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03/08/2019 02:41 PM
FEE \$257.00 Pgs: 71
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**Restated and Amended
Declaration of
Covenants, Conditions and Restrictions
for
Chase Lane Village
(a Planned Unit Development)**

02-105-0101 → 0126
02-110-0127 → 0190
02-203-0191 → 0206
02-231-0207 → 0208

RETURNED
MAR 06 2019

March 2019

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of Covenants, Conditions and Restrictions
for Chase Lane Village
(A Planned Unit Development)

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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 ___ day of March, 2019, by and between the Owners of Lots in Chase Lane Village Phase I, Phase II and Phase III. The Owners of Lots in the three phases of Chase Lane Village shall collectively be referred to hereinafter as the "Lot Owners"). The subdivision in which all the Lot Owners own Lots shall be referred to as "Chase Lane" or "Chase Lane Village", and the Chase Lane Village Homeowners Association, a Utah nonprofit corporation, shall be referred to as the "Association."

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 108 Lots in Chase Lane Village Phases I and II and III; and

WHEREAS, Chase Lane Village, Phase I, was created by a "Declaration of Covenants, Conditions and Restrictions" recorded in the records of Davis County, Utah, on May 5, 1983, in book 941, beginning on page 218, as entry number 639517; and

WHEREAS, Chase Lane Village, Phase II, was created by an "Amended Declaration of Covenants, Conditions and Restrictions" 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, Chase Lane Village, Phase III, was created by a "Declaration of Covenants, Conditions and Restrictions" 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, pursuant to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Chase Lane Village, recorded in records of Davis County on October 30, 2008, in Book 4647, beginning on page 279, as entry number 2401806 (the "2008 Restatement"), all Lots and Lot Owners within Chase Lane were merged into one owner's association and all Lots within Chase Lane were subject to the 2008 Restatement and the Chase Lane Village Homeowners Association; and

WHEREAS, the purpose and intent of this Restated Declaration is to restate, amend and replace the 2008 Restatement, and any subsequent amendments to the 2008 Restatement.

NOW, THEREFORE, to accomplish the Owners' objectives, the following Restated Declaration is adopted. The 2008 Restatement, any amendments thereto, and the Bylaws of the Association are hereby restated and amended by this Restated Declaration. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Chase Lane Village plat maps and any amendments thereto as reflected on the Davis County records; the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation of the Association, and the Articles of Incorporation on file with the State of Utah; and, any other article, provision, paragraph, or section from prior recorded documents that is required to maintain the legal status of Chase Lane, the Lots, and the Association, which, if repealed, would nullify or impair the legal status of Chase Lane, the Lots, or the Association.

It is hereby declared that the Lots within Chase Lane Village shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association and all Lot Owners of all or any part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein. If there is any conflict between this Restated Declaration and 2008 Restatement, this document shall control. The 2008 Restatement is hereby restated, replaced and amended as follows:

AMENDMENT

ARTICLE I 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 Directors" or "Board"** shall mean and refer to a Board of the Association, consisting of at least three (3) members whose duties shall be to manage the Association in accordance with the provisions of this Restated Declaration and the Association Bylaws.
- 1.3 **"Building"** shall mean and refer to the structure on a Lot containing Units which share a common wall.
- 1.4 **"Bylaws"** shall mean and refer to the Bylaws of the Association attached hereto as Exhibit "C" as amended from time to time. The Bylaws are also being amended in conjunction with the adoption of this Restated Declaration. By adopting this Restated Declaration, the Bylaws, as amended, are also approved and adopted by the Members of the Association.

- 1.5 **“Common Area”** shall mean all real property located within the Project that is not included within a Lot and/or in which the Association owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:
- a) The real property and interests in real property submitted hereby and all improvements constructed thereon, excluding the individual Lots;
 - b) All Common Areas and Facilities designated as such in the Plat Map or Maps;
 - c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Lot Owners, such as telephone, electricity, gas, water, and sewer;
 - d) All portions of the Project not specifically included within the individual Lots; and
 - e) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.
- 1.6 **“Limited Common Area”** shall mean the driveway and patio appurtenant to each Unit and as set forth on the Map of each phase of the Project, attached hereto on the pages following Exhibit A. The Limited Common Area appurtenant to each Unit is designated and reserved for use by the Owner of the Unit and to the exclusion of the other Owners in the Project. Any areas and facilities that are identified on the Plat as Limited Common Areas are permanently assigned to specific Units, as an appurtenance to such Units, and for the exclusive use of such Units. The Plat permanently designates the Unit or Units to which each of the Limited Common Areas is reserved and appurtenant. The Limited Common Area shall be maintained as described in Article V, Maintenance, below.
- 1.7 **“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.
- 1.8 **“Member”** shall mean and refer to every person who holds membership in the Association, and shall include the legal title Owner of each Lot.
- 1.9 **“Owner” or “Lot Owner”** shall mean the person or persons owning in fee simple a Lot or Unit in the Project, as such ownership is shown by the records of the County Recorder of Davis County, State of Utah.
- 1.10 **“Property”, “Properties” or “Project”** 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.

- 1.11 **"PUD" or "Planned Unit Development"** shall mean Chase Lane Village, a PUD subject to the provisions of the Community Association Act ("Act") U.C.A. 57-8a-101 et al.
- 1.12 **"Unit"** shall mean and refer to the real property interest possessed by an Owner and consisting of a residential dwelling on a Lot as shown on the Plat. Except where the context specifically otherwise requires, reference to a Unit shall include reference to the residential dwelling thereon. The Unit and Lot have the same foot-print on the Map accompanying Exhibit A and are at times used interchangeably herein unless the context clearly indicates otherwise.

ARTICLE II PROPERTY RIGHTS

- 2.1 **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.
- 2.2 **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 at Chase Lane Village.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

- 3.1 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.
- 3.2 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 IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

- 4.1 **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: (i) annual assessments or charges, and (ii) 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.
- 4.2 **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.
- 4.3 **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.
- 4.4 **Notice for Any Action Authorized Under Sections 4.3.** Written notice of any special assessment authorized under Section 4.3 shall be sent to all members not less than 30 days in advance of the due date of the assessment..
- 4.5 **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.
- 4.6 **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 date for monthly assessments shall be the first day of the month. Other due dates shall be established by the Board. Failure of the Board to set an annual assessment or to send notice of the annual assessment shall not prohibit the Board from collecting any assessment. 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 insurance.

- 4.7 **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 not more than fifty dollars (\$50.00) (as determined by written resolution of the Board) shall be added on payments made more than 10 days after the due date. Furthermore, no owner whose assessments are more than 30 days delinquent shall be entitled to vote at annual or special meetings.
- 4.8 **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.
- 4.9 **Reserve 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 comply with the reserve requirements as set forth in the Utah Community Association Act, U.C.A. 57-8a-211, as amended from time to time, and a copy of which is attached hereto as Addendum "1".

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

Because of the relatively short terms of Chase Lane Homeowners Association Board members (one to two years), members of the 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.

Reserve 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 directors shall, prior to the dissolution, distribute funds in a manner consistent with the purposes for which the Association was established and in the best interest of Chase Lane Village.

**ARTICLE V
MAINTENANCE**

5.1 **Responsibilities.** Association and owners' responsibilities for maintenance are as follows:

		HOA	OWNER
EXTERIOR			
1	Maintain/repair/replace roof (shingles, felt, plywood) due to normal wear/tear	X	
2	Maintain/repair/replace exterior siding & underlayment due to normal wear/tear	X	
3	Maintain/repair/replace rain gutters and downspouts	X	
4	HOA to maintain/repair/replace driveways and walkways. The patio and patio doorsteps shall remain the responsibility of the Owner	X	X
5	Maintain/repair/replace Chase Lane entry walls and lighting fixtures	X	
6	Maintain/repair/replace outside secondary water spigots	X	
7	Maintain/repair/replace finished exterior of foundation; cracks in foundation or settling of the foundation remain the responsibility of the Owner	X	
8	Maintain/repair/replace patio fences	X	
9	Maintain/repair/replace door frames (exterior only)	X	
10	Paint outside of exterior doors	X	
11	Maintain/repair/replace garage door frames	X	
12	Maintain/repair/replace decorative shutters on front of Units	X	
INTERIOR			
13	Repair damage resulting from seepage of water from sprinkler system failures. Interior water damage due to an act of God or nature shall be the responsibility of the Owner unless otherwise covered by the Association's insurance	X	X
GROUNDS			
14	Maintain lawn	X	
15	Maintain trees and shrubs planted by HOA	X	
16	Maintain/repair/replace gazebo, picnic area, playground, tennis/pickle-ball courts	X	
17	Maintain/repair/replace sump pumps in the common area. Privately owned sump pumps remain the responsibility of the Owner.	X	
18	Maintain/utilize sprinkler system within the Association	X	
19	Remove snow from walkways along frontage road and 400 West	X	
20	Maintain/repair water system from city water meter to entrance to exterior wall of each unit	X	
21	Mailboxes		POST OFFICE
22	Street Lights		CITY
23	Curbs and gutters		CITY
OTHER		HOA	OWNER
24	All interior painting, decorations, and furnishings from inside of unfinished walls and ceilings. Includes 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.		
25	Maintain/repair/replace patio covers and concrete within patios		X

26	Maintain/repair/replace exterior doors, hinges, thresholds, locks and doorbells (except painting of exterior door surfaces)		
27	Maintain/repair/replace garage floors, garage doors		
28	Maintain/repair/replace windows, interior shutters, sliding glass doors, French doors, screens, screen doors and screen door frames		
29	Maintain/repair/replace all lights attached to exterior walls		
30	Maintain gas and electricity connections from meters to unit		
31	Maintain culinary water system from outside entry through foundation and throughout the unit, including outside faucets and hose bibs		
32	Repair any damage caused by culinary water system described above		
33	Maintain/repair/replace phone lines, TV cables, air conditioning, satellite dishes		
34	Maintain/repair/replace all unit owner improvements, such as skylights, windows, attic vents, fans, heat tape, ornamental railings, and similar items		
35	Maintain/clean/repair dryer/bathroom fan venting and fireplaces		
36	Maintain/repair/replace electrical system from city electric meter to breaker panel and to all outlets, including switches and light fixtures including those located on exterior of unit		
37	Maintain/repair/replace plumbing fixtures, such as sinks, all interior pipes & valves		
38	Repair any damage resulting from a sewer backup (owner's liability)		
39	Repair cracks or other damage to interior walls, floors, or ceilings caused by normal unit settling		
40	Repair damage resulting from static water or seepage of water from any underground source, except water from sprinkler system failures		
41	Repair damage resulting from surface water		
42	Damage less than Association master insurance policy deductible – owner's individual homeowners' HO6 insurance policy (includes loss assessment)		
43	Pest infestations (such as: rodents, insects, etc.) inside the walls and roof vents		
44	Flowers, trees, shrubs, gardens planted by owner inside border abutting a unit [owner may add or remove plants from area within border abutting unit; check with HOA board for current list of approved plants]		
45	Snow removal from individual unit's walkways and driveways		
46	Garbage collections		
47	Damage to a unit or common area caused by a contractor hired by an owner		
48	Any maintenance, damage, replacement or repair to a unit or common area not otherwise stated herein is the owner's responsibility		

5.2 **Willful or Negligent Acts.** 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.

5.3 **Solar Panels Prohibited.** The Association maintains and replaces the roofs of the Units. Therefore, to eliminate additional roof maintenance and repair expenses associated with solar panels, the installation of solar panels is not permitted.

- 5.4 **Foundation.** Lot Owners are responsible to maintain, repair and replace the foundation of their Unit.
- 5.5 **Earth Settling; Limitation on Association's Liability.** In the event a Unit suffers cracks in the walls, foundation or any portion of the interior or exterior of the Unit, the cost of repair shall be borne solely by the Unit Owner. Should a crack or failure of a wall or foundation be located in a common wall or party wall serving two or more Units, the Owners of the Units affected shall share the repair costs according to the provisions dealing with Party Walls as set forth in this Restated Declaration. The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in Chase Lane, or resulting from electricity, water, rain, snow or ice, or the settling of ground beneath a Unit or on a Lot. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to Chase Lane or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.

ARTICLE VI RESIDENTIAL AREA COVENANTS

- 6.1 **Land Use.** No Lot, nor Unit thereon, shall be used except solely for residential purposes.
- 6.2 **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 directors 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.
- a) *Entry doors:* May have 3, 4 or 6 panels.
 - b) *Storm doors:* May be installed by the owner; color must be almond or dark brown.
 - c) *Sidelights:* (narrow window panels flanking front door): Bottom half must be solid wood; upper half must be glass.
 - d) *Exterior paint:* Entry doors, doorframes, sidelights, and garage door must match other units. Paint will be provided by the HOA.
 - e) *Outdoor light fixtures:* Must be carriage-style fixtures with black metal frames.

- f) *Windows*: Front windows must contain grid lines.

6.3 Patio Covers:

- a) **Size**: The size of a patio cover may not exceed the present patio size of 26 feet long by 16 feet wide.
- b) **Walls**: Permanent addition of studded walls covered by siding is not permissible.
- c) **Cover**: The cover must be structurally sound and attractive, the color(s) coordinating with presently used coloring.
- d) **Damage**. In case of dispute of damage liability, the decision of the current insurance carrier of Chase Lane Village Homeowner's Association shall prevail.
- e) **Approval**: If structure is erected without Board approval, it may be subject to removal.

6.4 Nuisances. No resident shall create, maintain or permit a nuisance in, on or about the Properties. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole discretion and authority to determine if an activity or condition constitutes a nuisance. A nuisance includes, but is not limited to, the following:

- a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;
- b) The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- c) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- d) The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- e) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;
- f) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;

- g) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees;
 - h) Too much noise in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m., or use of outside speakers or amplifiers;
 - i) Allowing a pet to be unleashed while outside of the Unit or fenced backyard;
 - j) Continuous barking, meowing, or other animal noises; and
 - k) Allowing a pet to urinate or defecate in the Common Areas or failing to clean up immediately any feces deposited by a pet in the Common Area.
- 6.5 **Signs.** The Association may regulate and restrict signs in the Project to the extent set forth in the Community Association Act, UCA 57-8a-218, which permits regulation of signs when reasonable time, place, and manner restrictions are adopted. The Board may adopt Rules for the regulation of signs. Except as otherwise designated in the Rules, lawn signs are prohibited, "For Sale" or "For Rent" signs may be displayed inside the front window, or as directed by the Board. All other signs may only be erected or maintained on the Project, whether in a window or otherwise, as provided in the Rules. Signs may not exceed 18" X 24" in size.
- 6.6 **Pets and Animals.** No more than two (2) pets may be kept on any single Lot unless a variance is granted in writing by the Board. Each Owner or their tenant with a pet or pets at their Lot or within Chase Lane shall abide strictly by the letter and spirit of any pet rules and regulations adopted by the Board from time to time. No pets, animals, livestock or poultry of any kind shall be bred in, on or about Chase Lane. Owners and residents shall clean up immediately after their pets and failure to do so shall subject the offending Owner or resident to a fine as established by the Board and set forth in the Association's rules. Pets outside the Lot shall be kept on a leash at all times and under the control of a responsible person. Pets which constitute a nuisance in the opinion of the Board (e.g., dogs running loose about Chase Lane and without a leash and not under the control of a responsible person, dogs not immediately cleaned up after, barking, whining, howling, scratching, etc.) will not be tolerated in Chase Lane. Owners will be fined and legal action may be filed to ensure compliance with the provisions of this Article VI, Residential Area Covenants, as well as other nuisance related provisions within this Restated Declaration.
- 6.7 **Parking.** The board is authorized to adopt Rules regulating parking within Chase Lane, including Rules regulating parking on a Unit's driveway. The initial set of Parking Rules are attached hereto as Exhibit "F," which Rules may be modified by the board as the board determines is reasonably needed
- 6.8 **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, patio, or exterior garbage enclosure built for that purpose, 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.

- a) An exterior garbage enclosure may be installed by residents. It must be located behind the back-exterior corner of the garage, between the patio fence and inside of the concrete curbing. The exterior of the enclosure will consist of solid vinyl fencing that matches the existing patio fence. If the structure is erected without Board approval, it may be subject to removal.

- 6.9 **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.
- 6.10 **Easements.** Easements for installation and maintenance of utilities and drainage facilities are displayed 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.
- 6.11 **Contracts.** The Association shall not enter into any contracts for services of any type or nature that exceed one (1) year in length or that contain an automatic renewal provision.
- 6.12 **Fines and Fine Schedule.** The Association is authorized to impose fines as set forth herein. The purpose of the fine schedule is to ensure our community remains a great place to live and residents refrain from prohibited activities as listed in the CC&Rs. Before a fine is imposed, an offending party will receive a letter from the Board or property management company informing them of the violation and requiring the violation to end within 48 hours or in such longer time as determined by the Board. Violations repeated within 365 days after the initial violation and notice shall be subject to a fine without a subsequent notice being served. The list of violations and their corresponding fines are outlined in the following chart. All fines are to be paid with the subsequent month's maintenance fees, and following the applicable appeal period, if any. Failure to pay on time will be considered another violation of the nuisance rules at the rates shown for successive violations.

FINE SCHEDULE

1 st OFFENSE	2 nd OFFENSE	3 rd OFFENSE	RULE VIOLATIONS
\$35	\$65	\$125	Leasing <ul style="list-style-type: none"> Leasing or renting a unit in violation of the CC&Rs that also includes failure to notify the Board of directors.
\$25	\$50	\$125	Noise <ul style="list-style-type: none"> Creating noise within a unit or lot that can be heard in another unit or the common area that 1) is offensive to the senses, 2) disrupts enjoyment or the lifestyle of other residents, or 3) restricts the free use of property. This includes wind chime sounds that disturb sleep during evening hours.
\$25	\$50	\$90	Parking <ul style="list-style-type: none"> Violation of any parking rules contained in the CC&RS and Bylaws. Parking in such manner that creates a safety hazard. Parking trailers, RVs, boats or work trailers more than 3 days in any 14-day period, including driveways or streets.
\$10	\$20	\$30	Personal Belongings <ul style="list-style-type: none"> Personal items in common area: bicycles, toys, scooters, equipment, etc.
\$25	\$50	\$100	Pets <ul style="list-style-type: none"> Maintaining pets in a unit or lot in violation of the CC&Rs and Bylaws. Pets are to be housed within the confines of the owner's home. Allowing pets outside in the common area without a leash, cats included. Failing to clean up after pets that have made a mess in the common area. Maintaining a pet in a home or lot that can be heard in another lot or unit, or housing pets that create a smell that is 1) offensive to the senses, 2) disruptive to the enjoyment or lifestyle of other residents, or 3) restricts the free use of the property.
\$35	\$50	\$100	Vehicle Repairs <ul style="list-style-type: none"> Performing vehicle repairs or maintenance in areas other than the owner's garage.
\$25	\$50	\$90	Windows <ul style="list-style-type: none"> Failure to keep window dressings neat and tidy or not in good repair. Drapes and/or blinds as commonly used in the Association Units are to be used with no exceptions. Replacement of windows without the prescribed grids.

6.13 **Additional Fines.** Additional rules and fines may be adopted by the Board and without the necessity of amending this Restated Declaration following proper notice by the Board to the Owners as required by the Community Association Act.

ARTICLE VII INSURANCE

7.1 Insurance Obligations of Chase Lane Village Homeowners' Association

- a) **Type of Insurance.** The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:
- i) **Fire and Casualty Insurance.** A policy or policies of fire and casualty insurance on the Common Areas, Units, Lots and buildings within Chase Lane Village in such amounts as shall provide for 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection to the Common Areas, to the improvements, and the privately-owned residential dwellings on the Lots. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. The Association shall not be responsible for nor purchase insurance coverage on the personal contents of the Lot Owners that is not otherwise included in the Association's insurance coverage as provided by Utah law. Each Owner is required to obtain their own insurance (renters or condominium owners' coverage) for their own protection, which Owner's insurance is for the purpose of insuring the Owner's personal property and to pay the Association's insurance deductible, plus those additional types of losses normally covered by such insurance that are not covered under the Association's fire policy. Each Owner shall provide a copy of this Amended Declaration to their insurance agent to insure they obtain adequate and complete insurance coverage.
- ii) **Public Liability and Property Damage Insurance.** The Association shall obtain a broad form of comprehensive public liability insurance coverage for the Properties, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Properties.
- iii) **Worker's Compensation Insurance.** Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.

- iv) **Fidelity Insurance or Bond.** Fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.
- b) **Form of Insurance.** Insurance coverage on the Properties, insofar as possible, shall be in the following form:
 - i) **Casualty and Hazard Insurance.** Casualty and hazard insurance in a form or forms naming the Association as the insured, as Director for the Owners, and which policy or policies shall specify the interest of each Owner (Owner's name and Lot number). The Association shall furnish to each Owner and to each mortgagee requesting in writing the same, a certificate of coverage, including an identification of the Owner's interest.
 - ii) **Public Liability and Property Damage Insurance.** Public liability and property damage insurance which names the Association as the insured, as Director for each Owner, for the Manager, if any, and which protects each Owner and the Manager, if any, against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance, or other use of the Properties.
- c) **Additional Coverage.** The provisions of this Amended Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Amended Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.
- d) **Adjustment and Contribution.** Exclusive authority to adjust losses under the insurance policies hereafter in force on the Properties shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.
- e) **Insurance Carried by Owner.** Each Owner is responsible for and shall obtain insurance, at his own expense, providing coverage upon personal property located on his own Lot, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate. The Owner's private insurance policy must cover the full deductible amount of the HOA master policy (contact HOA Board for information about the current master policy deductible). The Association shall have an obligation and responsibility to carry insurance on the Lots, or any improvements located on the Lots.

- f) **Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Properties and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Properties by a representative of the insurance carrier or carriers providing the policy or policies on the Properties, or such other qualified appraisers as the Association may select.

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

- 8.1 **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.
5732 South 1475 East, #200
Ogden, Utah 84403

The Board of directors 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 IX
PERCENTAGE OF COMMON AREAS**

- 9.1 **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.
- 9.2 **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 X
ATTORNEY FEES**

- 10.1 **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 XI
LIENS**

- 11.1 **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 Project.

- 11.2 **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 Director, and hereby confers upon said Director 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 Director 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 XII NO BUSINESSES

- 12.1 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 unless 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 Association parking rules.
 - e) No business activities may be conducted between the hours of 8:00p.m. and 8:00 a.m.

ARTICLE XIII LEASING OF HOMES- RESTRICTIONS

WHEREAS, the Owners at Chase Lane Village 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:

- 13.1 The leasing of Lots at Chase Lane Village is prohibited unless the leasing is consistent with this section.
- 13.2 Not more than ten Lots at Chase Lane shall be occupied by non-Owners at any one time.
- 13.3 No Lot may be leased for more than a total of twelve (12) months in any 24-month period. When leases or rentals are permitted, terms shall not be for less than six (6) months. No

short-term rentals are permitted such as Airbnb, VRBO, Homeaway, or any other vacation rentals.

- 13.4 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.
- 13.5 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.
- 13.6 The restrictions herein shall not apply if an 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).
- 13.7 Any Owner who violates this section shall be subject to a fine of \$25.00 per day according to 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 Chase Lane Village 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.
- 13.8 Those homes that were occupied by non-Owners as of the date the Association's leasing restrictions were first adopted in the 2008 Restatement 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 the 2008 Restatement.
- 13.9 When renting or leasing a Lot, an 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 XIV REINVESTMENT/ADMINISTRATIVE FEE PAID BY BUYER

- 14.1 **Reinvestment Fee.** The Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees:
- a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the a sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee of \$500.00, or in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.
 - b) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.
 - c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.
- 14.2 **Account Payoff Fees.** The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Lot as provided for in Utah Code § 57-8a-106. The amount of such fee shall be fifty dollars (\$50.00) or as otherwise established in the Rules. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

ARTICLE XV DISPUTE RESOLUTION

- 15.1 **Introduction.** It is in the best interest of the Members, the Association, the Board, and the officers (the "Parties") to encourage the amicable resolution of disputes arising out of the

legal rights and obligations described in this Declaration without the emotional and financial costs of litigation. The Board, the Association and each Member agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the "ADR Procedures"), with respect to any claim, grievance or dispute arising out of or relating to the Declaration, Bylaws, or Rules and Regulations (the "Claims"); provided, that a Party may demand arbitration prior to complying with the ADR Procedures if demanding arbitration is required to satisfy the statute of limitations for the Party's Claim. In such an event, the Party demanding arbitration shall simultaneously stay the arbitration until the ADR Procedures have been satisfied.

15.2 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:

- a) any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Association;
- b) any suit in which any indispensable party is not bound by this Article 15;
- c) any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessments or Fines;
- d) actions by the Association to collect Assessments or other amounts due from any Owner; and
- e) actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Declaration (an "Enforcement Action").

15.3 **Procedure for Disputes Between Members.**

- a) **Good-Faith Discussion.** The aggrieved Party ("Complainant") shall attempt to resolve the Claim with the other Party ("Respondent") through good-faith discussion.
- b) **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the "Complaint"). The Complaint shall include the following:
 - (i) the nature of the Claim, including the parties involved and the Respondent's role in the Claim;
 - (ii) a brief description of the discussions of the parties and their attempts to resolve the Claim informally;

- (iii) copies of relevant documents supportive of Complainant's position; and
- (iv) Complainant's proposed resolution or remedy.

The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents, descriptions, explanations or other material supporting the Response.

15.4 Review by Board. The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

15.5 Mediation.

- a) Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- b) The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then this requirement is deemed to be satisfied.
- c) Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

15.6 Arbitration.

- a) All Claims between the Parties not otherwise resolved shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed upon by the Parties in writing, demand for arbitration must be made within thirty (30) days of the mediation or the

expiration of the period for holding the mediation as set forth above. Failure to demand arbitration within 30 days is an express waiver of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, and upon such waiver the Board's decision becomes the final and binding resolution of the Claims.

- b) In no event shall a Party be entitled to demand arbitration of a Claim after the time for taking legal action on the Claim has expired.
- c) The arbitration shall be held in the State of Utah at a location agreed upon by the Parties or determined by the arbitrator.
- d) The prevailing Party in the arbitration shall be awarded its reasonable attorney fees and costs associated with the dispute. Punitive damages, however, shall not be awarded in any dispute. Judgment upon the award rendered by the arbitrator may be entered in any court within the State of Utah.

15.7 Procedure Subject to Change by Board. The procedures outlined in this Section 15 may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Governing Documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

15.8 Procedure for Disputes Between the Association and Members. Subject to the provisions of Section 15.2, any Member who has a dispute with the Association, the Board, or an officer, or any officer of member representing one of these groups, and who is not satisfied with the decision of the Association, the Board, or the Architectural Committee, shall follow the procedures outlined in Section 15.3 above.

ARTICLE XVI SMOKING PROHIBITED

WHEREAS, the Utah Legislature has adopted findings by the federal Environmental Protection Agency (EPA) determining that environmental tobacco smoke is a Group A carcinogen, in the same category as other cancer-causing chemicals such as asbestos; that there is no acceptable level of exposure to Class A carcinogens; and that exposure to environmental tobacco smoke also causes an increase in respiratory diseases and disorders among exposed persons; and furthermore, the Utah Legislature has found that environmental tobacco smoke generated in a rental or unit may drift into other units, exposing the occupants of those units to tobacco smoke, and that standard construction practices are not effective in preventing this drift of tobacco smoke (see Utah Code Ann. §78b-6-1105); and

WHEREAS, the Utah Legislature has defined as a public nuisance "tobacco smoke that drifts into any residential Unit a person rents, leases, or owns, from another residential or commercial Unit and the smoke is injurious to health, indecent, offensive to the senses, or an

obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property”(see Utah Code Ann. §78b-6-1101); and

WHEREAS, the Utah Legislature amended the Utah Community Association Act, Utah Code Ann. §57-8a-218, granting the power to community association Unit owners to amend their rules or covenants to restrict the use of tobacco products in community associations; and

WHEREAS, the tobacco smoke drifts into units from the common area and between the walls of units at Chase Lane; and

WHEREAS, the members of the Association desire to take affirmative steps to address the tobacco smoke problem and improve the quality of life for all residents at Chase Lane; and

WHEREAS, a resident at Chase Lane who might fall asleep while smoking creates a danger of fire within the smoker’s Unit and in Units within the same Building; and

WHEREAS, allowing smoking in units, common area and near Units and Buildings increases the risk of fire, which risk may increase the cost of insurance; and

WHEREAS, tobacco smoke spreads through walls to other units and can cause SIDS in babies while exacerbating allergies and other respiratory problems in the residents of Chase Lane.

NOW THEREFORE, the members of the Association do hereby adopt this smoking restriction.

- 16.1 **Smoking Defined.** The term “smoke”, “smoking” or “tobacco smoke” as used herein includes the inhaling, vaping, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, marijuana, illegal substance, or any other substance or item that emits smoke or a smoke-like substance, including e-cigarettes.
- 16.2 **Business Invitee Defined.** The term “business invitee” as used herein includes but is not limited to any contractor, agent, household worker, or other person hired by the Association, a Unit Owner, tenant or Resident to provide a service or product to the Association, Unit Owner, tenant, or resident.
- 16.3 **No Smoking.** No Unit Owner, family member of a Unit Owner, tenant, lessee, resident, occupant, guest, business invitee, visitor or any other person (collectively referred to as “Resident”) shall smoke inside any Unit or anywhere within ten feet (10’) of any Unit, dwelling, residence or Building within Chase Lane. This prohibition shall include but not be limited to common area, enclosed common area, and Units within the Project and all porches, patios, decks and parking areas at Chase Lane.
- 16.4 **Enforcement.** In the event a Unit Owner, resident, occupant, or a guest occupying a Unit violates the provisions of this Rule, any Unit Owner or Resident at Chase Lane may bring an action to enforce this Rule. The Board of Directors may bring an action to enforce this Rule but shall not be required to do so unless it determines it is in the best interest of the

Association to bring such an action. Each owner is responsible for the actions of all other persons residing within or visiting his/her Unit and shall be subject to disciplinary action, fines, court action for an injunction, or any remedies available for the violation of this non-smoking restriction. If any resident or if the Association is required to hire legal counsel to enforce this non-smoking restriction, the resident or the Association shall be entitled to recover all attorney fees and costs incurred in connection with such enforcement, whether or not litigation has been commenced. The Association may collect the attorney fees and costs it incurs by any lawful means, including through the use of a special assessment levied against the owner of the Unit or through a lien.

