

all Chase Lane Village #1

all Chase Lane Village #2

132
17

AMENDED DECLARATION

02-105-0101 thru 0126

OF COVENANTS, CONDITIONS AND RESTRICTIONS

June 2000

02-110-0127 to 0191

THIS DECLARATION, made on the date hereinafter set forth by CHASE LANE VILLAGE HOMEOWNERS' ASSOCIATION, a Utah non-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, Association is the trustee of certain common real property in Centerville, County of Davis, State of Utah, which is more particularly described as:

Phase I

Begin at the Northwest corner of Chase Lane West Plat A, a subdivision of part of Sections 6 & 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Centerville City, Davis County, Utah, according to the official plat thereof, said point is also North 1275.142 feet and West 934.444 feet from the South quarter corner of said Section 6 and running thence South 652.68 feet along the West line of 400 West street, thence West 347.00 feet, thence North 135 feet, thence West 19 feet, thence North 80 feet, thence N23° 00'00"W 23 feet, thence West 80 feet, thence North 176.51 feet, thence East 82.0 feet, thence North 137 feet, thence East 153 feet, thence North 103 feet, thence East 220 feet to the Point of Beginning. Contains 5.46 acres, more or less.

*See Next
Page for Phase
II*

NOW THEREFORE, the Association hereby declares that all of the properties described above shall be subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal

E 1652035 B 2782 P 796
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 APR 6 2:13 PM FEE 132.00 DEP MEC
REC'D FOR CHASE LANE VILLAGE HOMEOWNERS

Page 1a

Chase Lane Village

Phase II

BOUNDARY DESCRIPTION

Beginning at a point which is the northerly common boundary corner of Chase Lane Village Phs. I and Chase Lane Village Phs. II, said point being located north 1275.142 feet and west 1154.797' from the south 1/4 corner of section 6, T. 2N,R.1E SLB & M, and running thence along the common boundary of said Phases I & II south 93.342 feet to a point on said common boundary which is also a point on the north line of 1250 N. Street and a point on a 1338.768 foot radius curve to the left (radius bears S 2° 13' 40" W) thence along said boundary, said street line and the arc of said curve for a distance of 52.057 feet, thence along the said common boundary of phases I & II the following nine (9) courses and distances: west 52.956 feet, thence south 142.330 feet, thence west 131.000 feet, thence south 180.000 feet, thence east 80.000 feet, thence S 32° 30' 41" E 18.606 feet, thence south 80.000 feet, thence east 19.000 feet, thence south 142.330 feet to the southerly common boundary corner of said Chase Lane Village Phases I & II, thence west 89.36 feet, thence south 292.448 feet, thence S 89° 53' 26" W 249.715 feet, thence N 0° 26' 42" W 211.484 feet, thence S 89° 45' 17" W 698.832 feet, to the east line of a frontage road, thence along said east line N 0° 01' 56" W 370.317 feet, thence N 89° 28' 58" E 697.952 feet, thence N 0° 06' 47" E 360.503 feet, thence east 468.112 feet to the point of beginning. Cont. 12.612 acres

representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Chase Lane Village Homeowners' Association, a Utah non-profit corporation, its successors and assigns.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Such Common Area shall include, but shall not be limited to, easements granted for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a 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 conditions 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.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, 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 III

MEMBERSHIP AND VOTING RIGHTS

Section 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 assessment.

Section 2. Members shall all 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 IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 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's 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's fees, shall also be the personal obligation of the person who was the Owner of such property at

the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 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 improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. The maximum annual assessment may not be increased by the Board of Trustees more than 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 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.

Section 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Trustees 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 of Trustees. 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.

Section 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 ten dollars (\$10.00) 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.

Section 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.

Section 10. Contingency Savings Funds: Safeguarding and Uses of Monies. The management of monies paid by homeowners or otherwise acquired by the homeowners' 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 of Trustees. 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 two-thirds vote of the homeowners attending a duly called Association membership meeting.
- (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), Contingency Fund Advisory Committee members, except for those initially appointed, shall serve three (3) year terms in order to assure continuity of experienced oversight skills. Of the three members initially appointed, one shall serve a one (1) year term, a second shall serve a two (2) year term, and the third shall serve a three (3) year term. The Association Treasurer 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 Village as a total entity and not subject to withdrawal by individuals who choose to move from the Village. In the event of a dissolution of the Chase Lane Homeowners Association, other than incident to a merger or consolidation (References: ARTICLE VIII of the ARTICLES OF INCORPORATION OF CHASE LANE VILLAGE), the Board of Trustees shall, prior to the dissolution, distribute contingency fund monies in a manner consistent with the purposes for which the homeowners' association was established and in the best interest of the Chase Lane Village.

ARTICLE V

EXTERIOR MAINTENANCE

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, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exteri-

or improvements. Such exterior maintenance shall not include glass surfaces, entry doors, 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.

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 VI

RESIDENTIAL AREA COVENANTS

Section 1. Land Use. No Lot, nor building thereon, shall be used except solely for residential purposes.

Section 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 specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Patio Covers:

- a. Size cannot exceed 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.

Section 3. 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 enclosed areas 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.

Section 4. 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" x 24", advertising the property for sale or rent to be placed in the window of the unit for sale or rent.

Section 5. Animals. Any animal or pet kept by any owner or any resident on any Lot shall be housed, that is 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 animal licensing and leash laws. All pet owners shall be responsible for cleaning their pet's excrement from the grounds.

Section 6. 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.

Section 7. 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.

Section 8. 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 VII

GENERAL PROVISIONS

Section 1. 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 attorneys' fees.

Section 2. 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.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration was originally recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period provided two-thirds (2/3) of the Lot Owners sign the approval document. Any amendment must be recorded in the office of the Davis County Recorder, State of Utah.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

Section 5. Property Taxes. Each unit and its percentage of undivided interest in the Common Areas and facilities shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law as provided in Title 57-8-27 Utah Code Annotated, 1953, as amended.

IN WITNESS WHEREOF, the undersigned, for the Board of Trustees herein, has hereunto set its hand this 30 day of Sept, 2000.

CHASE LANE VILLAGE HOMEOWNERS' ASSOCIATION
A Utah non-profit corporation

By Carol V Maddux
President

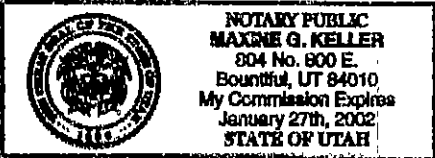
Hesteri Mansfield
Secretary

STATE OF UTAH)

E 1652035 B 2782 P 812

COUNTY OF Davis) : ss.

On the 30 day of Sept, 2000, personally appeared before me
Carole Maddux and Kristine Mansfield, who being
duly sworn by me, did say, each for himself, that he/she the said Carole Maddux
is the President, and he/she the said Kristine Mansfield the Secretary of Chase
Lane Village Homeowner's Association and that the within and foregoing instrument was
signed in behalf of said corporation by authority of two-thirds (2/3) of the consent of the
members.



Maxine G. Keller
Notary Public
Residing at:

My Commission Expires:
