garage doors must be kept closed.

9.24 Exterior Antennas and Satellite Dishes. No Owner may install satellite dishes, antennas or similar equipment on Common Areas within the Project. Prior, written approval from the Board as to the location of any new satellite dishes, antennas, cables within any area of private ownership is required. The Board shall be the only authorized body to approve the installation of any dish or antenna with the Common Areas.

9.25 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, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

9.26 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents, trailers, or sheds, without the prior written consent of the Board of Directors.

9.27 Energy Conservation Equipment. No solar energy device, solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed within the Project without the prior written consent of the Board of Directors.

9.28 Exterior Decorations. The Board may promulgate rules regarding the extent to which the exterior of any Unit may be decorated by any Owner/resident in any manner.

9.29 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.

9.30 Exterior Colors and Name Plates. No Owner/resident shall paint the exterior of the Units (including garages and either the inside or the outside of the concrete courtyard walls) without the written permission of Board. The exterior walls of the residences within the courtyard patio may be painted at the expense of the Owner with approved materials and colors. No Owner/resident shall be allowed to put their name on any entry of the unit except in the proper places approved by the Board for such purpose and in a style approved by the Board.

ARTICLE X

RENTAL/LEASE RESTRICTIONS

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

10.2 Definitions. For the purpose of this section:

(a) "Non-Owner Occupied Dwelling" means a Dwelling that is occupied by someone while no Owner occupies the Dwelling as the Owner's primary residence.

10.3 Restriction on Leasing and Non-Owner Occupancy. The leasing of Units in the Project shall be governed and limited by the following restrictions:

(a) Not more than ten percent (10%) of all Units may be leased or Non-Owner Occupied at any one time;

(b) Any Lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least one (1) year, and shall provide as a provision of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident;

(c) A copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Board at least ten (10) days prior to occupation of the Unit by the Non-Owner Occupant.

(d) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner occupant. The Association, the Board of Directors, and any Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Directors, and any Manager arising from any claims related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending Non-Owner occupant.

10.4 Non-Owner Occupied Units. In addition to the 10% cap, the following Units may be Non-Owner Occupied Units. It shall be the burden of the Owner to establish that one of the following exceptions applies.

- (a) An Owner in the military for the period of the Owner's deployment;
- (b) A Dwelling occupied by an Owner's parent, child, sibling, or grandchild;
- (c) An Owner whose employer has relocated the Owner for no less than two years.
- (d) A Dwelling owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 - (i) The estate of a current resident of the Dwelling; or
 - (ii) The parent, child, or sibling of the current resident of the Dwelling.
- (e) A Dwelling whose Owner (i) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Dwelling when the service has concluded.
- (f) A Dwelling owned by an Owner who uses the Dwelling as a primary residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility for up to two years, unless extended by the Board.
- (g) Hardship Exception. If an Owner's application to lease his/her Unit is denied by the Board, to avoid undue hardships or practical difficulties, the Board has discretion to approve a hardship application of an Owner or authorized representative to temporarily rent or lease the Owner's Unit. However, the Management Committee may not approve a hardship application to rent or lease a Unit under this Section for a period of more than one (1) year.
- (h) Multiple Unit Ownership. An Owner is not eligible to rent or lease more than one (1) Unit until the pending application of: (i) All Owners who are not currently renting or leasing a Unit have been approved; and (ii) All Owners who are currently renting or leasing fewer Units than the applicant have been approved.

10.5 Permitted Rules. The Board of Directors may adopt Rules requiring:

- (a) 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.;
- (b) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

10.6 Tenant Selection. It shall be Owner's sole responsibility to properly screen and select tenants, which selection process shall, as allowed by Federal or State law, shall require the rejection of proposed tenants who:

- (a) Provide false information to the landlord on the application or otherwise.
- (b) Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years; and or any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- (c) Appear on the sex offender registry and it is within four years of the date of conviction. Landlords leasing to a sex offender(s) whose conviction is over 4 years old must comply with UCA 77-27-21.7 related to "Protected Areas."
- (d) Have been convicted of distribution of a controlled substance within the past four years.
- (d) Are on court-ordered or Board of Pardons-ordered probation or parole for one of the disqualifying offenses listed above.

The Owner shall attest to the Board that the above criteria were reviewed by landlord prior to commencement of any lease.

ARTICLE XI

CONSTRUCTION, RE-CONSTRUCTION, REMODELING OR ALTERING OF EXTERIOR IMPROVEMENTS

11.1 Exterior Improvements. The Board will oversee any construction, re-construction, remodeling or altering of exterior Improvements.

11.2 Approval by Board Required. No exterior improvement of any kind will be constructed or commenced on any Unit(s) without the prior, written approval of the Board. Approval of the Board will be sought in the following manner:

(a) Plans Submitted. A written rendering, prepared by a licensed contractor, architect or engineer, of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the Board will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the Board fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

11.3 Variances. The Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

11.4 Board Not Liable. The Board and its members shall not be liable to the applicant for any damages, or to the Owners of any Units within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent legal or equitable redress if it believes the Board has acted improperly.

11.5 Limitations on Review. The Board's jurisdiction to review proposed Improvements is limited to those matters expressly granted in this Declaration. The Board shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Board prior to construction.

ARTICLE XII

INSURANCE

12.1 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:

(a) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

(b) "Unit Damage" means damage to any combination of a Unit.

(c) “Unit Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

12.2 Property Insurance.

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

(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, and theft; 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 (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

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

(4) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) “Inflation Guard Endorsement,” if available (ii) “Equipment Breakdown,” if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer’s minimum liability per accident at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.

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

(1) The Association’s policy provides primary insurance coverage;

(2) The Owner is responsible for the Association’s policy deductible;

(3) The Owner’s policy, if any, applies to that portion of the loss attributable to the Association’s policy deductible.

(4) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association’s property insurance policy.

(5) If an Owner does not pay the amount required under this Article within 30 days after substantial completion of the repairs to the Unit, the Association may levy an assessment against the Owner for that amount.

(c) Earthquake Insurance. The Association may, if approved by a majority of Owners, purchase earthquake insurance.

(d) 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.

(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: (a) the Owner’s policy is considered the policy for primary coverage to the amount of the Association’s policy deductible; (b) an owner who does not have a policy to cover the

Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(f) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation) for the Association's policy deductible and of any change in the amount of the deductible. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

12.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common 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. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. All claims shall be paid to the Association for deposit from the insurance company. Thereafter, the Association will disburse any required proceeds to the relevant Owner.

12.4 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.

12.5 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 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.

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

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

12.8 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.

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

12.10 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.

12.11 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY, FIRE AND EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.**

ARTICLE XIII

DAMAGE & DESTRUCTION

13.1 Immediately after damage or destruction by fire or other casualty to all or any part of the 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. Repair or reconstruction, as used in this paragraph, means repairing or restoring the 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.