- 16.5 **Violation by Non-Owners.** In the event any Resident, tenant, business invitee, occupant, or a guest occupying or visiting Chase Lane violates the prohibition against smoking at Chase Lane, the Board or any resident at Chase Lane may notify the owner of the offending Unit and the Unit Owner shall take prompt action to see that all smoking permanently ceases. If the Resident who violates this provision is not a Unit Owner, the Unit Owner shall evict the tenant if the tenant violates the provisions of this Rule after receiving one warning. If the Unit Owner fails to permanently cure the smoking violation within fifteen (15) days of receiving notice, the Board of Directors may, in behalf of the offended Unit Owner, file eviction proceeding against the violating Resident based on unlawful detainer resulting from the Resident's violation of this Rule, which is deemed to be incorporated into each rental agreement. Both the tenant and the Unit Owner shall be named as defendants in the action and the Board shall be entitled to receive: i) an order requiring the tenant to vacate the premises, ii) damages, and iii) recovery of its costs and attorney fees from the Unit Owner.
- 16.6 **Existing Units Grandfathered.** This Restated Declaration shall not restrict current residents and Unit Owners as of January 1, 2019 from smoking in their Unit. However, if a complaint is received by the Board from any Unit Owner complaining of a nuisance created by smoke from any Unit, patio or Lot, the Board or any Unit Owner may bring an action to prevent continued smoking in that Unit, Lot or patio. Nothing herein shall prevent the Board or the residents at Chase Lane from bringing an action under the provisions of the Utah Code abating or enjoining the nuisance created by the tobacco smoke.
- 16.7 **Recovery.** The Board or any Resident who brings legal action against a Resident that violates this Rule shall be entitled to recover costs and attorney fees from the offending Unit Owner and/or resident.
- 16.8 **Damages.** In the event that a Resident suffers any damage to personal property due to a violation of any provision of this Rule, or should an Owner's Unit or the Association's Common Area suffer damage due to a violation of any provision of this Rule, then the Owner of the Unit from which the violation originated, or if the violation did not originate from within a Unit, the Owner of the Unit in any way associated with the violator, shall be responsible for any and all damages caused by the violation of this Restated Declaration, except to the extent covered by the Association's insurance. Damages may include but shall not be limited to smoke damages to clothing, carpet, walls, paint, or other items of personal property affected by the smoke.

- 16.9 **Presumptions.** A Resident shall be presumed to be smoking in a Unit if a Resident in an adjoining Unit does not smoke and can smell smoke in their Unit and (i) the Resident accused of smoking has been observed smoking in or about the premises, or (ii) the Resident has admitted to being a smoker. The burden of proof shall be on the Resident accused of smoking to prove that they have not smoked in their Unit and that the smoke has come from another Unit or source.
- 16.10 **Nuisance.** Nothing herein shall be construed to prevent any Resident of Chase Lane from bringing an action hereunder or under the laws of the State of Utah to seek an injunction or damages against any Resident who creates a nuisance through smoking or using tobacco in a Unit or in the common area at Chase Lane, nor shall any provision hereof be construed as authorization from the Board or the Association for a Resident to smoke in a Unit or in the common area in such a manner so as to create a nuisance.
- 16.11 **Disclosure.** Any owner who sells his Unit shall specifically disclose to all potential buyers and real estate agents that smoking is prohibited within the Project, including within the Units. Any owner who rents or otherwise allows someone other than the owner to reside within or occupy the Unit shall disclose to all persons who reside within his or her Unit that smoking is prohibited within all units and common areas prior to their residency or occupancy.
- 16.12 **Fines.** The Board of Directors shall have the authority to assess a fine against any owner and/or resident who violates this Rule. A fine shall be in the amount of \$50.00 for the first violation; \$100.00 for a second violation within one year; and \$250.00 for a third violation within one year.

ARTICLE XVII COLLECTION OF HOA FEES FROM TENANTS

- 17.1 **Collecting Fees from Renters.** If the Owner of a Lot who is leasing the Lot fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid.
- 17.2 **Notice to Lot Owner.** The Board shall give the Lot Owner written notice of the Board's intent to demand full payment of all delinquent assessments from the owner's tenant. This notice shall be sent by regular first-class mail to the last known address of the Owner, as provided on the records of the county recorder or as provided by the Lot Owner to the Board. The notice shall inform the Owner that all delinquent assessments must be paid to the Association within fifteen (15) days from the date the notice is mailed to the Lot Owner, and if payment is not received within fifteen (15) days, the Board shall notify the tenant that future lease payments shall be paid to the association and not to the Lot Owner. This notice to the Owner shall also:

- a) provide that the Board will give notice to the tenant that full payment of remaining lease payments will begin with the next monthly payment unless the delinquent assessment is paid by the Lot Owner within fifteen (15) days from the date contained on the notice;
- b) state the amount of the delinquent assessment due, including any interest or late payment fee;
- c) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and;
- d) contain a copy of this Article authorizing the Board to collect delinquent HOA fees from tenants, and a copy of the state law (U.C.A. 57-8a-205) authorizing such action to be taken.

17.3 Notice to Tenant. If the Lot Owner fails to pay the amount of the assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant that informs the tenant that all future payments due from the tenant to the Owner shall be paid to the association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Lot, (2) mailing a notice to the tenant at the address of the Lot, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to the Lot Owner. The notice provided to the tenant shall also state:

- a) that due to the owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the association;
- b) that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the association; and
- c) payment by the tenant to the association will not constitute a default under the terms of the lease agreement with the Lot owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.

17.4 Disbursement of Funds Collected. All funds paid to the association pursuant to the notice shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the association.

17.5 Terminating Collection. Within five business days of payment in full of the assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification shall be mailed to the Lot Owner.

- 17.6 **Definition of Lease.** As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Lot by any person or persons, other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

ARTICLE XVIII NO DISCRIMINATION

- 18.1 **Fair Housing and ADA Compliance.** The Association is committed to following state and federal law regarding all requirements of the Fair Housing Act and the American's with Disabilities Act, including but not limited to those provisions dealing with parking, pets (including service animals and assistance animals), and housing. The Association does not discriminate based on race, sex, religion, color, national origin, disability, source of income or familial status. Chase Lane shall make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person suffering from a disability equal opportunity to use and enjoy a unit or shall permit the disabled person the opportunity to make reasonable modifications to their unit or the common area so as to have equal opportunity and access to Association amenities. If there is any conflict between state or federal law and the Chase Lane Covenants, its Bylaws or Rules, Chase Lane will follow the provisions of the state and federal law.

ARTICLE XIX SATELLITE DISHES AND ANTENAS

- 19.1 **External Television or Other Antennas.** Antennas for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals shall be installed in accordance with the Association's Satellite Policy attached hereto as Exhibit "E". Satellite dish antennas shall be allowed provided they are located in such areas as may be designated in the Satellite Policy and approved by the Architectural Control Committee.

ARTICLE XX PEST CONTROL

- 20.1 **Pest Control**
- a) **Responsibility of the Association.** The Association is responsible to keep the common area reasonably free from insect and pest infestations. This includes the duty to periodically spray the common area, as determined by the board of directors, for spiders and insects that may commonly enter into units if spraying is not performed. Should the Association fail to reasonably take steps to keep the common area free from Pests (as defined below) and as a result of that failure Pests enter into a unit, the Association shall be responsible for the expenses associated with removing the Pests from inside the affected unit.

- b) **Responsibility of Owner.** Unit owners are responsible for keeping the owner's unit free from Pests inside the unit, including but not limited to the following "Pests": termites, mice and other rodents, cockroaches, spiders, flies, fleas, moths, beetles, or any other small insect or small animal that may enter a Unit. As part of this responsibility, each owner shall pay all costs and expenses associated with properly inspecting his unit for Pests and properly treating his unit to keep Pests from entering the unit or to remove Pests from the unit.

- 20.2 **Unsanitary Condition.** If a unit owner creates or permits an unsanitary condition inside his unit such that Pests are present inside the owner's unit and Pests subsequently become a nuisance to the residents of any adjoining unit, the unit owner permitting the unsanitary condition shall be responsible for the costs and expenses associated with remediating the nuisance created by Pests in any adjoining unit.

ARTICLE XXI INDEMNIFICATION

- 21.1 **Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.
- 21.2 **Other Indemnification.** The defense and indemnification herein provided shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement,

vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

- 21.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend or indemnify such person against liability under the provisions of this Article.
- 21.4 **Settlement by Association.** The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XXII AMENDMENT

- 22.1 **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 a vote of fifty-one percent (51%) of the Owners and shall be effective upon recordation in the Office of the County Recorder of Davis County, Utah.
- 22.2 **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.

**ARTICLE XXIII
GENERAL PROVISIONS**

- 23.1 **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 attorney fees.
- 23.2 **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.

CERTIFICATION

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

IN WITNESS WHEREOF, this day of March, 2019.

CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION

By: Ron Nelson
Its: President

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On this 7 day of March, 2019, personally appeared before me Ron Nelson who, being by me duly sworn, did say that (s)he is President of Chase Lane Village Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.

