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AMENDMENT  
TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
DANBURY LANE CONDOMINIUMS  
PHASES I THROUGH IX

AUGUST 2021

**AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM  
OF  
DANBURY LANE CONDOMINIUMS  
PHASES I THROUGH IX**

This Amendment to the Amended and Restated Declaration of Condominium of Danbury Lane Condominiums Phases I Through IX ("Amendment") is made and executed on the date shown below by the Danbury Lane Condominium Home Owner's Association ("Association") after having been voted upon and approved by the Unit Owners at Danbury Lane Condominiums ("Danbury Lane").

**RECITALS**

WHEREAS, Danbury Lane Condominiums was created by the Declaration of Condominium of Danbury Lane Phase I, an Expandable Condominium Community ("Enabling Declaration"), recorded in the records of Davis County, Utah, on or about May 12, 1986, as entry # 0737254; and

WHEREAS, several amendments to the Enabling Declaration were recorded in the records of Davis County, Utah between 1986 and 2012; and

WHEREAS, the Amended and Restated Declaration of Condominium of Danbury Lane Condominiums Phases I through IX ("Restated Declaration") was recorded in the office of the Davis County Recorder on August 17, 2012, as entry # 2680750; and

WHEREAS, the Restated Declaration amended and replaced the Enabling Declaration and all amendments to the Enabling Declaration that were recorded prior to 2012; and

WHEREAS, the Danbury Lane Condominiums Unit Owners desire to amend the Restated Declaration to preserve and enhance the quality of life at Danbury Lane; and

NOW THEREFORE, To accomplish the Unit Owners' objectives, the following amendments are adopted. If there is any conflict between this Amendment and any provision in the Restated Declaration, this Amendment shall prevail. The words defined in the Restated Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. This Amendment shall become effective upon recording. The Restated Declaration is amended as follows:

## **AMENDMENT**

### **ARTICLE I REINVESTMENT FEE**

WHEREAS, the Board of Directors ("Board") for the Association has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a unit within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling units; and

WHEREAS, the Board and members of the Association have determined that a Reinvestment Fee would be appropriate and is needed for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units.

WHEREAS, to offset the additional cost borne by the Association in connection with the upkeep and maintenance of the common area, the members of the Association have determined that a new purchaser of a unit within the Association shall be assessed a non-refundable Reinvestment Fee of \$500.

NOW THEREFORE, To accomplish the Unit Owners' objectives, the Unit Owners adopt the following reinvestment fee requirements:

- 1.1 The Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be \$500. The Reinvestment Fee shall be paid by the purchaser of a Unit whenever a Unit is sold, transferred or conveyed to a new Unit Owner.
- 1.2 In no event shall the Reinvestment Fee exceed the amount of 0.5% of the value of the Unit being transferred.
- 1.3 The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit A, and is intended to bind successors in interest and assigns of the real property described in Exhibit A, attached hereto.
- 1.4 The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit A, attached hereto.
- 1.5 The duration of the Reinvestment Fee covenant is for a period of 50 years.
- 1.6 The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units described in Exhibit A, attached hereto, and

to pay for association expenses as defined in UCA 57-1-46.

- 1.7 The Reinvestment Fee shall not be enforced in the following circumstances or situations:
- a. an involuntary transfer;
  - b. a transfer that results from a court order;
  - c. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
  - d. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
  - e. the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$250.

## ARTICLE II ELECTRONIC NOTICE

- 2.1 **Notification by Mail, Website and Email.** Any notice permitted or required to be delivered by the Board or from the Association to the Unit Owners may be delivered either personally, by U.S. mail, or by electronic means.
- 2.2 **U.S. Mail.** If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Unit Owner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the unit of such person if no address has been given. Such addresses may be changed by Unit Owners from time to time by notice in writing to the Board of Directors.
- 2.3 **Electronic Notice.** If notice is by electronic means, any notice delivered by the Association to Unit Owners under the provisions of the Restated Declaration or amendments thereto may be sent by electronic means, including but not limited to text message, email, Facebook, Instagram, the Association's website (if any) or any other well known and widely used electronic means. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When notices are sent electronically, the Association shall first compile a list of Unit Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Unit Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable

electronic means, of all Association meetings and business to those Unit Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Unit Owner by mail.

- 2.4 **Personal Notice.** If notice is by personal means, notice may be delivered to Unit Owners by hand delivery directly to the Unit Owner or a responsible occupant of a Unit Owner's Unit, or by securely attaching a copy of the notice to the front entry door of the Unit Owner's Unit.