13.2 Any damage or destruction to the 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 shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

13.3 In the event, that it should be determined in the manner described above that the damage or destruction to the 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 shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XIV

DISBURSEMENT OF PROCEEDS

14.1 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 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 XV

REPAIR AND RECONSTRUCTION

15.1 If the damage or destruction to the 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 XVI

CONDEMNATION

16.1 Whenever all or any part of the 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 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 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, 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 XVII

MISCELLANEOUS PROVISIONS

17.1 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 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.

17.2 Limited Liability. Neither the Board nor its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

17.3 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in any

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. 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.

17.4 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS 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 REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

17.5 Conflicting Provisions. In the case of any conflict between any of the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration and the Plat, the Articles, the Bylaws, and then the Rules. However, this Declaration shall have priority over the Plat insofar as the provisions of Article I, Section I, subparagraph (w) hereof which defines "Unit" to include the patio/courtyard area and private garages connected to each residence.

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

17.7 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.

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

[THE BALANCE OF THIS PAGE IS DELIBERATELY LEFT BLANK]

17.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development, operation and maintenance 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.

GRANDVIEW FARM CONDOMINIUM

M. Steven Andersen

By: M. Steven Andersen
Its: Board Member

STATE OF UTAH)

: ss

COUNTY OF UTAH)

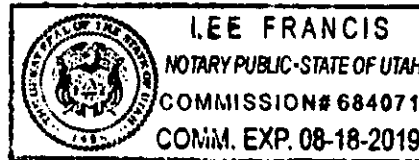
On this 6th day of June, 2017, personally appeared before me M. Steven Andersen, who being by me duly sworn, did say the he is a Board Member of Grandview Farm Condominium, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Lee Francis
Notary Public

GRANDVIEW FARM CONDOMINIUM

Theresa R. Jenson

By: Theresa R. Jenson
Its: Board Member



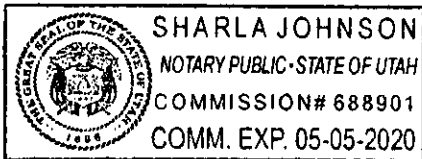
STATE OF UTAH)

: ss

COUNTY OF UTAH)

On this 8 day of June, 2017, personally appeared before me Theresa R. Jenson, who being by me duly sworn, did say the she is a Board Member of Grandview Farm Condominium, 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.

Sharla Johnson
Notary Public



GRANDVIEW FARM CONDOMINIUM

By: Chris Laycock
Its: Board Member

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On this 6th day of June 2017, personally appeared before me Chris Laycock, who being by me duly sworn, did say the he is a Board Member of Grandview Farm Condominium, 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.

Lee Francis
Notary Public

GRANDVIEW FARM CONDOMINIUM

By: Nancy Campbell
Its: Board Member

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On this 6th day of June 2017, personally appeared before me Nancy Campbell, who being by me duly sworn, did say the she is a Board Member of Grandview Farm Condominium, 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.



Lee Francis
Notary Public

GRANDVIEW FARM CONDOMINIUM

By: Larry Johnson
Its: Board Member

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On this 8 day of June, 2017, personally appeared before me Larry Johnson, who being by me duly sworn, did say the he is a Board Member of Grandview Farm Condominium, 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.



Karen Weeks
Notary Public



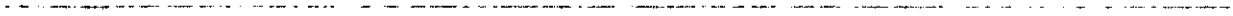
EXHIBIT "A"

LEGAL DESCRIPTION

Phase I, II, III and IV of the Grandview^{FARM} Condominium, as recorded in the office of the Recorder, Utah
County, Utah.

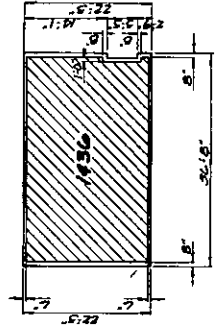
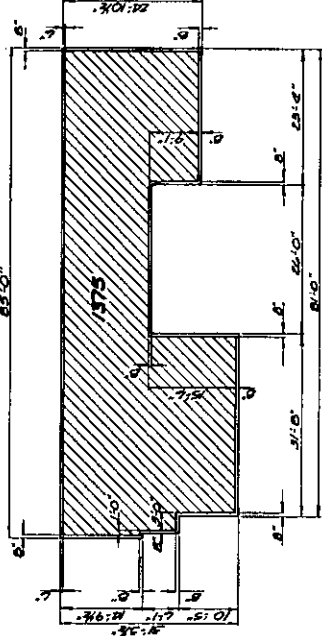
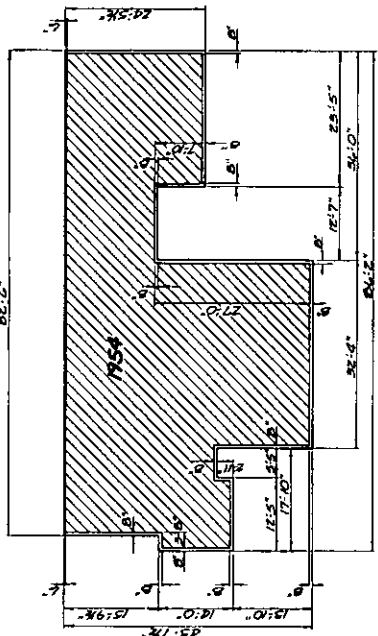
EXHIBIT "B"

PLAT

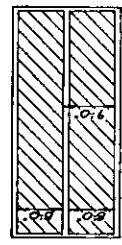
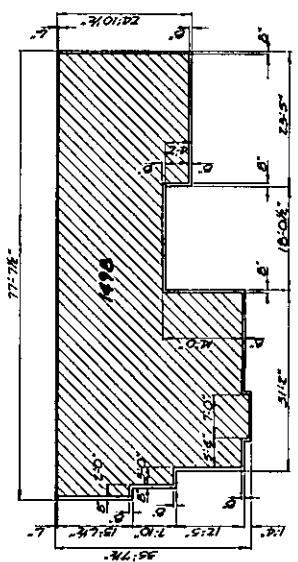


Sheets 2742.24 (2 of 2)

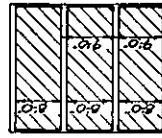
CLARK GROUP
 10000 W. CENTRAL EXPRESSWAY
 SUITE 100
 DALLAS, TEXAS 75243
 (214) 416-1000



1. All elevations are shown as finished elevations.
 2. All elevations are shown as finished elevations.



TYR ELEVATION VIEW
 UNITS 1488, 1375, 1194



ELEVATION VIEW
 UNIT 1436

DATE	DESCRIPTION	BY	CHECKED

THURGOOD AND ASSOCIATES, INC.
 CONSULTING ENGINEERS
 10000 W. CENTRAL EXPRESSWAY
 SUITE 100
 DALLAS, TEXAS 75243
 (214) 416-1000

