

E 2401806 B 4647 P 279-331  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/30/2008 11:47 AM  
FEE \$218.00 Pgs: 53  
DEP RT REC'D FOR HELGESEN WATERFAL  
L & JONES P C

02-105-0101 thru 0126  
02-110-0127 thru 0190  
02-203-0191 thru 02-203-0206

**Restated and Amended**  
**Declaration**  
**of**  
**Covenants, Conditions and Restrictions**  
**for**  
**Chase Lane Village**  
(a Planned Unit Development)

October, 2008

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**RESTATED AND AMENDED  
DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
CHASE LANE VILLAGE  
(A Planned Unit Development)**

This Restated and Amended Declaration of Covenants, Conditions and Restrictions for Chase Lane Village ("Restated Declaration") is made this 28 day of October, 2008, by and between the Owners of Lots in Chase Lane Village Phase I, Phase II and Phase III, as hereinafter set forth (the Owners of Lots in the three phases of Chase Lane Village shall collectively be referred to hereinafter as the "Lot Owners").

**RECITALS**

WHEREAS, the property that is the subject of this Restated Declaration is situated in and upon that certain real property located in Davis County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each Lot as shown on the plat maps for Chase Lane Village phases I, II & III, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 90 Lots in Chase Lane Village Phases I and II, and an additional 16 Lots in Chase Lane Village Phase III; and

WHEREAS, Chase Lane Village, Phase I was created by a "Declaration of Covenants, Conditions and Restrictions" (hereinafter "Enabling Declaration") recorded in the records of Davis County, Utah, on May 5, 1983, in book 941, beginning on page 218, as entry number 639517. There have been various amendments to the Enabling Declaration and Bylaws since the Enabling Declaration and Bylaws were initially recorded; and

WHEREAS, Chase Lane Village, Phase II was created by an "Amended Declaration of Covenants, Conditions and Restrictions" (hereinafter "1995 Amendment") recorded in the records of Davis County, Utah, on February 10, 1995, in book 1846, beginning on page 1017, as entry number 1165131; and

WHEREAS, an Amended Declaration of Covenants, Conditions and Restrictions was recorded April 6, 2001, in Book 2782, beginning on Page 796, as Entry Number 1652035, which is the most recent amendment and the current governing set of restrictive covenants recorded against Chase Lane Village Phases I and II (hereinafter this April 6 Amendment shall be referred to as the "April 6 Amendment"); and

WHEREAS, Chase Lane Village, Phase III was created by a "Declaration of Covenants, Conditions and Restrictions" (hereinafter "Phase III Enabling Declaration") recorded in the

records of Davis County, Utah, on March 2, 2006, in book 3982, beginning on page 1422, as entry number 2181173; and

WHEREAS, Chase Lane Village, Phases I and II have been governed by an association known as Chase Lane Village Homeowners Association, and Chase Lane Village, Phase III has been governed by an association known as Chase Lane Village Phase III Homeowners Association.

WHEREAS, Chase Lane Village Homeowners Association has operated as an owners association independent of Chase Lane Village Phase III Homeowners Association, and Chase Lane Village Phase III Homeowners Association has operated as an owners association independent of Chase Lane Village Homeowners Association.

WHEREAS, this Restated and Amended Declaration of Covenants, Conditions & Restrictions for Chase Lane Village (hereinafter "Restated Declaration") is made and executed on the date shown below by the Lot Owners of Chase Lane Village Homeowners Association, consisting of Chase Lane Village Phases I and II (hereinafter the Lot Owners in Chase Lane Village Phases I and II shall be referred to as "Chase Lane I Owners"), as governed by and subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 941, beginning on Page 218, Entry # 639517, of the Davis County Records Office, and any amendments thereto (hereinafter the "Enabling Declaration"), and by the Lot Owners of the Chase Lane Village Phase III Homeowners Association (hereinafter the Lot Owners in Chase Lane Village Phase III shall be referred to as the "Chase Lane III Owners"), as governed by and subject to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3982, beginning on Page 1422, Entry # 2149366, of the Davis County Records Office (hereinafter the "Phase III Enabling Declaration"). Together, the Chase Lane I Owners and the Chase Lane III Owners shall collectively be referred to as hereinafter as "Owners". This Restated Declaration has been voted upon and approved by the Chase Lane I Owners and the Chase Lane III Owners according to the provisions of their respective Enabling Declaration and Phase III Enabling Declaration.

WHEREAS, The purpose and intent of this Restated Declaration is to restate, amend and combine the Enabling Declaration and the Phase III Enabling Declaration so all phases and Lot Owners in Chase Lane Village are governed under the same covenants, conditions and restrictions and under one homeowners association, known as the Chase Lane Village Homeowners Association, a Utah Nonprofit Corporation (hereinafter "Association").

WHEREAS, this Restated Declaration is intended to eliminate the need for multiple Boards as currently exist in the enabling declarations in the two projects and to bring about a greater savings and economy of scale by consolidating all services, duties, rights, responsibilities, powers and authority into the Association. The Lot Owners in the two projects desire to accomplish these objectives by amending the collective enabling declarations, bylaws, and all amendments thereto so as to be governed by this Restated Declaration.