### ARTICLE III FEE FOR PROVIDING PAYOFF INFORMATION AT CLOSING

- 3.1 **Fee Authorized.** Pursuant to U.C.A. §57-8-6.3, the Association is authorized to charge a fee of up to \$50.00 when charging a fee for providing Association payoff information needed in connection with the closing of a Unit Owner's financing, refinancing, or sale of the Owner's Unit. Notwithstanding the foregoing, the Association may not require this fee to be paid before closing.

### ARTICLE IV MAINTENANCE CHART

- 4.1 **Adoption of Maintenance Chart.** Each Unit Owner shall have the maintenance responsibilities regarding the Owner's Living Unit as set forth in the Maintenance Chart Attached hereto as Exhibit "A". Such maintenance shall also include repair or replacement of window glass on such Unit Owner's Unit and the repair or replacement of the portion of any utility lines that only serve that Unit and are located within the Unit. The Association shall have no obligation regarding maintenance or care of the interior of any Unit except as expressly covered by insurance or as described in the Maintenance Chart attached as Exhibit "A". No Unit Owner shall attach anything to the exterior Unit without the prior written consent of the Board. If there is any conflict between any provision in the Restated Declaration and any portion of the Maintenance Chart, the Maintenance Chart shall control.

### ARTICLE V RESERVE FUND

- 5.1 **Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance of Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law.
- 5.2 **Replacement.** Paragraph 14(i) of the Restated Declaration, titled "Reserve Fund," is hereby repealed in its entirety and is replaced by Paragraph 5.1 above.

**ARTICLE VI**  
**EQUAL COMMON AREA OWNERSHIP, ASSESSMENTS AND VOTING**

- 6.1 **Equal Ownership of Common Area.** Each Unit Owner shall own an equal and undivided interest in the Common Areas and Facilities. Notwithstanding any language in the Restated Declaration to the contrary, Common Area ownership shall not be computed on a square footage basis.
- 6.2 **Equal Assessments.** Each Unit Owner shall be required to pay an equal portion of all Association Common Assessments and Special Assessments, as has been the practice of the Association for many years. Notwithstanding any language in the Restated Declaration to the contrary, Assessments shall not be computed on a square footage basis.
- 6.3 **Equal Vote.** Each Unit Owner shall have an equal vote on all matters that are voted on by the Association membership. Notwithstanding any language in the Restated Declaration to the contrary, voting rights shall not be computed on a square footage basis.

**ARTICLE VII**  
**REPEAL OF CONFLICTING LANGUAGE**

- 7.1 **Repeal.** Any language in the Restated Declaration that conflicts with any of the language in this Amendment is hereby repealed.

[Certification on Next Page]

**CERTIFICATION**

It is hereby certified that this Amendment has been consented to and approved by Unit Owners representing one hundred percent (100%) of the Owners at Danbury Lane Condominiums. It is further certified that this Amendment has been properly adopted according to the requirements of the Restated Declaration, as defined above.

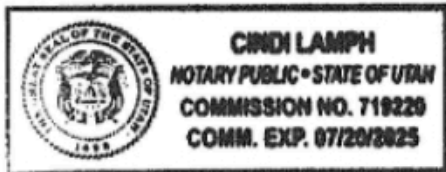
IN WITNESS WHEREOF, this 4 day of February, 2022.

DANBURY LANE CONDOMINIUM HOME  
OWNER'S ASSOCIATION

By: *Robert Chamberlain*  
President

STATE OF UTAH            )  
  :ss.  
COUNTY OF DAVIS        )

On this 4 day of February, 2022, personally appeared before me Robert Chamberlain, who, being by me duly sworn, did say that (s)he is President of the Danbury Lane Condominium Home Owner's Association and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



*Cindi Lamph*  
Notary Public

## **EXHIBIT "A"**

### **Legal Description of Units**

The following Units that are part of Danbury Lane Condominiums, Bountiful City, Davis County, Utah:

All of Units 101 through 104, Danbury Lane Condo Phase I, Bountiful City, Davis County, Utah  
[03-124-0101 through 0104]

All of Units 301 through 304, Danbury Lane Condo Phase I, Bountiful City, Davis County, Utah  
[03-124-0301 through 0304]

All of Units 201 through 204, Danbury Lane Condo Phase 2, Bountiful City, Davis County, Utah  
[03-125-0201 through 0204]

All of Units 501 through 502, Danbury Lane Condo Phase 2, Bountiful City, Davis County, Utah  
[03-125-0501 through 0502]

All of Units 601 through 605, Danbury Lane Condo Phase 3, Bountiful City, Davis County, Utah  
[03-128-0601 through 0605]