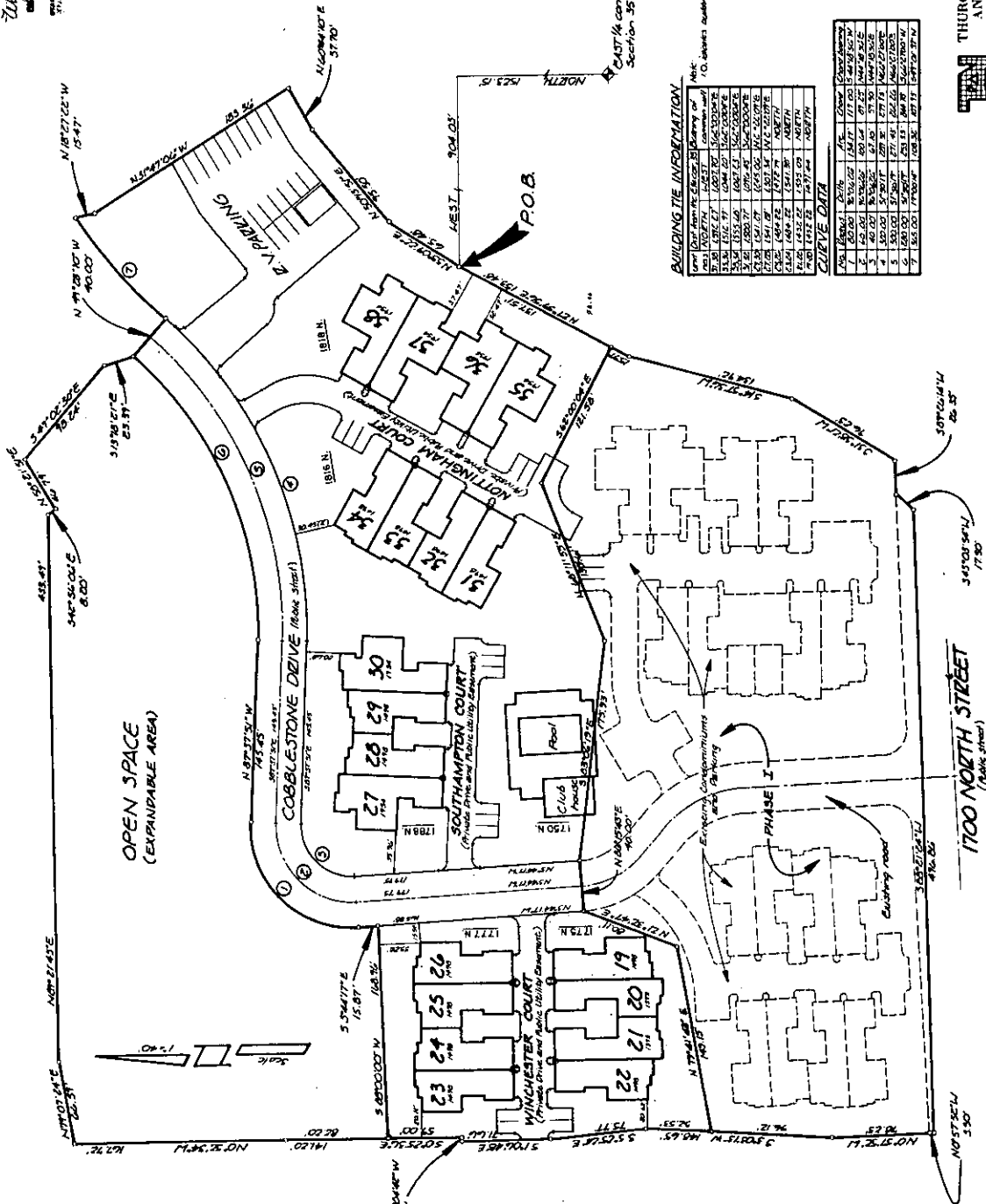
GRANDVIEN FARM CONDOMINIUMS
 PHASE 07A/B

2742.24 (2 of 2)

Prop. Subj. # 3381

35057

APPLICANT: *W. J. ...*
 DATE: 10/15/14



BUILDING THE INFORMATION

Year	Dist. from the City Center	Category of Use	Area (Acres)	Value	City of ...
1	0-1.0	...	...	...	...
2	1.0-2.0	...	...	...	...
3	2.0-3.0	...	...	...	...
4	3.0-4.0	...	...	...	...
5	4.0-5.0	...	...	...	...
6	5.0-6.0	...	...	...	...
7	6.0-7.0	...	...	...	...
8	7.0-8.0	...	...	...	...
9	8.0-9.0	...	...	...	...
10	9.0-10.0	...	...	...	...

CURVE DATA

Stationing	Curve Length	Radius	Delta	Chord	Chord Bearing
1+00.00	100.00	100.00	90.00	141.42	45.00
2+00.00	100.00	100.00	90.00	141.42	45.00
3+00.00	100.00	100.00	90.00	141.42	45.00
4+00.00	100.00	100.00	90.00	141.42	45.00
5+00.00	100.00	100.00	90.00	141.42	45.00
6+00.00	100.00	100.00	90.00	141.42	45.00
7+00.00	100.00	100.00	90.00	141.42	45.00
8+00.00	100.00	100.00	90.00	141.42	45.00
9+00.00	100.00	100.00	90.00	141.42	45.00
10+00.00	100.00	100.00	90.00	141.42	45.00



THURGOOD AND ASSOCIATES INC.

3381-36 (1)

SURVEYOR'S CERTIFICATE
 I, *Donald E. ...*, Surveyor, do hereby certify that I am a duly licensed and qualified Surveyor under the laws of the State of Ohio, and that I have personally examined the above described plat and find that it is a true and correct copy of the original survey as shown on the plat and that the same is in accordance with the laws of the State of Ohio and the rules and regulations of the Board of Surveyors of the State of Ohio. I have also examined the original survey and find that it is a true and correct copy of the original survey as shown on the plat and that the same is in accordance with the laws of the State of Ohio and the rules and regulations of the Board of Surveyors of the State of Ohio.

BOUNDARY DESCRIPTION
 The boundary of the above described property is as follows:
 N. 100° 00' 00" W. 100.00' to the intersection of the centerline of Cobblestone Drive (Bank Street);
 S. 89° 59' 59" W. 100.00' to the intersection of the centerline of Cobblestone Drive (Bank Street) and the centerline of Northampton Court;
 S. 89° 59' 59" W. 100.00' to the intersection of the centerline of Northampton Court and the centerline of Southampton Court;
 S. 89° 59' 59" W. 100.00' to the intersection of the centerline of Southampton Court and the centerline of Nottingham Court;
 S. 89° 59' 59" W. 100.00' to the intersection of the centerline of Nottingham Court and the centerline of Winchester Court;
 S. 89° 59' 59" W. 100.00' to the intersection of the centerline of Winchester Court and the centerline of Cobblestone Drive (Bank Street);
 S. 89° 59' 59" W. 100.00' to the intersection of the centerline of Cobblestone Drive (Bank Street) and the centerline of Northampton Court.