Lisa B. Daniels
Notary Public

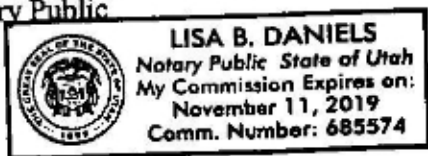


Exhibit "A"

Legal Description And Plat Maps

LEGAL DESCRIPTION

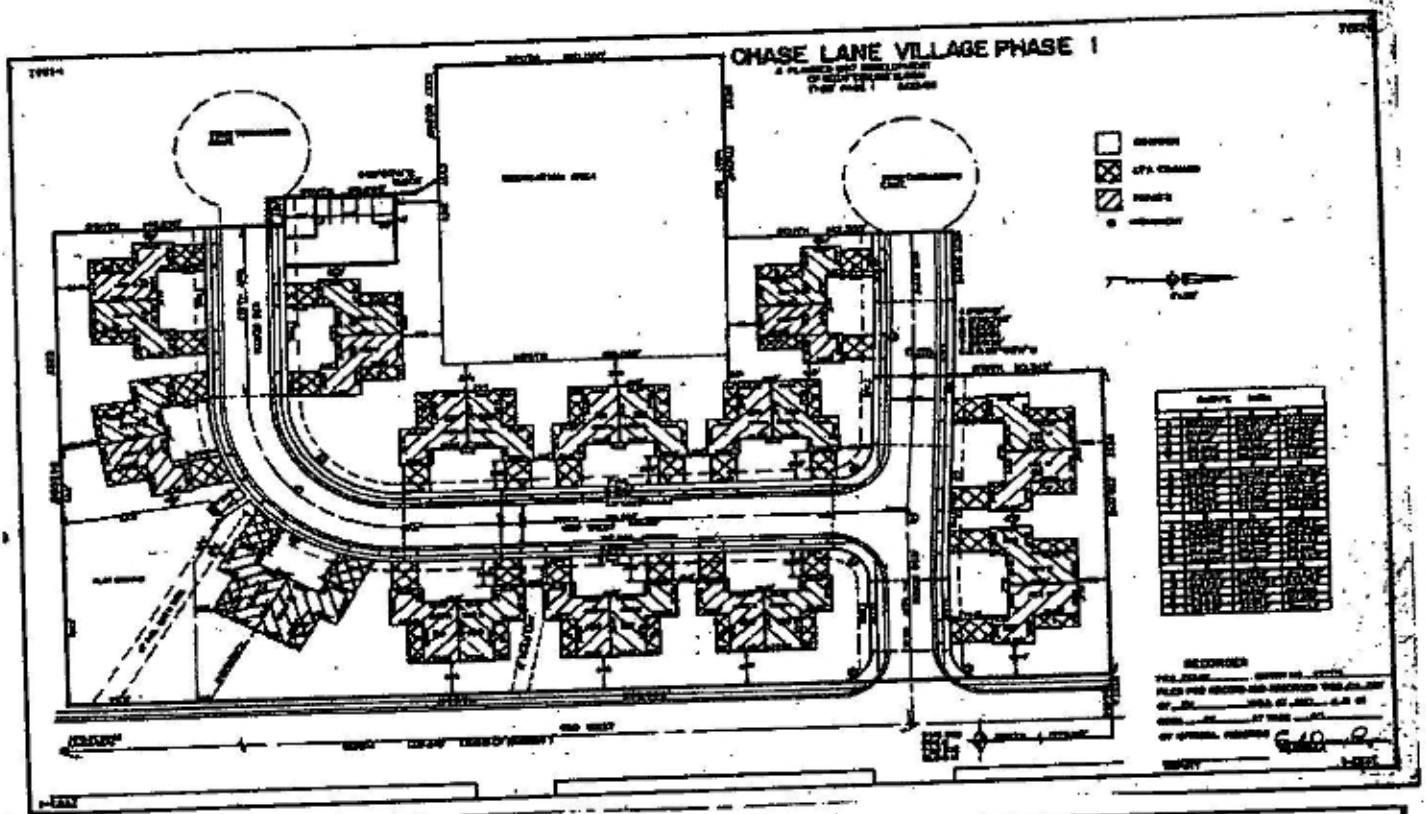
CHASE LANE VILLAGE, DAVIS COUNTY, UTAH

**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]**

**ALL OF UNITS 207 THROUGH 208, CHASE LANE VILLAGE, PHASE ~~III~~, PUD,
CENTERVILLE CITY, DAVIS COUNTY, UTAH
[02-231-0207 THRU 02-231-0208]** *II Amended*



CHASE LANE VILLAGE PHASE I
A PLANNED UNIT DEVELOPMENT OF PART OF THE
S.W. 1/4 OF SECTION 28, T2N, R1E, S15&16R24
PAGE 2

BOUNDARY DESCRIPTION
BEARING TO THE WEST LINE OF THE WEST STREET AND THE AIR CENTER OF CHASE LANE VILLAGE PHASE I SHALL BE AS SHOWN ON THE PLAT HEREIN AND THE BOUNDARY SHALL BE AS SHOWN ON THE PLAT HEREIN.

ACKNOWLEDGMENT
ON THIS _____ DAY OF _____ 1983, I, _____ PERSONALLY APPEARED BEFORE ME THE CLERK OF THE COUNTY OF DAVIS COUNTY, UTAH, AND MYSELF BEING CONVINCED THAT THE SAID PERSONS SIGNED THE SAID INSTRUMENT WERE THE SAID PERSONS WHOSE NAMES ARE SET FORTH THEREIN.

CITY ENGINEER
APPROVED AND ACCEPTED THE _____ DAY OF _____ 1983, IN THE COUNTY OF DAVIS COUNTY, UTAH.

CITY ENGINEER

STREET DEDICATION
I, _____ CLERK OF THE COUNTY OF DAVIS COUNTY, UTAH, DO HEREBY DEDICATE THE SAID STREET AS SHOWN ON THE PLAT HEREIN TO THE PUBLIC USE OF THE COUNTY OF DAVIS COUNTY, UTAH.

OWNERS DECLARATION
I, _____ OWNER OF THE SAID PROPERTY, DO HEREBY DECLARE THAT THE SAID PROPERTY IS BEING OFFERED TO THE PUBLIC USE OF THE COUNTY OF DAVIS COUNTY, UTAH, AND THAT I HAVE COMPLIED WITH ALL THE REQUIREMENTS OF THE PLAT HEREIN AND THE ORDINANCES OF THE COUNTY OF DAVIS COUNTY, UTAH.

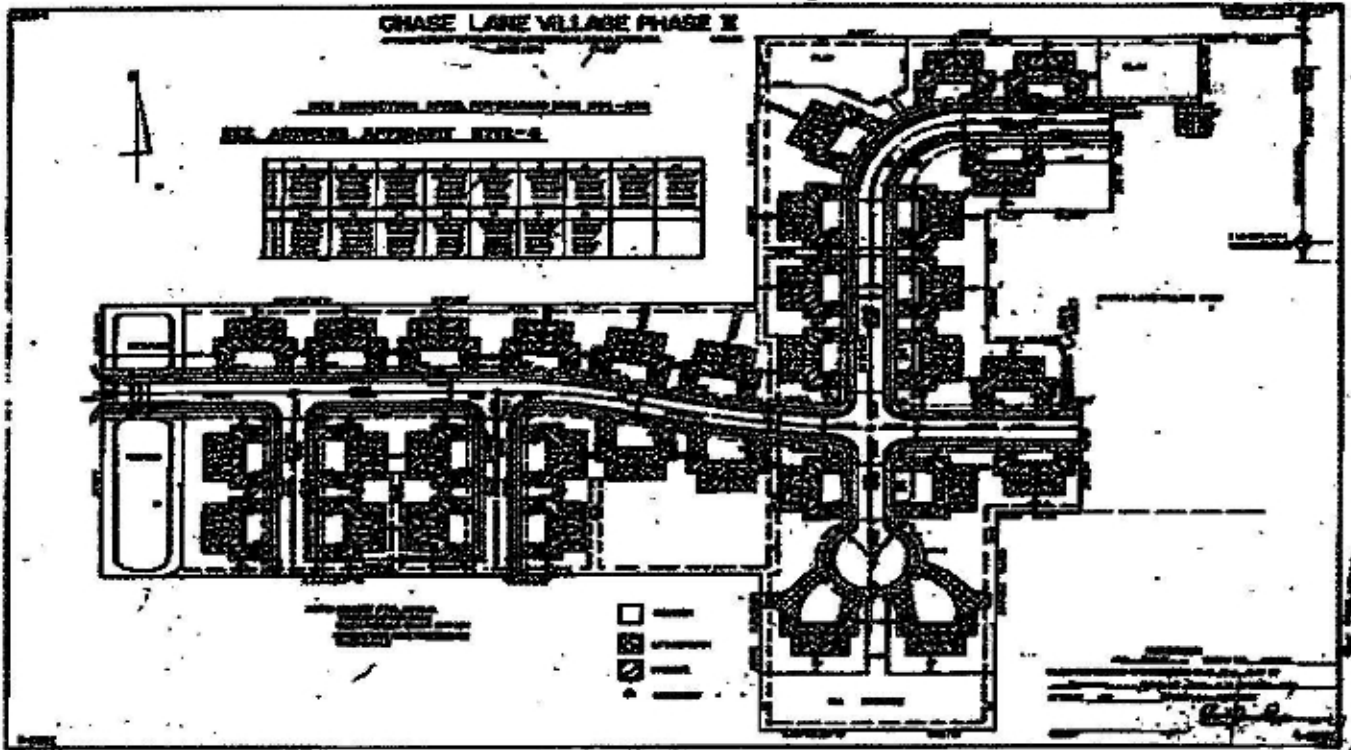
CITY COUNCIL
RESOLVED BY THE CITY COUNCIL OF DAVIS COUNTY, UTAH, ON THIS _____ DAY OF _____ 1983, IN ACCORDANCE WITH THE ORDINANCES OF THE COUNTY OF DAVIS COUNTY, UTAH, THAT THE SAID PROPERTY BE DEDICATED TO THE PUBLIC USE OF THE COUNTY OF DAVIS COUNTY, UTAH.

CITY ATTORNEY
I, _____ CITY ATTORNEY, DO HEREBY CERTIFY THAT THE SAID INSTRUMENT IS IN ACCORDANCE WITH THE ORDINANCES OF THE COUNTY OF DAVIS COUNTY, UTAH.