All of Units 401 through 404, Danbury Lane Condo Phase 4, Bountiful City, Davis County, Utah  
[03-131-0401 through 0404]

All of Units 1001 through 1002, Danbury Lane Condo Phase 5, Bountiful City, Davis County, Utah  
[03-132-1001 through 1002]

All of Units 1101 through 1103, Building 11, Danbury Lane Condo Phase 6, Bountiful City, Davis County, Utah  
[03-133-1101 through 1103]

All of Units 1201 through 1202, Building 12, Danbury Lane Condo Phase 7, Bountiful City, Davis County, Utah



[03-134-1201 through 1202]

All of Units 701 through 702, Building 7, Danbury Lane Condo Phase 8, Bountiful City, Davis County, Utah

[03-135-0701 through 0702]

All of Units 801 through 802, Building 8, Danbury Lane Condo Phase 8, Bountiful City, Davis County, Utah

[03-135-0801 through 0802]

All of Units 901 through 902, Building 9, Danbury Lane Condo Phase 8, Bountiful City, Davis County, Utah

[03-135-0901 through 0902]

All of Units 1301 through 1302, Building 13, Danbury Lane Condo Phase 9, Bountiful City, Davis County, Utah

[03-140-1301 through 1302]

All of Units 1401 through 1402, Building 14, Danbury Lane Condo Phase 9, Bountiful City, Davis County, Utah

[03-140-1401 through 1402]

All of Units 1501 through 1502, Building 15, Danbury Lane Condo Phase 9, Bountiful City, Davis County, Utah

[03-140-1501 through 1502]

**EXHIBIT "A"**

<b>MAINTENANCE RESPONSIBILITIES- DANBURY LANE CONDOMINIUMS</b>			
Association and owners' responsibilities for maintenance are as follows:			
		<b>HOA</b>	<b>OWNER</b>
<b>EXTERIOR</b>			
1A	Maintain/repair/replace roof (shingles, felt, plywood) due to normal wear/tear	X	
1B	Expense associated with roof maintenance/repair/replacement due to owner's satellite/dish, etc. (additions subject to HOA approval)		X
2	Maintain/repair/replace exterior wood composite/brick & underlayment due to normal wear/tear	X	
3	Maintain/repair/replace rain gutters and downspouts	X	
4	Maintain/repair/replace chimneys	X	
5A	Maintain/repair/replace finished exterior of foundation	X	
5B	Maintain/repair cracks in or settling of foundation (engineering inspection needed)	X	
6	Maintain/repair/replace roadways, driveways and walkways.	X	
7	Maintain/repair/replace garage floors and HOA approved-style garage doors		X
8	Maintain/repair/replace concrete within patio area		X
9	Maintain/repair/replace patio fences (changes subject to HOA approval)		X
10	Maintain/repair/replace Danbury common area fences	X	
11A	Maintain/repair/replace exterior doors, hinges, thresholds, locks and doorbells (HOA approval needed)		X
11B	Paint outside of approved-style exterior doors (HOA to approve color)		X
12	Maintain/repair/replace door frames, window frames, garage door frame (original only)	X	
13	Maintain/repair/replace decorative lane pillars and community signage	X	
14A	Maintain/repair/replace outside community lighting frames & fixtures	X	
14B	Maintain/repair/replace front door and rear door lighting fixtures (changes subject to HOA approval)		X
14C	Maintain/repair/replace all security lighting	X	
<b>INTERIOR</b>			
15	Maintain/repair/replace phone lines, TV cables, satellite dishes		X
16	Maintain/repair/replace all glass, windows, sliding glass doors, screens, screen doors and screen door frames (style approval of HOA needed)		X
17	Maintain/repair/replace heating and air conditioning systems		X
18	Maintain/repair/replace all unit owner improvements, such as windows, attic vents, fans, heat tape, ornamental railings, and similar items		X
19	Maintain/clean/repair dryer/bathroom fan venting and fireplaces		X
20	Maintain/repair/replace electrical system from city electric meter to breaker panel and to all outlets, including switches and light fixtures located on exterior of unit.		X
21	All interior painting, decorations, and furnishings from inside of unfinished walls and ceilings. Including all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, microwaves, furnaces, exhaust fans, attic vents and fans, air conditioners, water heaters, water softeners, and telephone and computer networks is owner's responsibility.		X
22	Maintain/repair/replace plumbing fixtures, such as sinks, all interior pipes and valves.		X
23	Repair any damage resulting from a sewer backup		X
24	Repair cracks or other damage to interior walls, floors, or ceilings caused by normal unit settling.		X