ACCEPTANCE BY LEGISLATIVE BODY
 The City of Ohio, Ohio County, Ohio, approves this Planned Unit Development and accepts the responsibility of all streets, easements and other parts of land indicated for paving purposes for the perpetual use of the public unless otherwise stated hereon.
 This is a public use of land.
 A.P. 888

BOARD OF HEALTH
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:
 1. The Board of Health hereby approves the above described plat and the same is in accordance with the laws of the State of Ohio and the rules and regulations of the Board of Health of the State of Ohio.

PLANNING COMMISSION APPROVAL
 APPROVED BY THE BOARD OF HEALTH
 APPROVED BY THE PLANNING COMMISSION

PHASE II GRANDVIEW FARM CONDOMINIUM (AN ADDITION TO PHASE I)
 Grandview Farm Condominium
 1700 North Street
 Columbus, Ohio

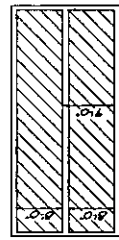
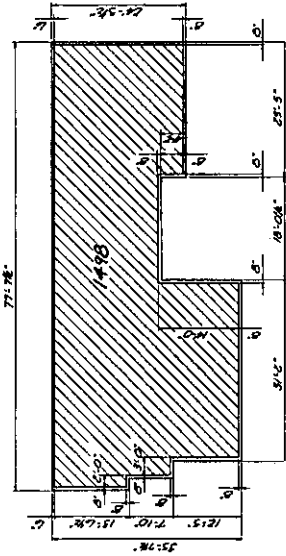
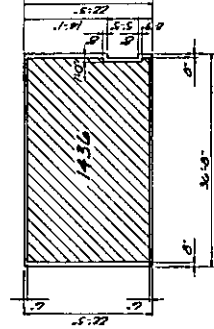
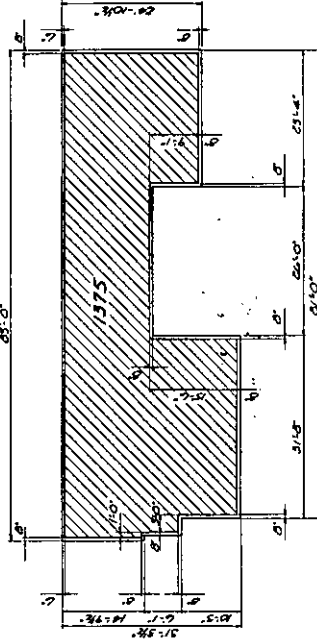
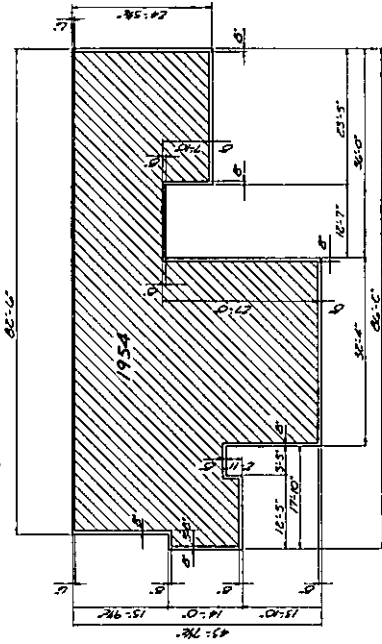
THURGOOD AND ASSOCIATES INC.
 1700 North Street
 Columbus, Ohio

3381-36 (1)

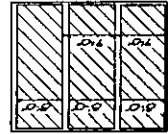
Drop of Log # 3381

35847

#1 BUILD UP SECTION
 --- Colored Glass
 --- 1/2" x 1/2" x 1/4" x 1/4"
 --- 1/2" x 1/2" x 1/4" x 1/4"
 --- 1/2" x 1/2" x 1/4" x 1/4"



TYP ELEVATION VIEW UNITS
 1498, 1375, & 1954



ELEVATION VIEW
 UNIT 1436

Note
 1. All glass-panels are private ownership.
 2. All glass panels are common ownership.

Thurgood
 15 May 1988

DATE	2/2/88	REVISIONS	
DRAWN BY	J.C.B.	SCALE	AS SHOWN
CHECKED BY	M.C.B.	DATE	
DESIGNED BY		PROJECT NO.	77022
SCALE SERVICE		DRAWING NO.	
			P.C.