WHEREAS, the Enabling Declarations of the two projects are virtually identical in content, structure and purpose, varying generally in the number of units and the amount of common area created in each association; and

WHEREAS, due to the proximity of the two projects to each other, the Owners have determined that it is in their best interest to have one Association to govern and manage Chase Lane Village; and

WHEREAS, The Owners at Chase Lane Village are desirous to create the Chase Lane Village Homeowners Association, Inc., a Utah non-profit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Association shall operate for the purpose of managing the Common Area and enforcing the provisions of the Enabling Declaration, the Phase III Enabling Declaration, any amendments thereto, and this Restated Declaration. The Association will be the governing body for all Owners of Chase Lane Village and will operate in accordance with the Enabling Declaration, any amendments to the Enabling Declaration, this Restated Declaration, the Articles of Incorporation (Exhibit "B" attached hereto and incorporated herein by this reference) and the Association Bylaws as they are set forth in Exhibit "C" attached hereto.

WHEREAS, it is the intention of the Lot Owners that Phases I and II be subject to this Restated Declaration whereby all three Phases shall be consolidated into one association to be known as the Chase Lane Village Homeowners Association, Inc.; and

WHEREAS, it is the intention of the Lot Owners that phase III to be subject to this Restated Declaration whereby all three Phases shall be consolidated into one association to be known as the Chase Lane Village Homeowners Association, Inc.; and

NOW, THEREFORE, To accomplish the Owners' objectives, the following Restated Declaration is adopted creating the Chase Lane Village Homeowners Association, Inc., a Utah non-profit corporation. The Enabling Declaration, any amendments thereto, and Bylaws of Chase Lane Village, Phases I and II are hereby restated and amended by this Restated Declaration. The Phase III Enabling Declaration, any amendments thereto, and Bylaws of Chase Lane Village, Phase III are hereby restated, replaced and amended by this Restated Declaration. If there is any conflict between this Restated Declaration and Bylaws and the Enabling Declaration and Bylaws, this document shall control.

This Restated Declaration shall become effective upon recording. The Chase Lane Village Enabling Declaration, any amendments and Bylaws; and the Enabling Declaration for Phase III and any amendments and Bylaws for Phase III are hereby restated, replaced and amended as follows:

## AMENDMENT

### ARTICLE 1 DEFINITIONS

- 1.1 "**Association**" shall mean and refer to the Chase Lane Village Homeowner's Association, Inc., a Utah non-profit corporation, its successors and assigns, formed in connection with this Restated Declaration.
- 1.2 "**Board of Trustees**" or "**Board**" shall mean and refer to a Board of the Association, consisting of at least seven (7) members whose duties shall be to manage the Association in accordance with the provisions of this Restated Declaration and the Association Bylaws.
- 1.3 "**Common Area**" shall mean all real property (including the improvements thereto) which are not part of a Lot. Such Common Area shall include, but shall not be limited to, easements granted for the common use and enjoyment of others.
- 1.4 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision maps of the Properties with the exception of the Common Areas.
- 1.5 "**Owner**" or "**Lot Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.6 "**Properties**" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, along with the Common Area appurtenant to each Lot, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE 2 CONSOLIDATION OF ALL PHASES INTO ONE ASSOCIATION

- 2.1 The Chase Lane I Owners and the Chase Lane III Owners shall be subject to this Restated Declaration and shall be joined into one Association to be known as the Chase Lane Village Homeowners Association, Inc. (Herein "Association").

### ARTICLE 3 CREATION OF NON-PROFIT CORPORATION

- 3.1 The Owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Chase Lane Village Homeowners Association, Inc. ("Association"), by filing with the State of Utah Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the Common Area within Chase Lane Village and governing the affairs of Chase Lane Village in accordance with the provisions of this

Restated Declaration, the Articles of Incorporation and the Bylaws.

- 3.2 By voting to approve this Restated Declaration, the Owners hereby agree to adopt the following documents:
- a. this Restated Declaration;
  - b. the Articles of Incorporation (Exhibit "B" attached hereto);
  - c. and the Bylaws of the Association (Exhibit "C" attached hereto)

as the governing documents of the Chase Lane Village Homeowners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Restated Declaration and the Enabling Declaration, this Restated Declaration shall control. To the degree the provisions of the Phase III Enabling Declaration, or any amendments thereto, or bylaws adopted in accordance therewith, are inconsistent with this Restated Declaration, the Enabling Declaration, or any amendments thereto, or the Bylaws adopted in accordance herewith, they are hereby repealed and replaced by this Restated Declaration, any amendments thereto, and the Bylaws adopted in accordance herewith.

#### ARTICLE 4 PROPERTY RIGHTS

- 4.1 **Owners' Easements of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) the right of the Association to charge reasonable assessments and other fees for the maintenance of any improvements situated upon the Common Area, or any portion thereof;
  - (b) the right of the Association to enforce the payment by any owner of the assessments made herein in accordance with the provisions herein;
  - (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such condition as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.
- 4.2 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.



**ARTICLE 5  
MEMBERSHIP AND VOTING RIGHTS**

- 5.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.
- 5.2 Members shall be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE 6  
COVENANT FOR MAINTENANCE ASSESSMENTS**

- 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. In a voluntary transfer of the Lot, the obligation for delinquent assessments shall pass to the Lot Owner's successors in title unless expressly waived by the Association.
- 6.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the Properties.
- 6.3 **Maximum Annual Assessment.** The maximum annual assessment may not be increased by the Board of Trustees more than five percent (5 %) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- 6.4 **Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Board may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property.
- 6.5 **Notice and Quorum for Any Action Authorized Under Sections 6.3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3

shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence at the meeting of members, including proxies, entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