RECORDED
FILED _____ COUNTY OF DAVIS COUNTY, UTAH
ON _____ DAY OF _____ 1983, AT _____ O'CLOCK _____ M.
BY _____ CLERK OF COUNTY RECORDS

RECORDED
SERIAL _____

Phase I recorded May 5, 1983
Davis County, Utah



CHASE LANE VILLAGE PHASE II
APPROXIMATE LAYOUT OF BUILDINGS AND DRIVEWAYS
SEE ATTACHED ATTACHED SITE-2

APPROVED FOR THE CITY OF DAVIS COUNTY
BY: _____
DATE: _____

APPROVED FOR THE COUNTY OF DAVIS
BY: _____
DATE: _____

RECORDED
BY: _____
DATE: _____

NOTARY PUBLIC
BY: _____
DATE: _____

PLAT
BY: _____
DATE: _____

DEED
BY: _____
DATE: _____

CONVEYANCE
BY: _____
DATE: _____

RECORDS
BY: _____
DATE: _____

INDEXED
BY: _____
DATE: _____

FILED
BY: _____
DATE: _____

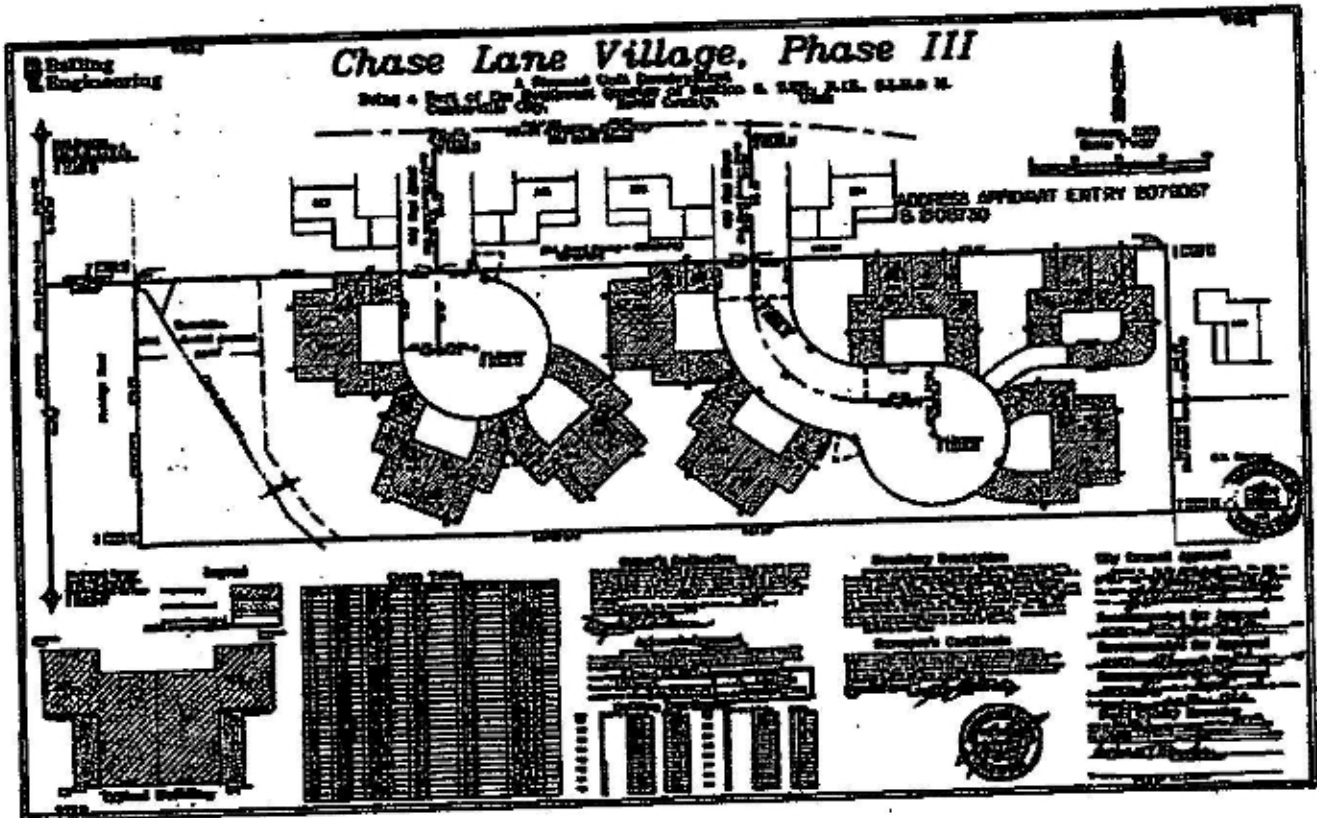
SEARCHED
BY: _____
DATE: _____

SERIALIZED
BY: _____
DATE: _____

INDEXED
BY: _____
DATE: _____

FILED
BY: _____
DATE: _____


Phase II recorded September 18, 1984
Davis County, Utah



Phase III recorded March 24, 2005
Davis County, Utah

Chase Lane Village Phase II, Amended

A Planned Unit Development Being an Amended Portion of Chase Lane Village Phase II Com. Dev.
A Part of the Southwest Quarter of Section 6, T.25N., R.15E., S.15&16 N.
Cantarrville City, Davis County, Utah



Boundary Description
The boundary of the subject property is as follows: ...

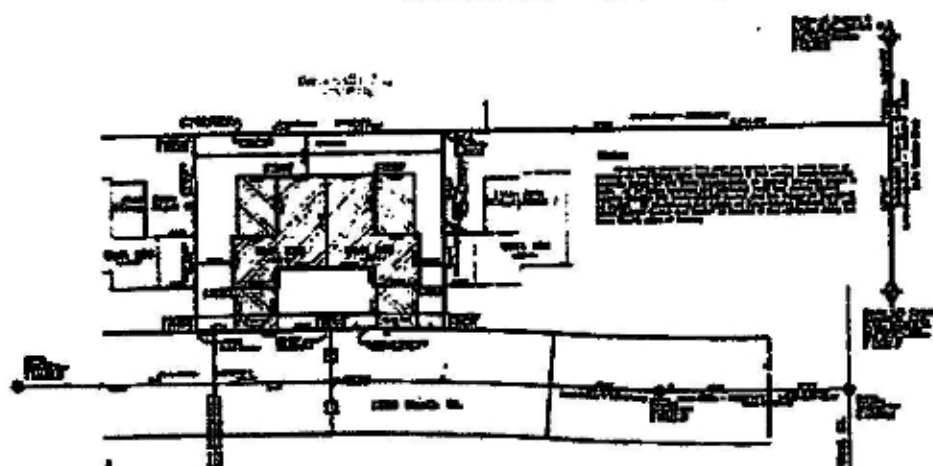
General Remarks
The subject property is located in the ...

Area of Subdivision
The area of the subject property is ...

Other Notes
The following notes apply to the subject property: ...

City Council Approval
The City Council of Cantarrville City has approved this plan on the ...

Davis County Approval
The Davis County Board of Commissioners has approved this plan on the ...



Legend

[Symbol]	Proposed
[Symbol]	Existing
[Symbol]	Other

Scale Information

Scale	1" = 40'
Scale	1" = 80'
Scale	1" = 160'

Engineering
[Signature]
[Stamp]

Phase IIA recorded September 9, 2009
Davis County, Utah

Exhibit "B"

Articles of Incorporation

State of U.S.
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 26 day of Oct 2006
in this office of this Division and hereby issued
This Certificate thereof

Articles of Incorporation

FOR

CHASE LANE VILLAGE

HOMEOWNERS ASSOCIATION, INC.

Examiner [Signature] Date 11/1/06



Kathy Berg
Kathy Berg
Division Director

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 HOME OWNERS 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

Date 10/30/2006
Receipt Number 2640991
Amount Paid \$22.00

7177410


- 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
Willford Boren	1192 N 450 West, Centerville UT 84014
Jesse Wunderlich	1199 N 450 West, Centerville UT 84014
Marian Lindlay	1209 N 575 West, Centerville UT 84014
Kim Lishman	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 25th 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)
)
County of Davis)

On the 25th 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 25th day of October 2008

M. Stanford
Notary Public

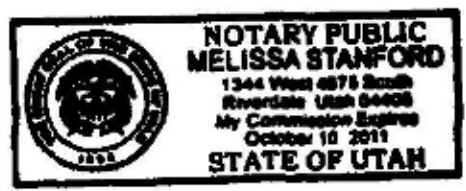


Exhibit "C"

Bylaws

of

Chase Lane Village

Homeowners Association, Inc.

Table of Contents

Bylaws

of
**Chase Lane Village Homeowners
Association, Inc.**

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Article V:	Board of Directors, Selection, Term of Office	2
Article VI:	Nomination and Election of Directors	2
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Article VIII:	Powers and Duties of the Board of directors	3
Article IX:	Officers and Their Duties	5
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Article XIII:	Amendments	

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

**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 directors.

**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 weekend in March, or at such other date as determined by the Board.
- 4.2 **Meeting.** Special meetings of the members may be called at any time by the president, by 3 or more members of the Board of directors, 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 twenty-five percent (25%) 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 DIRECTORS, SELECTION, TERM OF OFFICE

- 5.1 **Number.** The affairs of this Association shall be managed by a Board of no less than three (3) or more than seven (7) Board members, who must be members of the Association. Only one member from each Lot may serve on the Board at the same time.
- 5.2 **Term of Office.** At each annual meeting, Association members shall elect such number of Board members needed to maintain three to seven (3-7) Board members on the 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 Director 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 Directors, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Any Director who becomes delinquent in the payment of their Association assessment by more than 61 days shall automatically be removed from the Board.
- 5.4 **Action Taken Without a Meeting.** The Directors 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 Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

- 6.1 **Nomination.** Nomination for election to the Board of directors 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 directors, and two or more members of the Association. The

Nominating Committee shall be appointed by the Board of directors 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 directors as it shall, in its discretion, determine to be necessary, but not less than the number of vacancies that are to be filled. Failure of the Board to appoint a nominating committee shall not prevent the election of Board members from proceeding or from nominations being made from the floor during the annual meeting, or by other fair and reasonable means as determined by the Board.

- 6.2 **Election.** Election to the Board of directors shall be by 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 DIRECTORS

- 7.1 **Regular Meetings.** Regular meetings of the Board of directors 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 Directors shall be held when called by the president of the Association, or by any two (2) Board members (on a three-member board), or by any three (3) Board members (on a board containing more than three members), after not less than three (3) days' advance written notice to each Board member.
- 7.3 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors 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 DIRECTORS

- 8.1 **Powers.** The Board of directors 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 directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Director; 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 directors 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:
 - i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period,
 - ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - iii) 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.
 - iv) 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 an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - v) procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - vi) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - vii) cause the Common Area to be maintained;

- viii) cause the exterior of the dwellings to be maintained.
- ix) manage the use of the designated recreational vehicle storage/parking ("RV Parking") area in accordance with rules established by the HOA Board.

ARTICLE IX OFFICERS AND THEIR DUTIES

- 9.1 **Enumeration of Offices.** The officers of this Association shall be a president and vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create, who shall, at all times, be members of the Board of directors.
- 9.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of directors following each annual meeting of the members.
- 9.3 **Term.** The officers of this Association shall be elected annually by the Board, and shall hold office for one (1) year unless he or she shall sooner resign, is 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, from time to time, determine.
- 9.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by a vote of 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 directors; 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 review financial activities conducted by the property management company, if any, on a quarterly basis. In the absence of a property management company's services, 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 directors; 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 committees on an ad hoc basis as the need arises. In addition, the Board of directors 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 be made available to members of the Association as set forth in the Community Association Act, UCA 57-8a-227. Records shall be kept by the Association in accordance with the Record Retention Schedule attached hereto as Exhibit D.