THURGOOD AND ASSOCIATES, INC.
 CONSULTING ENGINEERS
 PHOENIX, UTAH 84303

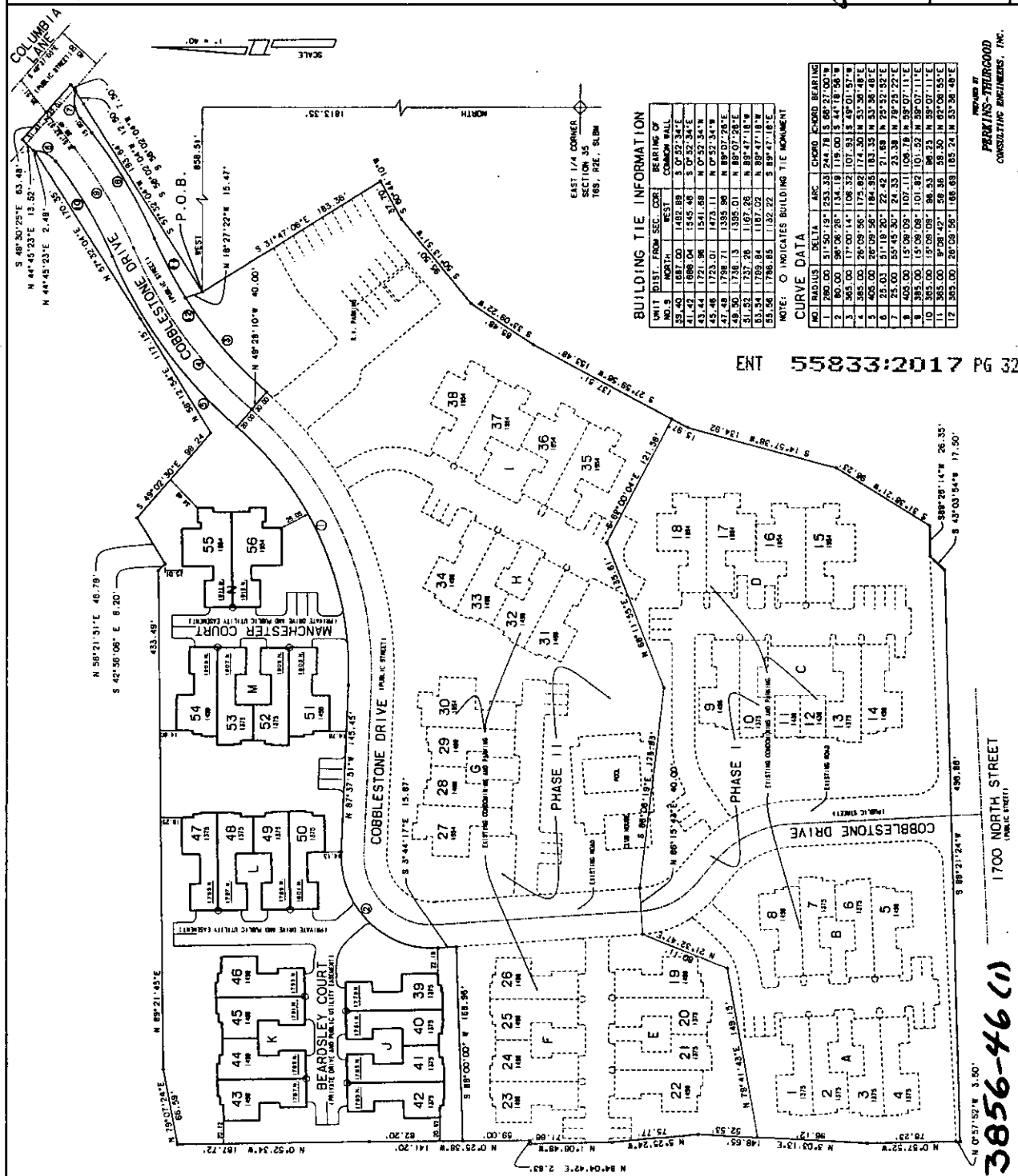
GRANDVIEW FREY CONDOMINIUM
 PROVO, UTAH

3381-36 (2)

SURVEYOR'S CERTIFICATE
JAMES R. BAIRD
 SURVEYOR
 I, JAMES R. BAIRD, DO HEREBY CERTIFY THAT I AM AN APPLICANT FOR THE LAND OF THE STATE OF UTAH AS AUTHORIZED BY THE STATUTE OF THE STATE OF UTAH, AND THAT I HAVE MADE A BLANKET OF THE SURVEY OF THE LAND OF THE STATE OF UTAH AS AUTHORIZED BY THE STATUTE OF THE STATE OF UTAH, AND THAT THE SURVEY IS CORRECT AND ACCURATE AND THAT THE SURVEY IS TRUE AND CORRECT.
BOUNDARY DESCRIPTION
 COMMENCING AT A POINT WHICH IS CORNER OF SALT LAKE COUNTY AND SALT LAKE CITY AND BEING THE SALT LAKE COUNTY CORNER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 12 EAST, THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N 87°57'12"E	40.00	
S 87°57'12"E	185.33	
N 0°00'00"E	40.00	
S 0°00'00"E	185.33	
N 0°00'00"E	40.00	
S 0°00'00"E	185.33	
N 0°00'00"E	40.00	
S 0°00'00"E	185.33	
N 0°00'00"E	40.00	
S 0°00'00"E	185.33	
N 0°00'00"E	40.00	
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N 0°00'00"E	40.00	
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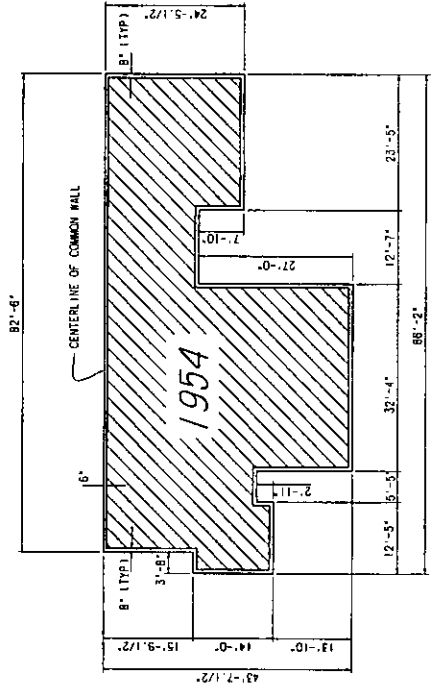
OWNER'S DEDICATION
 THE STYLE DEVELOPER, A JOINT VENTURE DOES HEREBY CERTIFY THAT THIS IS THE PARCEL OF LAND WHICH IS BEING DEDICATED TO THE PREPARATION AND RECORDATION OF THIS PLAN, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE LOT CENTERLINE FOR THE USE OF THE HOMEOWNER IN EMERGENCY FROM AN OCCURRENCE OF FIRE AND RESCUE.
 I, JAMES R. BAIRD, DO HEREBY CERTIFY THAT I AM AN APPLICANT FOR THE LAND OF THE STATE OF UTAH AS AUTHORIZED BY THE STATUTE OF THE STATE OF UTAH, AND THAT I HAVE MADE A BLANKET OF THE SURVEY OF THE LAND OF THE STATE OF UTAH AS AUTHORIZED BY THE STATUTE OF THE STATE OF UTAH, AND THAT THE SURVEY IS CORRECT AND ACCURATE AND THAT THE SURVEY IS TRUE AND CORRECT.
ACKNOWLEDGEMENT
 STATE OF UTAH, S.S.
 COUNTY OF UTAH, S.S.
 ON THIS 17th DAY OF OCTOBER, 2017, I, JAMES R. BAIRD, SURVEYOR, HAVE RECORDED THIS DEDICATION AND ACCEPTANCE TO BE VALID AND EFFECTIVE THE DAY AFTER MY COMMISSION EXPIRES (2017-10-31) (2017-10-31).
ACCEPTANCE BY MAYOR
 I, JAMES R. BAIRD, SURVEYOR, DO HEREBY CERTIFY THAT I AM AN APPLICANT FOR THE LAND OF THE STATE OF UTAH AS AUTHORIZED BY THE STATUTE OF THE STATE OF UTAH, AND THAT I HAVE MADE A BLANKET OF THE SURVEY OF THE LAND OF THE STATE OF UTAH AS AUTHORIZED BY THE STATUTE OF THE STATE OF UTAH, AND THAT THE SURVEY IS CORRECT AND ACCURATE AND THAT THE SURVEY IS TRUE AND CORRECT.
BOARD OF HEALTH
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:
 CITY - COUNTY HEALTH DEPARTMENT
 COMMUNITY DEVELOPMENT DIRECTOR APPROVAL
 APPROVED THIS DAY OF OCTOBER, 2017
 COMMUNITY DEVELOPMENT DIRECTOR



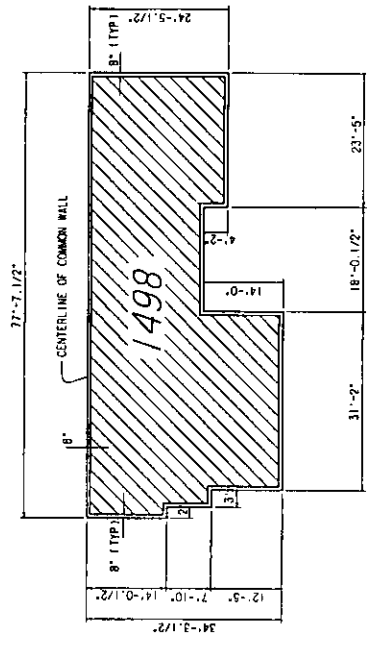
PREPARED BY
PARKINS-THURGOOD
 CONSULTING ENGINEERS, INC.