- 6.6 **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- 6.7 **Date of Commencement of Annual Assessments: Due Dates.** The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- 6.8 **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Additionally, a late charge of up to twenty-five dollars (\$25.00) (as determined by written resolution of the Board) shall be added on payments made more than 10 days after due. Furthermore, no owner whose assessments are more than 30 days delinquent shall be entitled to vote at annual or special meetings.
- 6.9 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (Trust Deed power of sale) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 6.10 **Contingency Savings Funds: Safeguarding and Uses of Monies.** The management of monies paid by Owners or otherwise acquired by the Association and deposited to a savings and/or investment account to defray the costs of future needs, anticipated or unanticipated, is the responsibility of the Board. The Board shall appoint Chase Lane Village homeowners on an ad hoc basis to serve in an advisory capacity to assist in the safeguarding and enhancement of monies. The uses of contingency fund monies are limited to roof replacement, major damage to building exteriors and unanticipated large

scale catastrophic destruction to buildings and grounds. Contingency fund monies may not be committed without compliance with the following:

- (a) intent to commit contingency fund monies and the proposed use to be made of such monies must be announced to all homeowner association members in a public hearing thirty days (30) before any monies are legally obligated. Refer to item (c) below for the exception to this item.
- (b) contingency fund monies are to be expended in increments not less than twenty-five thousand dollars (\$25,000.00) per single identified need, e.g., one roofing contract, the damage from one flood, the damage from one destructive wind siege.
- (c) In the event of sudden large scale catastrophic destruction, expenditure of contingency funds may be authorized by a majority of the Board.
- (d) contingency fund monies may be used only after all applicable insurance coverages have been exhausted.

An advisory committee, appointed by the Board of Trustees, shall consist of three (3) homeowners whose duties shall be the overseeing, first of all, of the security of contingency fund monies and, secondarily, the enhancement of the monies.

Because of the relatively short terms of Chase Lane Homeowners Association Trustees (one to two years), members of the Contingency Fund Advisory Committee shall not be limited to a set term of service, but shall serve at the will of the Board until a successor can be found, or he or she otherwise resigns. A Board Member shall serve as an ex officio member of the Advisory Committee.

Contingency fund monies shall be an asset of Chase Lane Village, accruing to the net worth and accumulated resources of the Association as a total entity and not subject to withdrawal by individuals who choose to move from the Association. In the event of a repeal of the Restated Declaration and the dissolution of the Chase Lane Homeowners Association, Inc., other than incident to a merger or consolidation, the Board of Trustees shall, prior to the dissolution, distribute contingency fund monies in a manner consistent with the purposes for which the Association was established and in the best interest of Chase Lane Village.

## ARTICLE 7 EXTERIOR MAINTENANCE

- 7.1 In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, sprinkler systems and other exterior improvements. Such exterior maintenance shall not include glass surfaces, entry doors, garage doors serving vehicles, or snow, ice or debris removal from sidewalks or driveways. However,

entry doors may be painted by the Association as part of their long term painting cycle.

- 7.2 In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE 8 RESIDENTIAL AREA COVENANTS

- 8.1 **Land Use.** No Lot, nor building thereon, shall be used except solely for residential purposes.
- 8.2 **Architectural Control.** No fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- 8.3 **Patio Covers:**
- (a) the size of a patio cover may not exceed the present patio size of 26 feet long by 16 feet wide.
  - (b) Permanent addition of studded walls covered by siding is not permissible.
  - (c) The cover must be structurally sound and attractive, the color(s) coordinating with presently used coloring.
  - (d) In case of dispute of damage liability, the decision of the current insurance carrier of Chase Lane Village Homeowner's Association shall prevail
- 8.4 **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Association or the Architectural Control Committee will be permitted on a Lot or the Common Area, unless in an enclosed area designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or in the front or side of the Lots unless they are in running condition, properly licensed and are being regularly used, and no owner, or any other individual, shall be permitted to repair or otherwise work on such except in enclosed garages.

- 8.5 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 18"x24", advertising the property for sale or rent to be placed in the window of the unit for sale or rent.
- 8.6 **Animals.** Any animal or pet kept by any owner or any resident on any Lot shall be housed, that is it shall sleep and eat, inside the owner's residence, and when outside the owner's residence, shall be on a leash. All pet owners are subject to all City of Centerville and Davis County animal licensing and leash laws. All pet owners shall be responsible for cleaning their pet's excrement from the grounds.
- 8.7 **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept inside the owner's garage or patio except when placed outside the evening before or day of collection by the city. No unsightly material or other objects of any kind are to be stored on any Lot in view of the general public.
- 8.8 **Party Walls.** Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
- 8.9 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat to be recorded. Each Lot owner shall have an easement over the driveway leading to the garage connected to his unit. Such owner shall be required to keep the driveway and sidewalks appurtenant to his unit free from snow, ice, and debris.

**ARTICLE 9**  
**AGENT TO RECEIVE SERVICE OF PROCESS**

- 9.1 **Agent for Service of Process.** The name and address of the person in the State of Utah appointed as agent to receive service of process for the Association is:

Richard W. Jones, Esq.  
4605 Harrison Blvd., Third Floor

Ogden, Utah 84403

The Board of Trustees of the Association may amend this provision without a vote of the Association upon recording an amendment with the Davis County Recorder's Office.

**ARTICLE 10  
ADJUSTMENT IN PERCENTAGES OF COMMON AREAS**

- 10.1 **Percentage Interest.** In connection with this Restated Declaration, the percentage interest and ownership in the Common Areas appurtenant to each Lot shall be uniform and equal for each Lot.
- 10.2 **Voting Interests.** The percentage of ownership in the Common Areas and facilities shall be for all purposes, including voting. Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE 11  
ATTORNEY FEES**

- 11.1 **Attorney Fees.** In the event of any default or enforcement proceedings arising out of the provisions of this Restated Declaration with or without legal action, the prevailing party shall be entitled, in addition to the remedies and damages awarded in such proceeding, to recover their costs and a reasonable attorney fee.

