

RETURN TO
Benchmark Investment
423 Main Street
Provo, Utah 84601

Recorded at request of **UTAH TITLE CO** Fee Paid \$ **55.50**
Date **MAY 5 1983** at **8:58 AM** **CAROL DEAN PAGE** Recorder **Davis County**
By **Sharon Sweden** Deputy Book **941** Page **218**

639517

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Benchmark Investment Company, a Utah corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Such Common Area shall include, but shall not be limited to, easements granted for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

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

Section 6. "Declarant" shall mean and refer to Benchmark Investment Company, a Utah corporation, its successors and assigns if such successors or assigns should acquire from the Declarant, all of its rights and obligations of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments and other fees for the maintenance of any improvements situated upon the Common Area, or any portion thereof;

(b) the right of the Association to suspend the voting rights and right to use of any Common Area or improvements thereon by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to enforce the payment by any owner of the assessments made herein in accordance with the provisions herein;

- (d) 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 purposes and subject to such conditions as may be agreed to by the members; provided, however, that the Association may grant such easements as shall be necessary for the development of the property without the consent of the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded; and
- (e) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or licensed purchasers who reside on the property.

Section 5. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof, where the Lot purchased by such owner does not have a garage, to the use of not more than _____ automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign 2 vehicle parking spaces for each dwelling.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 1, 1989.

ARTICLE IV

CONVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to

an Owner, the maximum annual assessment shall be Four Hundred Twenty Dollars (\$420.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a majority vote of each class of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are

2005
A. 2005

voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment.

period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent 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 \$ 5.00 shall be added on payments made more than 10 days after due.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (Trust Deed power of sale) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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.

ARTICLE V

EXTERIOR MAINTENANCE

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

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

ARTICLE VI

RESTRICTIONS AND COVENANTS

Section 1. Land Use. The land and buildings thereon shall be used except solely for residential purposes.

Section 2. Architectural Control. No fence, wall or other structure shall be constructed, altered or maintained upon the Properties, nor shall any other improvement be made or change of

alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Association or the Architectural Control Committee will be permitted on a Lot or the Common Area, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or in the front or side of the Lots unless they are in running condition, properly licensed and are being regularly used, and no owner, or any other individual shall be permitted to repair or otherwise work on such except in enclosed garages.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four feet square, advertising the property for sale or rent, or signs approved by the Declarant and used by a builder to advertise the property during the construction and sales period.

Section 5. Animals. No animals of any kind shall be kept or permitted by any owner on any Lot, except such animal as would be kept exclusively indoors.

Section 6. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No unsightly materials or other objects of any kind are to be stored on any Lot in view of the general public.

Section 7. Party Walls. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the

other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regard liability for negligent or willful acts or omissions. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat to be recorded. Each Lot owner shall have an easement over the driveway leading to the garage connected to his unit. Such owner shall be required to keep the driveway and sidewalks appurtenant to his unit free from snow, ice and debris.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any 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 in violation of any restriction, condition or covenant shall, in addition to any other obligation it may be responsible

for, be liable for the costs of enforcement and collection including but not limited to reasonable attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the office of the Davis County Recorder, State of Utah.

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

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Property Taxes. Each unit and its percentage of undivided interest in the Campus Areas and facilities shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law as provided in Title 57-8-27 Utah Code Annotated, 1953, as amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1983.

BENCHMARK INVESTMENT COMPANY,
a Utah corporation, Declarant

By [Signature]
President

[Signature]
Secretary

1983

STATE OF UTAH
COUNTY OF SALT LAKE

On the _____ day of _____, 1983, personally
appeared before me _____
and _____ who being me duly
sworn, did say, each for himself, that he, the said
_____ is the President and he, the said
_____ is the Secretary of Benchmark Investment
Company, and that the within and foregoing instrument was signed
in behalf of said corporation by authority of a resolution of its
board of directors and said _____ and
_____ each duly acknowledged to me that said
corporation entered the same and that the seal affixed is the
seal of said corporation.

My Commission Expires _____

Notary Public
Residing at:

Beginning on the west line of said 400 West Street and the N. W. corner of Block Lane West Plat A at a point which is North 1275.147 Feet and West 934.444 Feet from the South Quarter corner of Section 6, Township 2 North, Range 1 East, Salt Lake Base & Meridian and running thence West 220.000 Feet, thence South 93.342 Feet to a point on a 1338.768 Foot radius curve to the left (radius bears N 22° 13' 40" W) thence Northwestwardly along said curve for an arc distance of 52.057 Feet (chord bears N 83° 29' 31" W 52.054 Feet) thence West 52.956 Feet; thence South 142.330 Feet, thence West 131.000 Feet, thence South 180.000 Feet, thence East 80.000 Feet; thence S 32° 30' 11" East 43.606 Feet, thence North 80.000 Feet, thence East 19.000 Feet, thence South 142.330 Feet, thence East 347.000 Feet to the West line of said 400 West Street, thence North 652.630 Feet along said E/W line to the point of beginning.

EXCEPTING those areas designated on the Plan as private areas or public streets.

ARTICLES OF INCORPORATION

OF

CHASE LANE VILLAGE HOMEOWNER'S ASSOCIATION

In compliance with the requirements of the Utah Non-Profit Corporation Act, the undersigned, all of whom are residents of the State of Utah and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is CHASE LANE VILLAGE HOMEOWNER'S ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 442 North Main Street, Bountiful, Utah 84010.