3856-46 (1)
 1700 NORTH STREET
 PUBLIC HEARING

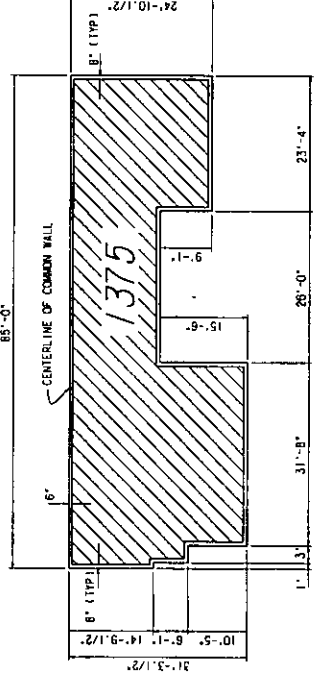
151 EAST 22ND AVENUE, SUITE 1100
DENVER, COLORADO 80202
PHONE 303.733.1100
FAX 303.733.1101
WWW.PEAKDESIGN.COM



UNIT NO'S 55 & 56

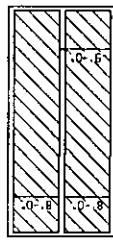


UNIT NO'S 43, 44, 45, 46, 51, & 54



UNIT NO'S 39, 40, 41, 42, 47, 48, 49, 50, 52, & 53

- NOTES:
1. ALL CROSS-HATCHED AREAS ARE PRIVATE OWNERSHIP.
 2. ALL AREAS NOT CROSS-HATCHED ARE COMMON OWNERSHIP.
 3. ALL BUILDING EXTERIOR WALLS ARE 8-INCHES THICK.
 4. ALL BUILDING COMMON WALLS ARE 12-INCHES THICK.



TYPICAL ELEVATION VIEW
UNITS 1498, 1375, & 1954

PLAN NO.	06007
DATE	MAY 1989
SCALE	AS SHOWN
REVISION	2 OF 2

BUILDING FLOOR PLANS - PHASE III
GRANDVIEW FARM CONDOMINIUM
PROVO, UTAH

PERKINS-THURGOOD
CONSULTING ENGINEERS INC.

DATE	
BY	
CHECKED	
DESIGNED	
SCALE	VARIABLE
BY	

3856-46 (2)

SURVEYOR'S CERTIFICATE

I, Donald C. Allen, do hereby certify that I am a Licensed Land Surveyor in the State of Utah and that I have personally supervised the making of this plan and that the same is a true and correct copy of the original as shown to me by the owner and that I have not been furnished with any information which would cause me to believe that the same is not a true and correct copy of the original as shown to me by the owner.

BOUNDARY DESCRIPTION

LINE	BEARING	DIST.	AREA
1	S 89° 52' 00" W	100.00	100.00
2	S 89° 52' 00" W	100.00	100.00
3	S 89° 52' 00" W	100.00	100.00
4	S 89° 52' 00" W	100.00	100.00
5	S 89° 52' 00" W	100.00	100.00
6	S 89° 52' 00" W	100.00	100.00
7	S 89° 52' 00" W	100.00	100.00
8	S 89° 52' 00" W	100.00	100.00
9	S 89° 52' 00" W	100.00	100.00
10	S 89° 52' 00" W	100.00	100.00
11	S 89° 52' 00" W	100.00	100.00
12	S 89° 52' 00" W	100.00	100.00
13	S 89° 52' 00" W	100.00	100.00
14	S 89° 52' 00" W	100.00	100.00
15	S 89° 52' 00" W	100.00	100.00
16	S 89° 52' 00" W	100.00	100.00
17	S 89° 52' 00" W	100.00	100.00
18	S 89° 52' 00" W	100.00	100.00
19	S 89° 52' 00" W	100.00	100.00
20	S 89° 52' 00" W	100.00	100.00

OWNER'S DECLARATION
LIFESTYLE DEVELOPMENT, INC. hereby certifies that they are the owner of the above described property and that they have authorized the making of this plan and that the same is a true and correct copy of the original as shown to me by the owner.

ACKNOWLEDGMENT

I, Donald C. Allen, Surveyor, do hereby certify that I am a Licensed Land Surveyor in the State of Utah and that I have personally supervised the making of this plan and that the same is a true and correct copy of the original as shown to me by the owner.

ACCEPTANCE BY MAYOR

I, Michael R. Pugh, Mayor, do hereby certify that I am the Mayor of the City of Provo, Utah, and that I have authorized the making of this plan and that the same is a true and correct copy of the original as shown to me by the owner.

ACCEPTANCE BY BOARD OF HEALTH

I, Michael R. Pugh, Board of Health, do hereby certify that I am a member of the Board of Health of the City of Provo, Utah, and that I have authorized the making of this plan and that the same is a true and correct copy of the original as shown to me by the owner.

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

I, Michael R. Pugh, Community Development Director, do hereby certify that I am the Community Development Director of the City of Provo, Utah, and that I have authorized the making of this plan and that the same is a true and correct copy of the original as shown to me by the owner.