**ARTICLE XII
ELECTRONIC NOTIFICATION AND VOTING**

- 12.1 **Notification by Mail, Website and Email.** Any notice permitted or required under the provisions of the Restated Declaration or these Bylaws to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
- a) 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 Owner at the address given by such person to the Association 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 Owner from time to time by notice in writing to the Association.
 - b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of 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 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 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.
 - c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Dwelling.
- 12.2 **Electronic Voting.** The Board may permit members to vote on all matters on which members are permitted to vote by use of electronic ballots and may authorize any manner of electronic voting which permits the Board to verify that one vote is received from each Lot or Unit that votes.

**ARTICLE XIII
AMENDMENTS**

- 13.1 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of fifty-one percent (51%) of a quorum of members. To take effect, any amendment must be recorded in the office of the Davis County Recorder, State of Utah.
- 13.2 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.

Exhibit "D"

Record Retention Policy & Schedule

CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION

RECORD RETENTION POLICY & SCHEDULE

1.1 Purpose

This Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of records of the Chase Lane Village Homeowners Association ("Association"). This Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements. The record retention schedule shall serve as a guideline and is not an exclusive list. Some of the records may not currently exist but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not identified.

1.2 Definitions

- a) **Association Records.** Association Records are those documents (paper or electronic) that are maintained by the Association in its normal course of business. Such records encompass and include: Association contracts with vendors and third parties, the Association's governing documents consisting of the articles of incorporation, the declaration and its amendments, bylaws, board resolutions, maps of the Association property, rules and regulations, meeting minutes, the Association's financial statements, bank accounts and invoices, correspondence from and approved by the board to the Association members or from an officer to a member when authorized by the board, correspondence to or from the Association's property manager, board approved reports and studies, official filings with the State of Utah or any local or federal governmental entity, and the names and address of Association members. Also, any record identified in the declaration or bylaws of the Association or in U.C.A. § 16-6a-1601(5) of the Utah Revised Nonprofit Corporations Act.
- b) **Not Association Records.** The following are not Association records: Communications between board members or between board members and members of the Association, whether through letter, email, text message or another written form of communication, are not Association Records unless, (1) the board member is using the communication to conduct official Association business, or (2) the communication is sent to or from an account owned and operated by the Association, such as an Association email account. Emails sent from private email accounts and not being used to conduct official business do not constitute an Association record and the Association and individual board members have no duty to maintain such correspondence. In adopting this policy, the board is of the opinion that board members will be less prone to use emails or electronic communication if the Association's record policy defines all board member emails as constituting records of the Association. This may result in much communication taking place by telephone, which would be an inconvenience to many of the board members and result in less efficiency and making serving on the board a negative experience.

- c) **Official Association Business.** Individual board members may not conduct Association business independent of the board. Board members should act only as a board, and individual board members shall act only when authorized directly by the board or in their capacity as an officer of the Association. While board members may have assignments and undertake correspondence with many people, until the board acts as a whole, the board has not acted and individual communications from board members do not constitute official actions of the board in behalf of the Association. However, if a board member also serves as an officer of the Association, he or she shall have additional duties and authority granted by the board or under the Association Bylaws and therefore is more likely to be acting in an official capacity as an officer of the Association and there is a greater likelihood that an officer's communications, correspondence and documents could qualify as an Association record. An officer's written communications in behalf of the Association regarding Association business to or from third parties who are not members of the Association shall be considered records of the Association.
- d) **Permanent** means that the retention period for that Association Record is permanent.
- e) **Term + "X" years** means the specified number of years beyond the termination of the relationship, contract or coverage.

1.3 Policy

- a) It is the Association's policy to maintain complete and accurate Association Records. Association Records are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.
- b) Association Records that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner.
- c) The Board may appoint either one board member or the Association's manager to be the Association record "Managing Agent". The Managing Agent is responsible for ensuring that Association Records of the Association are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Policy.

1.4 Compliance

This Policy is not intended to be all inclusive, and accordingly may be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.

1.5 **Board Members.**

The Association does not require individual Board members to maintain any Association Records. Board members in their discretion may dispose of documents in their possession that were generated by the Association when the Association has maintained the document as an Association Record. However, when a Board member receives Association Records which were not generated by the Association or not received through the Association, the Board member shall send the originals of such Association Records to the Managing Agent to be maintained in the Association Records. Association Records created by a Board member for their own use as a member of the Board, including but not limited to notes, drafts, emails, summaries, etc., are not Association Records and do not need to be retained for any length of time by a Board member and may be destroyed by a Board member at any time. Emails sent or received by a Board officer are records of the Association only if, (1) the email is sent to the Association membership from the Board, or (2) the email is sent from the Board as the result of an official decision of the board. No Board member shall disclose or provide any Association Record to any Owner outside of the Board but shall direct Owners to make a formal request to the Association pursuant to its records policy.

1.6 **Officers.**

Communications and documents generated by officers of the Association shall be considered Association records when any one of the following criteria are met:

- a) Did the communication concern official business of the Association and come within the individual's responsibility as an officer?
- b) Did the communication have the ability to bind the Association or involve communications that may lead to binding the Association or implementing or adopting an Association policy?
- c) Was the communication, act or document generated, prepared or accomplished as a result of a duty as an officer as set forth in the bylaws?

1.7 **Annual Purge of Files**

The Managing Agent or Board secretary shall conduct an annual purge of the Association Records to be completed within the first quarter of each calendar year.

1.8 **Destruction Procedure**

All Association Records to be purged or destroyed pursuant to this Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.

1.9 Onset of Litigation

At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Association Records potentially relevant to the dispute must be preserved notwithstanding anything in this Policy to the contrary.

Therefore, at the direction of the Association's legal counsel the Managing Agent will advise the Board members, and any other person who may maintain Association Records, of the facts relating to litigation. Thereafter, all Association Records potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the "hold" period will cease and the time periods provided in this Policy will recommence.

1.10 Association Record Retention and Destruction Guidelines

The Association Records are grouped into functional categories set forth below. Although every conceivable Association Record is not listed, the following list should indicate to which subcategory a particular Association Record relates and how long the record should be retained.

ACCOUNTING RECORDS

Accounts Payable	6 Years
Accounts Receivable	6 Years
Audit Reports	6 Years
Depreciation Schedules	6 Years
Expense Report	6 Years
Financial Statements (Annual)	6 Years
General Ledger	6 Years
Inventory Records	6 Years
Loan Payment Schedule	6 Years
Federal and State Tax Return	6 Years

BANK/FINANCIAL RECORDS

Bank Reconciliation	2 Years
Bank Statements	6 Years

Deposit Tickets	6 Years
Cancelled Checks	6 Years
Cash Receipts and Cash Disbursement Journals	6 Years
Owner Ledgers	6 Years after Owner sells unit
Electronic Payment Records	6 Years
Personal Property Tax Returns	6 Years
Budgets	3 Years
Reserve Study	Retain current study at all times Retain older studies 10 years

CORPORATE RECORDS

Board Minutes	Permanent
Committee Minutes	Permanent
Member Meeting Minutes	Permanent
Bylaws, Articles and CC&R's	Permanent
Rules and Regulations	Permanent
Policies and Guidelines	Permanent
Record of actions by Board or Members without a meeting	Permanent
Record of Waivers of Notice of Meeting- Members or Board	Permanent
Board Resolutions	Permanent
Business Licenses	6 Years
Contracts	Life + 6 years- longer if warranty
Correspondence from Legal Counsel	6 Years
Certificates of Insurance	6 Years
Insurance Policies	6 Years
Settled Insurance Claims	6 Years
Leases/Mortgages	6 Years following termination
Patents/Trademarks	Permanent
Bids, Proposals	6 Years following termination

Homeowner Records	6 Years following transfer of unit
Vendor Invoices	6 Years
Written Correspondence between Association and Vendors	6 Years
Photographs	6 Years
Annual Reports filed with the Secretary of State	3 Year
Videotapes and Audiotapes of Board Meetings (if any)	Until minutes are approved
Proxies and Ballots (unless otherwise provided herein)	Permanent
Proxies and Ballots for Document Amendments	Permanent
Deeds, Easements and Other Real Property Records	Permanent
Association Plat Maps	Permanent
State and Federal Identification Numbers	Permanent

EMPLOYEE RECORDS, IF ANY

Benefits Plans	Permanent
Personnel Files	6 Years following termination
Employment Applications	3 Years
Employment Taxes	6 Years
Payroll Records	6 Years
Pension/Profit Sharing Plans	Permanent

REAL ESTATE RECORDS

Construction Records	Permanent
Warranties	Permanent
Leasehold Improvements	Permanent
Lease Payment Records	Life + 4 Years
Real Estate Purchases	Permanent

OWNER COMMUNICATIONS

Written communications to all Owners generally (including meeting or other notices sent via email, facsimile and regular mail)	6 Years
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INDIVIDUAL MEMBER FILES

Correspondence to Members individually (not including enforcement letters)	As long as Member owns + 4 years
Enforcement letters (including covenant violation letters, violation letters and delinquency letters)	As long as Member owns + 4 years
Owner Complaints (written)	As long as Member owns + 4 years
Architectural requests and any responses from the Association regarding Requests	Permanent
Correspondence between Association and Members not otherwise listed	As long as Member owns + 4 years

MISCELLANEOUS

Miscellaneous Documents (not otherwise listed herein)	At Board's Discretion
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Exhibit "E"

Satellite Policy

Chase Lane Village -Satellite Dish Antenna Policy

Any unit owner wishing to use or install a satellite dish or antenna (hereinafter "Dish") on their home should review this policy prior to installation. The objective of this policy is to maintain visual attractiveness in the community.

A Dish must be one meter or less in diameter and designed to receive direct broadcast satellite service, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite. Dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite may also be considered.

To assist the unit owner in complying with this policy, the unit owner may complete a *Chase Lane Satellite Dish Antenna Form* on the reverse side of this document. The Form lists prioritized locations for the installation of a Dish. These prioritized locations have been established to help Chase Lane comply with FCC regulations and to minimize any negative visual impact the Dish may have on the appearance of the Chase Lane community.