**ARTICLE 12  
LIENS**

- 12.1 **Liens.** If any Lot Owner fails or refuses to make any payment of the Common Expenses or an Assessment when due, that amount constitutes a lien on the interest of the Owner in the property.
- 12.2 **Foreclosure of Lien.** Such lien may be enforced by judicial or non-judicial foreclosure by the Association in the same manner in which mortgages and trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding the costs and expenses of filing the notice of lien and all reasonable attorney fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report,

reasonable attorney fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, the Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

**ARTICLE 13  
NO BUSINESSES**

- 13.1 Inasmuch as Chase Lane Village is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Chase Lane Village except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Chase Lane Village Restated Declaration, Bylaws, and the following rules and regulations:
- (a) Customers, patrons, guests, clients or individuals may come to a residence for business activity on a very limited scale and no more than one person at a time.
  - (b) No products may be sold from or delivered to the residence.
  - (c) Only services that are performed chiefly by use of the telephone and computer, such as consulting, tax preparation, computer or Internet businesses, may be provided at the residence as limited by city ordinance;
  - (d) Any vehicles used in the business must comply with the Condominium Association parking rules.
  - (e) No business activities may be conducted between the hours of 8:00 p.m. and 8:00 a.m.

**ARTICLE 14  
LEASING OF HOMES- RESTRICTIONS**

WHEREAS, the Owners at Chase Lane desire to preserve and enhance the quality of life at Chase Lane and have purchased their home at Chase Lane for the purpose of using their home as an owner occupied single family residence; and

WHEREAS, the Owners believe the planned Lot development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, because the Owners at Chase Lane own a shared and undivided interest in Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and not be used by those who do not possess an ownership interest in the Common Area; and

WHEREAS, the Owners realize that the value of their homes are directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied homes that can exist in a planned Lot development; and further, when too high a percentage of non-owner occupied homes exist in a planned Lot development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting Owners' ability to sell their homes and depressing the value of all the homes at Chase Lane; and

WHEREAS, the Owners desire to live in a planned Lot development community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Chase Lane, and have determined through the years of their collective experience that Owners are more responsive to the needs of the planned Lot development community, take a greater interest and care of the Common Area, and are generally more respectful of the planned Lot development rules;

THEREFORE, To accomplish the Owners' objectives, the following is adopted limiting and restricting the number of homes that may be rented at Chase Lane:

- 14.1 The leasing of Lots at Chase Lane Condominium is prohibited unless the leasing is consistent with this section.
- 14.2 Not more than ten Lots at Chase Lane shall be occupied by non-Owners at any one time.
- 14.3 No Lot may be leased for more than a total of twelve (12) months in any twenty-four month period.
- 14.4 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Chase Lane Board who shall determine compliance with this section.
- 14.5 Any Owner desiring to lease his or her Lot or to have his or her Lot occupied by a non-Owner shall notify the Association in writing of their intent to lease their Lot. The Association shall maintain a list of those Owners who have notified it of an intent to lease their Lot and shall



grant permission to Owners to lease their Lot in the same order the Association receives the written notice of intent to lease a Lot from the Owners. No permission shall be granted to lease a Lot until less than ten of the Lots at Chase Lane are occupied by a non-Owner.

- 14.6 The restrictions herein shall not apply if a Owner moves from his Lot (a) due to temporary (less than three years) military, humanitarian, religious or charitable activity or service, and (b) leases his or her Lot with the intent to return to occupy his or her Lot when the military, humanitarian, religious or charitable service has concluded. Nor shall the restrictions herein apply if a parent or child leases their Lot to a family member (parent, child or siblings).
- 14.7 Any Owner who violates this section shall be subject to a fine of \$25.00 per day according the provisions set forth in the Chase Lane Rules, and/or to a complaint for an injunction seeking to terminate the lease in violation of this section. If the Chase Lane Condominium Association is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating Lot Owner shall be liable for all attorney fees and court costs incurred by the Association in enforcing this section.
- 14.8 Those homes that are currently occupied by non-Owners may continue to be occupied by non-Owners until the first of the following events occurs: (a) The Owner conveys his or her interest in the home to a new Owner, or (b) No home which is currently occupied by a non-Owner shall continue to be occupied by a non-Owner after three years from the effective date of this Restated Declaration.
- 14.9 When renting or leasing a Lot, a Owner shall abide by the following: Any agreement for the leasing, rental, or occupancy of a home (hereinafter referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Association governing documents, and that any failure by the tenant or occupant to comply with the terms of the governing documents shall be deemed to constitute a material default under the lease. If a lease does not contain the foregoing provision, then such language shall nevertheless be deemed to be a part of the lease and binding on the Owner and tenant or occupants by virtue of their inclusion in this Restated Declaration. No Owner or tenant may lease individual rooms to separate persons or less than his entire home. Any Owner who shall lease his home shall be responsible for assuring compliance by the resident with the governing documents. Failure by an owner to take legal action, including the institution of an eviction proceeding against a resident who is in violation of the governing documents within ten (10) days after receipt of written demand so to do from the Association, shall entitle the Association to take any and all such action including the institution of eviction proceedings for and in behalf of such Owner against his resident. The Association shall not be liable to the Owner or resident for any eviction instituted pursuant hereto and in good faith. Any costs and expenses incurred by the Association, including attorney fees, shall be deemed to be an individual assessment. The amount of said individual assessment is the debt of the Owner at the time the assessment is made and is collectible as such. If any Owner fails or refuses to pay said expenses when due, that amount constitutes a lien on the interest of the owner in the property.