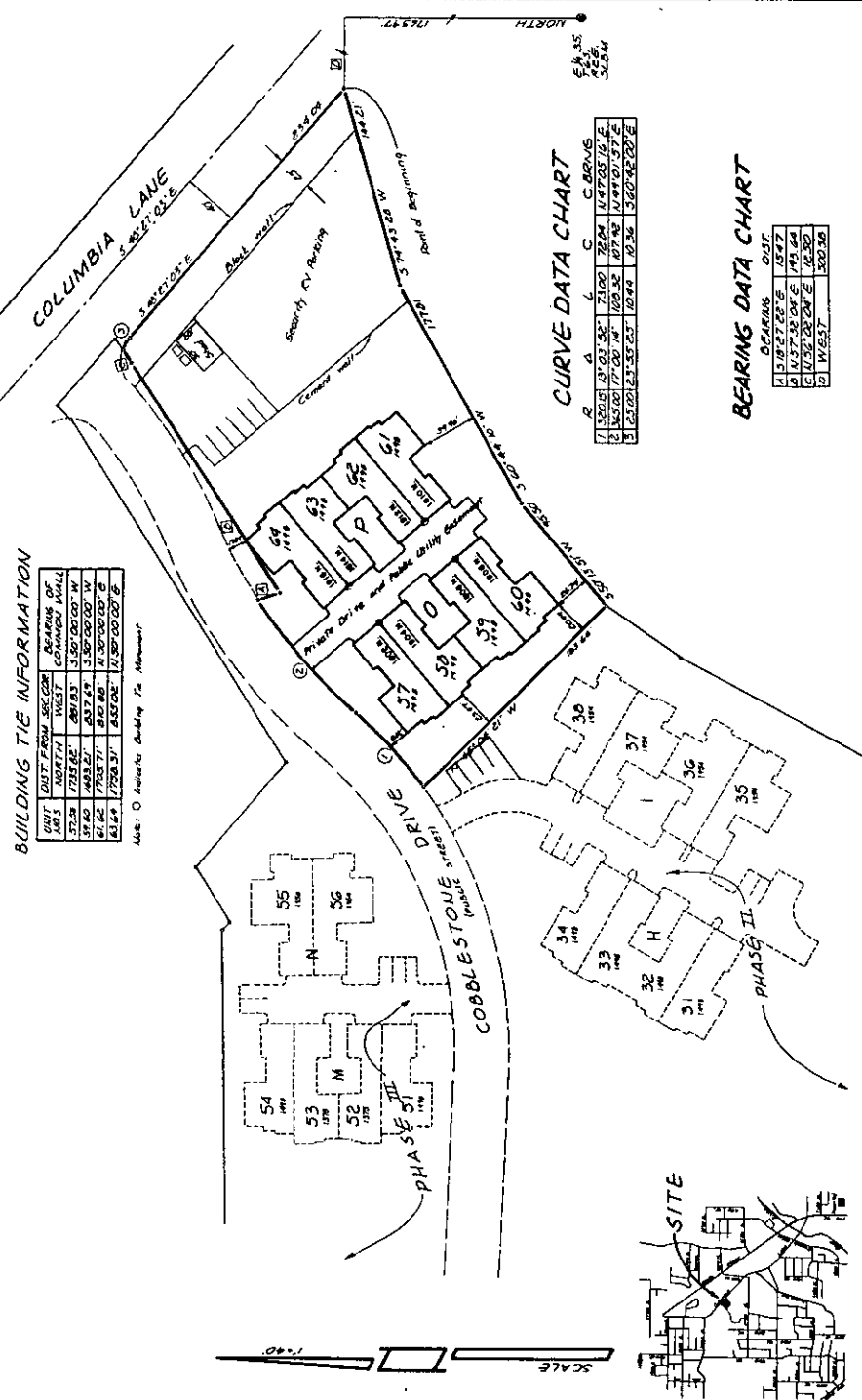
PHASE II

GRANDVIEW FARM CONDOMINIUM
(AN ADDITION TO PHASE I, II and III)



BUILDING TIE INFORMATION

UNIT	DIST. FROM S&C CORNER	BEARING	BEARING TO CHANGING WALL
148.1	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.2	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.3	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.4	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.5	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.6	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.7	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.8	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.9	100.00	S 89° 52' 00" W	S 89° 52' 00" W
148.0	100.00	S 89° 52' 00" W	S 89° 52' 00" W

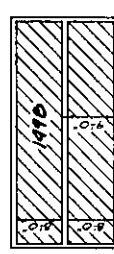


CURVE DATA CHART

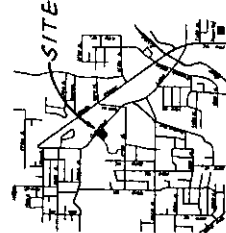
R	A	L	C	CBARS
7100	19° 03' 36"	7100	7264	14720576 E
7100	19° 03' 36"	7100	7264	14720576 E
7100	19° 03' 36"	7100	7264	14720576 E
7100	19° 03' 36"	7100	7264	14720576 E

BEARING DATA CHART

OPENS	DIST.
151827.82 E	1517
151752.52 E	173.64
151752.52 E	173.64
151752.52 E	173.64
151752.52 E	173.64



TYP. ELEVATION VIEW



VICINITY MAP

4839-60

EXHIBIT "C"

BYLAWS

**AMENDED & RESTATED BYLAWS
OF
GRANDVIEW FARM CONDOMINIUM**

The following are the Amended & Restated Bylaws (“Bylaws”) of Grandview Farm Condominium, 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.

**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 Farm Condominium, of even date, and recorded in the Official Records of the Utah County Recorder’s Office (hereinafter referred to as the “Declaration”), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term “Owner” shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**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. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

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 fifty-one percent (51%) of the total membership, as defined in the Declaration. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. All Owners are required to furnish to the Board an email address to which notices may be sent. Owners not having a personal email address may provide the email address of another person who shall be deemed to be authorized to receive notices on their behalf. All notices of meetings or other actions shall be given by or at the direction of the Board by email to the addresses provided by the Owners. Notwithstanding the foregoing, (1) any Owner may request that additional notice be provided in writing by U.S. mail, and (2) the Board may, at its option, give additional legal notice by publication to the HOA website and/or by hand delivering written notice by posting at the front door of each Unit. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote. Notice is effective upon sending the email or upon affixing the notice to the front door of the Unit. Notices shall specify the location, day and time of the meeting,

and, in the case of a special meeting, the purpose of the meeting.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least fifty percent (50%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

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 notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. 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 President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members 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 members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written or

electronic ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting. There shall be one vote per Unit.

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 on the real property records; 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; and the vote of the authorized representative of any legally organized and existing entity, that is an Owner on the real property records.

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 (which may also be referred to as a "Management Committee") composed of five (5) individuals ("Board"). Members of the Board of Directors shall serve for a term of three (3) years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, 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 or an Owners' legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time. If there are insufficient Owners or Owners' spouses or significant others that are willing to serve on the Board, then other residents with the Project may serve on the Board.

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 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 his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take time-sensitive operational or non-policy action in the absence of a meeting that 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. Further, a manager or Director may set forth a reasonable deadline for a response to an proposed action, whereby a non-response becomes an affirmative vote by the non-responsive Director.

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 a nominating committee established by the Board or by Owners from the floor at the annual meeting. The Board may establish additional protocols for such nomination. The Nominating Committee shall make an effort to nominate at least two candidates for any vacancy on the Board.

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 quarterly, or more frequently as determined by the Board. All notices shall be provided by email. Directors are required to provide an email 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 may attend meetings and may be present for all discussion, deliberation, 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, including a requirement that they remain silent except when comments are solicited by the Board. 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 Executive Session. By majority vote of the Board, the Board may agree to schedule and conduct Executive Sessions of the Board consistent with the purposes set forth in the Act at §57-8a-226(2)(b), which shall be closed to attendance by anyone not specifically invited by the Board.

Section 5.3 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 5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 5.5 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes, post copies of three years' worth of the minutes of meetings held after the establishment of the HOA website to that website, and make them reasonably available to Owners upon their written request.