The unit owner should have a professional representative from his/her desired satellite service provider conduct a site survey to check the listed areas to determine where an acceptable signal can be received and fill out that part of the form prior to submission.

A unit owner wishing to install a Dish must consider the first area listed below before any other location. If the first area cannot receive an acceptable signal, he/she may consider the second area. If the second area cannot receive an

acceptable signal, he/she may consider the third area. If the third area cannot receive an acceptable signal, he/she may consider the fourth area.

The prioritized list of locations is as follows:

- 1st Area:** Within the home's deck or patio area.
- 2nd Area:** On the home's rear roof not visible from the street in front of the home.
- 3rd Area:** The rear exterior wall of the home.
- 4th Area:** On the roof of the home in an area that is least likely to be observed from the street.

If none of the prioritized areas can receive an acceptable signal, or if placement of a Dish at a particular location would cause an "unreasonable expense" (defined as an expense that is more than 25% higher than another acceptable location), the unit owner should consider another location in an area that is least likely to detract from the visual appearance of the community. If a reasonable need exists, the unit owner may consider an alternate location to the prioritized list of areas even if an acceptable signal can be received in at least one of those areas. This option should be considered if the alternate location provides a better overall visual impact for the community than do those locations on the prioritized list.

The installation of a Dish which receives a signal, but does not transmit, may be done by the unit owner or his/her designee. However, any Dish which also transmits RF radiation must be installed by a professional installer. That installer must provide documentation certifying that the installation has been done in such a way, as to be safe to all residents.

Chase Lane Village Satellite Dish Antenna Form

A unit owner wishing to use a satellite dish or antenna is asked to complete this form:

1. The unit owner desiring to install a Dish should first read and understand the *Chase Lane Satellite Dish Antenna Policy* on the reverse side of this document.
2. The unit owner contacts her/his desired satellite service provider and requests a site survey.
3. The site survey is performed by a service provider representative to determine which prioritized area can best receive an acceptable signal.
4. The service provider may complete the site survey portion of this document, provide his company contact information, and sign the document in the appropriate places.
5. The unit owner completes the form and submits the form to the Board.
6. The Board places the form in the records of the Association

Name of Chase Lane Unit Owner _____ Home #: _____ Phone #: _____

First Area: Wholly within the deck or patio area of the home.

Date tested: _____ Name/signature of the professional conducting the site survey: _____ Can an acceptable signal be received in this area?

Second Area: On the home's rear roof not visible from the street in front of the home.

Date tested: _____ Name/signature of the professional conducting the site survey: _____ Can an acceptable signal be received in this area?

Third Area: The rear exterior wall of the home.

Date tested: _____ Name/signature of the professional conducting the site survey: _____ Can an acceptable signal be received in this area?

Name of person conducting the sight survey: _____ Date tested: _____ Phone #: _____

Company: _____ Address: _____

I certify that I conducted the sight survey, and that the information provided is accurate. Signature: _____

As Unit owner I installed a satellite dish antenna at the ___ First Area ___ Second Area ___ Third Area ___ Alternate Area, as described above.

Signature of Unit owner: _____ Date: _____

Exhibit F

PARKING RULES

Parking Rules

Chase Lane Village

All owners, tenants, residents, guests, invitees who drive any form of motor vehicle onto Chase Lane are subject to the following parking rules:

1. **Definition.** For the purposes of these rules, vehicle is defined to include, but is not limited to: an automobile, standard size pick-up truck (or similar), van or motorcycle.
2. **Temporary Parking Permitted.** No long-term parking is permitted on a unit's driveway. Temporary parking of boats, mobile homes, trailers, campers, motor homes, RVs, or similar vehicles is permitted on a unit's driveway. As used herein, temporary parking shall mean parking of a vehicle (as referenced above) belonging to an owner, a resident, or a temporary guest for not more than 15 consecutive days, or for not more than 20 days in any 60-day period. Any parking of vehicles in excess of the number of days herein specified shall be considered long-term parking and is not permitted. Exceptions from these restrictions may be granted in unique situations after first receiving written permission from the board.
3. **No Interference.** No vehicle or trailer, including but not limited to any automobile, truck, van, recreational, commercial or oversized vehicle or any other transportation device of any kind may be parked or stationed in such a manner so as to inhibit or interfere with any vehicular or pedestrian traffic, to block any entrance or exit to Chase Lane, to limit access to a unit, garage or parking area, or to create an obstacle or potentially dangerous situation.
4. **Cleanup.** Owners are responsible for cleaning up oil drippings or any other staining fluid from their vehicles that mars, damages or creates an unsightly appearance on a driveway.
5. **Inoperable Vehicles.** Inoperable vehicles, unlicensed vehicles, unregistered vehicles, or vehicles without a current registration sticker, may not be parked on any portion of Chase Lane for greater than 72 consecutive hours, unless enclosed within the garage. Inoperable vehicles include vehicles with flat tires and with engine or equipment breakdown such that the car may not be operated. The vehicles described in this paragraph may be towed from Chase Lane at the owner's expense if not moved from Chase Lane within 72 hours of receiving notice from the Association, which notice shall consist of a written notice being placed on the windshield of the vehicle in violation and or electronic notice to the unit owner. Any expense incurred by the Association in connection with the removal of any vehicle shall be paid to the Association upon demand by the owner of the vehicle. If the vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Lot and the Association may enforce collection of said amounts in the same manner provided for in this Restated Declaration for the collection of assessments. If the vehicle is owned by a non-Unit Owner, the Association shall provide reasonable notice to the Owner of the Unit where the vehicle is parked, who shall have the vehicle removed within 72 hours of receiving notice or be responsible for the expenses incurred by the Association in connection with having the

vehicle removed.

6. **Towing Permitted.** Vehicles parked in violation of these parking rules may be fined, impounded, towed and stored, without notice and at the sole risk and expense of the vehicle owner. The Association and board members shall be indemnified, saved and held harmless from any loss, damage or claim caused by or arising out of the fining, impounding, towing, or storing of a motor vehicle due to a violation of these rules.
7. **Amendment.** These parking rules and regulations as they may be amended by the Board from time to time without a vote of the members and as authorized by Utah law.

Adopted: January 2019

Addendum "1"

Reserve Analysis

Community Association Act, U.C.A. 57-8a-211

57-8a-211 Reserve analysis -- Reserve fund.

- (1) As used in this section:
 - (a) "Reserve analysis" means an analysis to determine:
 - (i) the need for a reserve fund to accumulate reserve funds; and
 - (ii) the appropriate amount of any reserve fund.
 - (b) "Reserve fund line item" means the line item in an association's annual budget that identifies the amount to be placed into a reserve fund.
 - (c) "Reserve funds" means money to cover the cost of repairing, replacing, or restoring common areas and facilities that have a useful life of three years or more and a remaining useful life of less than 30 years, if the cost cannot reasonably be funded from the general budget or other funds of the association.
- (2) Except as otherwise provided in the governing documents, a board shall:
 - (a) cause a reserve analysis to be conducted no less frequently than every six years; and
 - (b) review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years.
- (3) The board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the board, to conduct the reserve analysis.
- (4) A reserve fund analysis shall include:
 - (a) a list of the components identified in the reserve analysis that will reasonably require reserve funds;
 - (b) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
 - (c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
 - (d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and
 - (e) a reserve funding plan that recommends how the association may fund the annual contribution described in Subsection (4)(d).
- (5) An association shall:
 - (a) annually provide lot owners a summary of the most recent reserve analysis or update; and
 - (b) provide a copy of the complete reserve analysis or update to a lot owner who requests a copy.

(6) In formulating the association's budget each year, an association shall include a reserve fund line item in:

- (a) an amount the board determines, based on the reserve analysis, to be prudent; or
- (b) an amount required by the governing documents, if the governing documents require an amount higher than the amount determined under Subsection (6)(a).

(7)

(a) Within 45 days after the day on which an association adopts the association's annual budget, the lot owners may veto the reserve fund line item by a 51% vote of the allocated voting interests in the association at a special meeting called by the lot owners for the purpose of voting whether to veto a reserve fund line item.

(b) If the lot owners veto a reserve fund line item under Subsection (7)(a) and a reserve fund line item exists in a previously approved annual budget of the association that was not vetoed, the association shall fund the reserve account in accordance with that prior reserve fund line item.

(8)

(a) Subject to Subsection (8)(b), if an association does not comply with the requirements described in Subsection (5), (6), or (7) and fails to remedy the noncompliance within the time specified in Subsection (8)(c), a lot owner may file an action in state court for:

- (i) injunctive relief requiring the association to comply with the requirements of Subsection (5), (6), or (7);
- (ii) \$500 or the lot owner's actual damages, whichever is greater;
- (iii) any other remedy provided by law; and
- (iv) reasonable costs and attorney fees.

(b) No fewer than 90 days before the day on which a lot owner files a complaint under Subsection (8)(a), the lot owner shall deliver written notice described in Subsection (8)(c) to the association.

(c) A notice under Subsection (8)(b) shall state:

- (i) the requirement in Subsection (5), (6), or (7) with which the association has failed to comply;
- (ii) a demand that the association come into compliance with the requirements; and
- (iii) a date, no fewer than 90 days after the day on which the lot owner delivers the notice, by which the association shall remedy its noncompliance.

(d) In a case filed under Subsection (8)(a), a court may order an association to produce the summary of the reserve analysis or the complete reserve analysis on an expedited basis and at the association's expense.

(9)

(a) Unless a majority of association members vote to approve the use of reserve fund only for that purpose, a board may not use money in a reserve fund:

- (i) for daily maintenance expenses; or
- (ii) for any purpose other than the purpose for which the reserve fund was established.

(b) A board shall maintain a reserve fund separate from other association funds.

(c) This Subsection (9) may not be construed to limit a board from prudently investing money in a reserve fund, subject to any investment constraints imposed by the governing documents.

(10) Subsections (2) through (9) do not apply to an association during the period of administrative control.

(11) For a project whose initial declaration of covenants, conditions, and restrictions is recorded on or after May 12, 2015, during the period of administrative control, for any property that the declarant sells to a third party, the declarant shall give the third party:

- (a) a copy of the association's governing documents; and
- (b) a copy of the association's most recent financial statement that includes any reserve funds held by the association or by a subsidiary of the association.

(12) Except as otherwise provided in this section, this section applies to each association, regardless of when the association was created.