**ARTICLE 15  
TRANSFER FEE PAID BY BUYER**

- 15.1 A non-refundable Transfer Fee of \$100.00, made payable to Chase Lane Village Homeowners Association, shall be paid upon the transfer of the title of any Lot at Chase Lane Village. The Board of Trustees may increase or decrease by written resolution, the amount of the transfer fee in the best interest of the Association.

**ARTICLE 16  
COMPENSATION FOR SERVICES BY BOARD MEMBERS**

- 16.1 **Compensation.** Board members may be compensated for their services as described herein and shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board. Board members who do bookkeeping services for the association (paying bills, receiving monthly payments from association members, preparing tax returns, etc.) shall only be paid pursuant to a written contract entered into with the Board that specifically describes the services to be performed and the amount of compensation to be received.
- 16.2 Board members may be compensated for attendance at monthly Board meetings and for their services to the Association as set forth in a schedule established by the Board and distributed to unit owners. Such compensation shall not exceed the sum of \$50.00 per month and may be paid in the form of a credit toward the board member's monthly HOA dues. Board members may be paid for other services provided to the association in connection with time they spend in behalf of association business, but only to the extent such payments are authorized in writing in advance by a majority of the Board. This Article 16.2 shall not be increased except upon the approval of not less than sixty-seven percent (67%) of the owners in attendance at an annual meeting of the Association.

**ARTICLE 17  
SPECIAL ONE-TIME ASSESSMENT OF PHASE III OWNERS**

- 17.1 **Payment of Fees into Capital Account.** Chase Lane I has in its various accounts a sum of money funded over a period of many years by payments from existing Chase Lane I Owners. Upon consolidation, Chase Lane III Owners shall receive an interest in the Association's accounts. To bring all Lot Owners onto equal footing, the Chase Lane III Owners shall contribute to the Association's account at the time this Restated Declaration is recorded at the Davis County Recorder's Office, a sum of not less than \$11,000.00, which amount shall become an assessment against the Chase Lane III Owners until paid in full.

**ARTICLE 18  
SALE OF DESIGNATED PART OF COMMON AREA**

- 18.1 A special one-time sale of a designated part of Chase Lane I's Common Area located between the units at house number 522 and 468 on 1250 North is hereby authorized by the Chase Lane I Owners. The proceeds of this sale shall be used for the following improvements in Phases I and II: completion of fencing and other projects as determined by the Board.

**ARTICLE 19  
AMENDMENT**

- 19.1 **Amendment Recorded.** All amendments to this Restated Declaration or any other governing document recorded against any Lot in Chase Lane Village, must be approved by two-thirds (2/3) of the Owners and shall be effective upon recordation in the Office of the County Recorder of Davis County, Utah.
- 19.2 **Consent in Lieu of Vote.** In any case in which there is an amendment, such amendment may be approved by the Owners by obtaining, with or without a meeting, consents in writing to such amendment from the Owners who collectively hold the required percentages, subject to the following conditions:
- (a) **Ninety-Day Limit.** All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained; and
  - (b) **Change In Ownership.** Any change in ownership of a Lot which occurs after a written consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose and the written consent of the new Owner must be obtained.
  - (c) **Revocation of Conflicting Provisions.** Any provisions in the Enabling Declaration or any amendments are hereby revoked and replaced by this Article 19.

**ARTICLE 20  
GENERAL PROVISIONS**

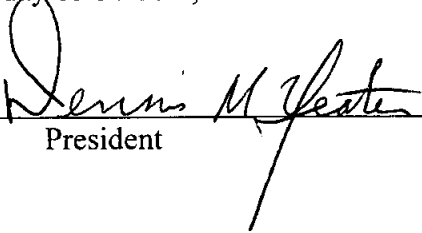
- 20.1 By approving this Restated Declaration, the Chase Lane I Owners and the Chase Lane III Owners represent there are no outstanding claims against their separate associations, and further agree that should any claim of any nature be made against the Chase Lane I Owners or against the Chase Lane III Owners relating to actions or liabilities that arose prior to the time Chase Lane I Owners and Chase Lane III Owners combined under the provisions of this Restated Declaration into a single association, that the Owners of each separate association shall be fully liable and responsible for the payment or resolution of any and all damages, costs and expenses arising from such claim.

- 20.2 **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner or resident in violation of any restriction, condition or covenant shall, in addition to any other obligation he/she may be responsible for, be liable for the costs of enforcement and collection, including but not limited to reasonable attorney fees.
- 20.3 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**CERTIFICATION BY CHASE LANE I AND II**

It is hereby certified that Chase Lane I and II Owners holding two-thirds (2/3) of the voting power of the Chase Lane I and II Owners Association have voted to approve this Restated Declaration.

IN WITNESS WHEREOF, this 28 day of October, 2008.

By   
President

**CERTIFICATION BY CHASE LANE III**

It is hereby certified that Chase Lane Owners holding two-thirds (2/3) of the voting power of the Chase Lane III Association have voted to approve this Restated Declaration.

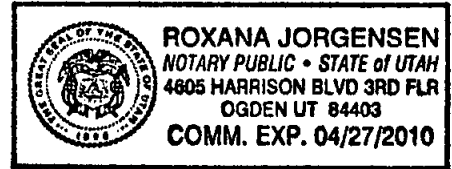
IN WITNESS WHEREOF, this 25 day of October, 2008.