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 Declaration and as outlined below. The Board shall, upon vote of the Owners at any regular or special meeting thereof, delegate its authority and responsibility to a manager or managers, subject to any limitations or provisions contained in the Declaration. The Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual dues, any assessment proposal for consideration by the Owners, and an annual budget;

- (c) Collection of dues and, if approved by vote of the Owners, assessments;
- (d) Maintenance of a bank account(s) for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Maintenance of any private roadways;
- (g) Maintenance of clubhouse and pool;
- (h) Maintenance of any private water system or other private utility;
- (i) Adoption and amendment of rules and regulations;
- (j) Enforcement of the Declaration, including the retention of legal counsel;
- (k) Commencement and resolution of legal action when necessary;
- (l) Imposition of dues, fines, sanctions, citations, and, if approved by vote of the Owners, assessments;
- (m) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (n) Purchase of and maintenance of insurance;
- (o) Maintenance of books and records of the Association;
- (p) Emergency repairs;
- (q) Maintenance of parking;
- (r) Adoption of reasonable pet restrictions; and
- (s) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association;
- (t) At the expense of the Owner or Occupant, to tow away or otherwise remove any motor vehicle parked, stored, or standing in an unauthorized area or otherwise in violation of the Association rules;
- (u) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the property, and, where appropriate, providing the compensation for such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.

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 such other office as designated by the Board, who shall at all times be selected from and members of the Board.

Section 7.2 Election of Officers. The election of officers shall take place at a closed, organizational meeting of the members of the Board immediately following the annual meeting of the Owners. Elected 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 appoint 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, which do not include the elected or appointed Board of Directors, must be Owners; may not vote as directors; and may be removed by the Board at any time, 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 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. Upon approval of the Owners by vote at any regular or special meeting thereof, the Board shall also utilize a manager or managers to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other polices governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; keep proper books of account; if the Board deems appropriate, cause an annual audit or other review of the Association books to be made internally or by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

Other Officers: Other officers shall have the duties and obligations as set by the Board.

ARTICLE VIII COMMITTEES

Section 8.1 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 IX CONDUCT AT ASSOCIATION MEETINGS

Section 9.1 Recording. No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, or similar event regardless of the location of such event.

ARTICLE X INDEMNIFICATION

Section 10.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance to, and/or reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims. However, no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 10.2 Settlement by Association. The right of any person to be defended and/or indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such defense and/or indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XI INVESTMENT

Section 11.1 Investment. 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 membership prior to the investment.

ARTICLE XII WAIVER OF PROCEDURAL IRREGULARITIES

Section 12.1 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 was in attendance at the meeting, and if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting and no objection to the particular procedural issue is made at the meeting; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred and no objection to the particular procedural issue is made at the meeting; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and/or proper notice of the meeting before it occurred, and no objection is made within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, if no objection is made within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 12.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 12.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards cannot be waived.

ARTICLE XIII
AMENDMENTS/ ORDER OF PRECEDENCE

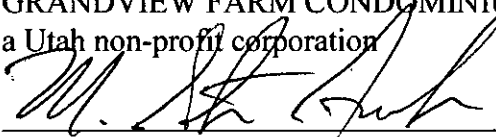
Section 13.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least fifty-one percent (51%) of the total membership, or by the written consent of at least fifty-one percent (51%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Utah County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
FISCAL YEAR

Section 14.1 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.

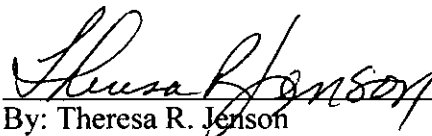
The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Utah County Recorder, State of Utah.

GRANDVIEW FARM CONDOMINIUM
a Utah non-profit corporation



By: M. Steven Andersen
Its: Board Member

GRANDVIEW FARM CONDOMINIUM
a Utah non-profit corporation



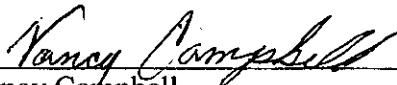
By: Theresa R. Jensen
Its: Board Member

GRANDVIEW FARM CONDOMINIUM
a Utah non-profit corporation



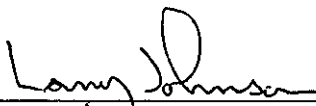
By: Chris Laycock
Its: Board Member

GRANDVIEW FARM CONDOMINIUM
a Utah non-profit corporation



By: Nancy Campbell
Its: Board Member

GRANDVIEW FARM CONDOMINIUM
a Utah non-profit corporation



By: Larry Johnson
Its: Board Member

EXHIBIT "D"

ALLOCATED INTEREST – PHASES 1, 2, 3 and 4

<u>Building</u>	<u>Unit No.</u>	<u>Model</u>	<u>Square Footage*</u>	<u>Percentage of Ownership In Common Area</u>
A	1	Yorktown	1375	1.392
A	2	Yorktown	1375	1.392
A	3	Yorktown	1375	1.392
A	4	Yorktown	1375	1.392
B	5	Lexington	1498	1.517
B	6	Yorktown	1375	1.392
B	7	Yorktown	1375	1.392
B	8	Lexington	1498	1.517
C	9	Lexington	1498	1.517
C	10	Yorktown	1375	1.392
C	11	Townhouse	1436	1.457
C	12	Townhouse	1436	1.457
C	13	Yorktown	1375	1.392
C	14	Lexington	1498	1.517
D	15	Monarch	1954	1.978
D	16	Monarch	1954	1.978
D	17	Monarch	1954	1.978
D	18	Monarch	1954	1.978
E	19	Lexington	1498	1.517
E	20	Yorktown	1375	1.392
E	21	Yorktown	1375	1.392
E	22	Lexington	1498	1.517
F	23	Lexington	1498	1.517
F	24	Lexington	1498	1.517
F	25	Lexington	1498	1.517
F	26	Lexington	1498	1.517
G	27	Monarch	1954	1.978
G	28	Lexington	1498	1.517
G	29	Lexington	1498	1.517
G	30	Monarch	1954	1.978
H	31	Lexington	1498	1.517
H	32	Lexington	1498	1.517
H	33	Lexington	1498	1.517
H	34	Lexington	1498	1.517
I	35	Monarch	1954	1.978

I	36	Monarch	1954	1.978
I	37	Monarch	1954	1.978
I	38	Monarch	1954	1.978
J	39	Yorktown	1375	1.392
J	40	Yorktown	1375	1.392
J	41	Yorktown	1375	1.392
J	42	Yorktown	1375	1.392
K	43	Lexington	1498	1.517
K	44	Lexington	1498	1.517
K	45	Lexington	1498	1.517
K	46	Lexington	1498	1.517
L	47	Yorktown	1375	1.392
L	48	Yorktown	1375	1.392
L	49	Yorktown	1375	1.392
L	50	Yorktown	1375	1.392
M	51	Lexington	1498	1.517
M	52	Yorktown	1375	1.392
M	53	Yorktown	1375	1.392
M	54	Lexington	1498	1.517
N	55	Monarch	1954	1.978
N	56	Monarch	1954	1.978
O	57	Lexington	1498	1.517
O	58	Lexington	1498	1.517
O	59	Lexington	1498	1.517
O	60	Lexington	1498	1.517
P	61	Lexington	1498	1.517
P	62	Lexington	1498	1.517
P	63	Lexington	1498	1.517
P	64	Lexington	1498	1.517

*Square footage of main level.