By   
President

STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

On this 28 day of October, 2008, personally appeared before me Dennis Yeates who, being by me duly sworn, did say that (s)he is President of Chase Lane Village Homeowners Association (Phases I and II) and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me (s)he executed the same.

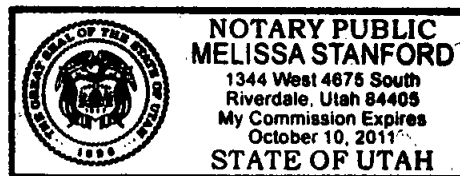
Roxana Jorgensen  
Notary Public



STATE OF UTAH )  
 :SS.  
COUNTY OF DAVIS )

On this 25<sup>th</sup> day of October, 2008, personally appeared before me KIM Leishman who, being by me duly sworn, did say that (s)he is President of Chase Lane Village Homeowners Association (Phase III) and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me (s)he executed the same.

Melissa Stanford  
Notary Public



# Exhibit "A"

## Legal Description

-RECORDER'S MEMO-  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED

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WHEN RECEIVED

**EXHIBIT "A"**

**Legal Description of existing Lots at Chase Lane Village**

**ALL OF UNITS 101 THROUGH 126, CHASE LANE VILLAGE PHASE I, PUD,  
CENTERVILLE CITY, DAVIS COUNTY, UTAH. [02-105-0101 THRU 02-105-0126]**

**ALL OF UNITS 127 THROUGH 190, CHASE LANE VILLAGE, PHASE II, PUD,  
CENTERVILLE CITY, DAVIS COUNTY, UTAH. [02-110-0127 THRU 02-110- 0190]**

**ALL OF UNITS 191 THROUGH 206, CHASE LANE VILLAGE, PHASE III, PUD,  
CENTERVILLE CITY, DAVIS COUNTY, UTAH. [ 02-203-0191 THRU 02-203-0206]**

# Exhibit "B"

## Articles of Incorporation

—RECORDER'S MEMO—  
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—RECORDER'S MEMO—  
LEGIBILITY OF TYPING OR PRINTING  
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# Articles of Incorporation FOR CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION, INC.

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Nonprofit Corporation Act, adopt the following Articles of Incorporation:

**Name.** The name of the Corporation is CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION, INC. (herein referred to as the "Corporation").

**Duration.** The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

**Purposes.** The purposes of the Corporation are to function in behalf of the members of the Chase Lane Village Homeowners Association, Phases I, II and III, located in Davis County, Utah, and to enforce the Covenants, Conditions and Restrictions as set forth in the Restated Declaration for Chase Lane Village, as adopted in connection with the filing of these Articles of Incorporation, and any amendments thereof, and to provide the other services and perform all of the other functions set forth in the Restated Declaration and any amendments thereto, and as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

**Membership/Stock.** The Owners of the Corporation shall be the Lot Owners in all of Chase Lane Village, located in Davis County, Utah. Membership is appurtenant to the Lot, and shall pass automatically to the Owner of that Lot upon conveyance of title. There shall be issued up to 108 shares in the Corporation. The Lot Owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all Owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
  - a. **Voting.** Each Lot Owner shall have one (1) vote based as provided in the Chase Lane Village Homeowners Association Declaration and Bylaws.
  - b. **Subject to Assessment.** No vote shall be cast or counted for any Lot not subject to assessment.

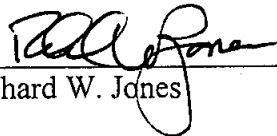
- c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advise, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.
- d. **Number of Shares.** The Corporation is authorized to issue up to 108 shares of Class A stock.
2. Class A shares shall have unlimited voting rights.
3. The owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

**Registered Agent.** The registered agent for the Corporation is:

Richard W. Jones, Esq.  
4605 Harrison Blvd., Third Floor  
Ogden, UT 84403

**Acceptance of Appointment**

I, Richard W. Jones, hereby accept the appointment as the registered agent for CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION, Inc.

  
\_\_\_\_\_  
Richard W. Jones

**Bylaws.** Bylaws have been adopted in accordance with the Restated Declaration for Chase Lane Village. The Corporation hereby adopts the Bylaws of the Association as set forth as Exhibit "C" to the Restated Declaration .

**Address of Corporation's Registered Office.** The principal place of business of the Corporation, and its initial offices are located at 1220 North. 450 West, Centerville, Utah 84014. The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

**Distributions.** No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth above.

**Dissolution.** Upon the dissolution of the corporation, assets shall be distributed to the members of the corporation on the same percentage as votes and assessments are allocated and as set forth in the Chase Lane Village Homeowners Association Declaration and Bylaws.

**Board of Directors.** The initial Board shall consist of seven (7) Directors of the Corporation. The initial Board of Directors, who will serve until the election of officers and directors at the first annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Dennis M Yeates	1153 N 725 West, Centerville UT 84014
Peggy Stockton	647 W 1175 North, Centerville UT 84014
Dorothy James	1241 N 575 West, Centerville UT 84014
Wilford Boren	1192 N 450 West, Centerville UT 84014
Jesse Wunderlich	1199 N 450 West, Centerville UT 84014
Marian Findlay	1209 N 575 West, Centerville UT 84014
Kim Leishman	1131 N 700 West, Centerville UT 84014

The directors will elect one of them to act as President until the first annual member's meeting.

**Officers.** The initial officers of the corporation are:

President	Dennis M Yeates
Secretary	Dorothy James
Treasurer	Peggy Stockton

**Annual Meeting.** The first annual meeting of the members shall be held in February 2009, and each subsequent regular annual meeting of the members shall be held on the same month of each year thereafter, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided that the Board of Directors may by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. At such first meeting, the current members shall elect three Directors for a term of two (2) years. The four remaining Directors currently serving shall continue serving for the remainder of their two year term. All Directors shall continue to serve until their successors shall be elected and shall qualify. Only current members of Lots owned in the Association shall be elected directors.

**Limitations on Liability.** The officers, directors, and members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

**Incorporators.** The incorporators of the Corporation are:

Dennis M Yeates	1153 N 725 West, Centerville UT 84014
Peggy Stockton	647 W 1175 North, Centerville UT 84014
Dorothy James	1241 N 575 West, Centerville UT 84014

**Amendment.** These Articles of Incorporation may be amended from time to time as authorized by the Restated Declaration, any amendments thereto, and as permitted by law.

In Witness Whereof, we, Dennis M. Yeates, Peggy Stockton, and Dorothy James, have executed these Articles of Incorporation in duplicate this 25 day of October, 2008, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our

knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.

Dennis M Yeates  
Incorporator

Dorothy James  
Incorporator

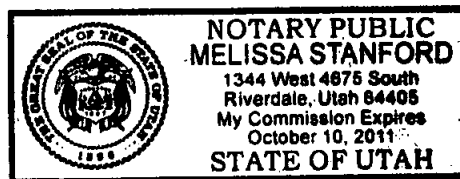
Peggy Stockton  
Incorporator

State of Utah                    )  
  : ss  
County of Davis                )

On the 25<sup>th</sup> day October, 2008, the foregoing instrument was acknowledged and verified before me by Dennis M. Yeates, Peggy Stockton, and Dorothy James, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that they are the incorporators of Chase Lane Village Homeowners Association, Inc., and that they signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 25<sup>th</sup> day of October, 2008.

M Stanford  
Notary Public



# Exhibit "C"

## Bylaws

-RECORDER'S MEMO-  
QUALITY OF TYPING OR PRINTING  
AFFECTS COPY IN THE DOCUMENT  
WHEN RECEIVED

Bylaws  
of  
Chase Lane Village Homeowners  
Association, Inc.

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**BYLAWS  
OF  
CHASE LANE VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

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**ARTICLE I  
IDENTITY**

- 1.1 These are the Bylaws of the Chase Lane Village Homeowners Association, Inc., ("Association") also known as Chase Lane Village HOA.

**ARTICLE II  
NAME AND LOCATION**

- 2.1 The name of the corporation is Chase Lane Village Homeowners' Association, Inc. a nonprofit membership association hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1220 North 450 West, Centerville, Utah 84014, but meetings of members and directors may be held at such places within the State of Utah, County of Davis, as may be designated by the Board of Trustees.

**ARTICLE III  
DEFINITION**

- 3.1 Capitalized words used herein shall have the same meaning as defined in the Restated Declaration of Chase Lane Village which was adopted at the same time these Bylaws were adopted.
- 3.2 "**Member**" shall mean and refer to those persons entitled to membership as provided in the Restated Declaration.

**ARTICLE IV  
MEETINGS OF MEMBERS**

- 4.1 **Annual Meetings.** Regular annual meetings of the members shall be held on or about the first (1<sup>st</sup>) Saturday of February of each year at a time when the majority of members may be present.
- 4.2 **Special Meeting.** Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of one-fourth (1/4) of all of the members who are entitled to vote.
- 4.3 **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or



at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

- 4.4 **Quorum.** The presence at the meeting of members, including proxies, entitled to cast one-half (½) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restated Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- 4.5 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE V

#### BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

- 5.1 **Number.** The affairs of this Association shall be managed by a Board of seven (7) Trustees, who must be members of the Association.
- 5.2 **Term of Office.** At the first annual meeting in February 2009, the Members shall elect three Directors for a term of two (2) years. The four remaining Directors currently serving shall continue serving for the remainder of their two year term. At each annual meeting thereafter, the Association members shall elect such numbers of Trustees as needs be to maintain seven (7) Trustees or such number as, by amendment, be established for such Board. All Directors shall continue to serve until their successors shall be elected and shall qualify. Only current members of Lots owned in the Association and who are current in the payment of their Association assessment shall be elected directors.
- 5.3 **Resignation and Removal.** Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustees, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Any Trustee who becomes delinquent in the payment of their Association assessment by more than 60 days shall automatically be removed from the Board.
- 5.4 **Compensation.** Trustees may receive compensation for service as set forth in the Restated Declaration.
- 5.5 **Action Taken Without a Meeting.** The Trustees shall have the right to take any action

in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

**ARTICLE VI  
NOMINATION AND ELECTION OF TRUSTEES**

- 6.1 **Nomination.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairperson, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall, in its discretion, determine to be necessary, but not less than the number of vacancies that are to be filled.
- 6.2 **Election.** Election to the Board of Trustees shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restated Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VII  
MEETINGS OF TRUSTEES**

- 7.1 **Regular Meetings.** Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.
- 7.2 **Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two (2) Trustees, after not less than three (3) days' notice to each Trustee.
- 7.3 **Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VIII  
POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

- 8.1 **Powers.** The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Restated Declaration;
- (d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustee; and
- (e) within budgeted funds, obtain the services of a manager, an independent contractor, an attorney, or such other independent contractors as they deem necessary, and to prescribe their duties.

8.2 **Duties.** It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and independent contractors of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Restated Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period'
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid for an unreasonable length of time not to exceed sixty (60) days or bring an action at law against the owner personally obligated to pay the same.
  - (4) issue, or cause an appropriate officer to issue, upon demand by any person,

a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states and assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (5) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (6) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (7) cause the Common Area to be maintained;
- (8) cause the exterior of the dwellings to be maintained.

## ARTICLE IX OFFICERS AND THEIR DUTIES

- 9.1 **Enumeration of Offices.** The officers of this Association shall be a president and vice-president, who shall, at all times, be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.
- 9.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.
- 9.3 **Term.** The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- 9.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, for time to time, determine.
- 9.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 9.6 **Vacancies.** A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- 9.7 **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.

9.8 **Duties.** The duties of the officers are as follows:

(a) **President**

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President**

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

(c) **Secretary**

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

(d) **Treasurer**

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; keep proper books of account; cause an annual review of the Association books to be made 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 members.

**ARTICLE X  
COMMITTEES**

10.1 The Association shall appoint an Architectural Control Committee, as provided in the Restated Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE XI  
BOOKS AND RECORDS**

11.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restated Declaration, the

Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XII  
ASSESSMENTS**

- 12.1 As more fully provided in the Restated Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessments is made. Any assessments which are not paid by the tenth (10<sup>th</sup>) day of the month shall be subject to a late payment penalty to be determined by the Board. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XIII  
COMPLAINT RESOLUTION**

- 13.1 Concerns regarding maintenance of the common areas, functioning of the Board of Trustees, funds, and other topics within the scope of these Bylaws should be submitted in writing except in emergency situations; however, emergencies will need to be followed up with written notice submitted to the President of the Board of Trustees for resolution. Concerns regarding noise, traffic, streets, and public works should be addressed to the appropriate civic authority.

**ARTICLE XIV  
AMENDMENTS**

- 14.1 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members. Any amendment must be recorded in the office of the Davis County Recorder, State of Utah.
- 14.2 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 Restated Declaration and these Bylaws, the Restated Declaration shall control.

# CHASE LANE VILLAGE

## APPROVAL OF THE RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHASE LANE VILLAGE

The undersigned is an owner of a home at Chase Lane Village and is acting in behalf of all persons who have an ownership interest in the unit indicated. I have been provided a copy of the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Chase Lane Village, and understand that, among other things, this Restated Declaration provides for the combining of Chase Lane Village, Phases I and II, with Chase Lane Village, Phase III and the additional common area and 16 additional units that are part of Chase Lane Village, Phase III. By signing this document I am approving the expansion of Chase Lane Village PUD to include all 108 lots and units that currently make up Chase Lane Village, Phases I, II and III, and am also voting in favor of adopting the Restated Declaration and all the provisions contained therein.

Name	Unit #	Name	Unit #
<u>Lois M. Hansen</u>	<u>193</u>	_____	_____
<u>Kristie Chambers</u>	<u>194</u>	_____	_____
<u>Gene M. Johnson</u>	<u>195</u>	_____	_____
<u>Mark E. Anderson</u>	<u>192</u>	_____	_____
<u>Carol D. Gray</u>	<u>198</u>	_____	_____
<u>Carol McDrath</u>	<u>199</u>	_____	_____
<u>Ann M. Gushman</u>	<u>197</u>	_____	_____
<u>Jack F. Powell</u>	<u>206</u>	_____	_____
<u>Bonnie L. Miskin</u>	<u>191</u>	_____	_____
<u>Carolyn Newman</u>	<u>201</u>	_____	_____
<u>Lisa Haaga</u>	<u>204</u>	_____	_____
<u>Ann M. Ansell</u>	<u>203</u>	_____	_____
<u>Bill [Signature]</u>	<u>202</u>	_____	_____
<u>Genevieve [Signature]</u>	<u>196</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____









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Name	Unit #	Name	Unit #
<u>Nadine Talbot</u>	<u>548W1175N</u>		<u>125</u>
<u>Saye Peterson</u>	<u>1193N.450W.</u>		<u>119</u>
<u>Bonnie Whisford</u>	<u>482W.117570.</u>		<u>118</u>
<u>Fay S. Rankin</u>	<u>488W.117570. Cent., UT</u>		<u>117</u>
<u>Susan C. Paulis</u>	<u>1229 N. 450 W.</u>		<u>122</u>
<u>Robert B. Abella</u>	<u>1241 <del>W</del> 450 W.</u>		<u>123</u>
<u>Cynthia Rosales</u>	<u>1249N 450W.</u>		<u>124</u>
<u>Brent &amp; Jan Tades</u>	<u>1250N. 462W</u>		<u>103</u>
<u>Genel R DeRue</u>	<u>481W125070</u>		<u>125</u>
<u>Sandra Boyd</u>	<u>487W1250N.</u>		<u>126</u>
<u>Alan M Schultz</u>	<u>549W125070</u>		<u>128</u>
<u>Joe E. Fri Wunderschil</u>	<u>1199No.450W.</u>		<u>120</u>





# CHASE LANE VILLAGE

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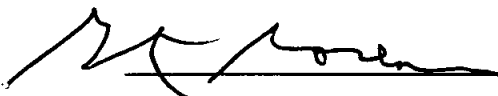
Name	Unit #	Name	Unit #
<del>Meredith Anson</del>	<del>1203</del> 181		
Phyllis B. Morgan	<del>133</del> 133		
<del>Arthur James</del>	185		
D. Eugene Baker	130		
Marian Handloff	182		
Robert Gerard	186		
Jean D. Bzhu	188		
Lyril Pisco	189		
Anna Seaman	129		
Richard Collins	187		
Bonnie Walkington	132		
Donald Anderson	134		
Kate M. Jersell	180		



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Name	Unit #	Name	Unit #
	121		







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Name	Unit #	Name	Unit #
<i>Rena M. Christie</i>	145	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