ARTICLE III

Frank A. Nelson, whose address is 442 North Main Street, Bountiful, Utah 84010, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation

and architectural control of the residence lots and Common Area within that certain tract of property described as:

Begin on the West line of 400 West street at a point $N00^{\circ}09'17''W$ 336.00 feet and $S89^{\circ}52'46''W$ 933.91 feet and North 294.42 feet from the South quarter corner of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence West 436.36 feet, thence South 294.42 feet, thence West 234.87 feet, thence North 947.11 feet, thence East 671.23 feet to the West line of said street, thence South 652.68 feet along said West line to the Point of Beginning. Contains 11.64 acres, more or less.

Beginning 542.52 feet North and 1666.44 feet West of the Southeast corner of the Southwest quarter of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence West 702.56 feet \pm to the Highway, thence North along the Highway 352.44 feet, thence East 705.29 feet \pm , thence South 374.09 feet to the Point of Beginning. Contains 5.29 acres, more or less.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Recorder of Davis County, State of Utah and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) file, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate all or any part of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for any purposes and subject to such conditions as may be required by the agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area,

provided that any such transfer, consolidation or amalgamation shall be subject to the approval of a majority of each class of members.

The Association shall have the right to purchase, right and exercise of the same shall be subject to the approval of the Utah Non-Profit Corporation Act, and the same shall be subject to the laws of the State of Utah.

ARTICLE IV - MEMBERSHIP

Every person who owns or is a lawful owner of a fee or undivided interest in any lot which is subject by covenants or restrictions to the Association, including contract sellers, shall be deemed a member of the Association. The foregoing is not intended to create an obligation for those who hold an interest in a lot to become a member of the Association. Membership shall be a personal one and may not be separated from ownership of the lot. A certificate of membership by the Association shall be issued to each member as issued in the Association.

ARTICLE V - FINANCE

SECTION 1 - VOTING MEMBERSHIP

The Association shall have two classes of voting membership:

Class A - Shall be members of the lot Owners, with the exception of the Dealership and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such

of the Association, and the Board of Directors, shall have the power to sue and be sued, and to defend and be defended in any court of law or equity, and to employ and discharge attorneys at law, and to do all such other and lawful acts as may be necessary or proper for the carrying out of the purposes and objects of the Association, and to do all such other and lawful acts as may be necessary or proper for the carrying out of the purposes and objects of the Association, and to do all such other and lawful acts as may be necessary or proper for the carrying out of the purposes and objects of the Association.

The Board of Directors shall have the power to make and alter the By-Laws of the Association, subject to the approval of a majority of the members of the Association, and to suspend or revoke any By-Law so made or altered, and to do all such other and lawful acts as may be necessary or proper for the carrying out of the purposes and objects of the Association.

Witness my hand and seal of office this 1st day of July, 1999.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) trustees who need not be members of the Association. The number of trustees may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Lee R. Nelson	442 North Main Street Bountiful, Utah 84010
Grant A. Nelson	442 North Main Street Bountiful, Utah 84010

Kenneth Tson	442 North Main Street Bountiful, Utah 84010
Edna Nelson	442 North Main Street Bountiful, Utah 84010
Susan Nelson	442 North Main Street Bountiful, Utah 84010
Lucene Turner	442 North Main Street Bountiful, Utah 84010
Lesli Richter	1610 South 1175 East Bountiful, Utah 84010

At the first annual meeting the members shall elect four Trustees for a term of one year, and three Trustees for a term of two years, and at each annual meeting thereafter the members shall elect such number of Trustees as needs be to maintain seven Trustees or such number as by amendment be established for such Board.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other

than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Utah, we, the undersigned, constituting the incorporators of this Association, have executed

These Articles of Incorporation this 14th day of April,
1983.

Lee H. Nelson
Lee H. Nelson

Brent A. Nelson
Brent A. Nelson

Kenneth S. Ison
Kenneth S. Ison

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 14th day of April, 1983, personally
appeared before me Lee H. Nelson, Brent A. Nelson and Kenneth S.
Ison, who being by me first duly sworn have declared that they
are the persons who signed the foregoing document as
Incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 14th day of April, 1983.

Lee H. Nelson
Notary Public
Residing at:

442 N. Main
County of Salt Lake

My Commission Expires:
7/27/84

BY-LAWS

OF

CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The Association incorporated as CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 North Main Street, Bountiful, Utah 84010 but meetings of members and directors may be held at such places within the State of Utah, or out of State, as may be designated by the Board of Directors.

ARTICLE II

MEMBERS

Section 1. "Association" shall mean and refer to CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation,

Section 2. "Common Area" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property and facilities thereon owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Plot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple estate to any lot which is a part of the Properties, including contractual rights, and excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to Benchmark Development Company, its successors and assigns should require from the Association all the rights and obligations of development.

Section 7. "The Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder of Davis County, California.

Section 8. "Members" shall mean and refer to those persons entitled to vote and as provided in the Declaration.

ARTICLE 11

CHARTER OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 3:00 o'clock p.m. If the day for the annual meeting of the members is

a Sunday or legal holiday. The meeting will be held at the same place on the first day following which is not a Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) or more of the votes of the Class A membership.

Section 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 each 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 provided. 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast one-half (1/2) or more of the total votes of membership shall constitute a quorum. The provisions herein otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, a 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 of the meeting, until a quorum as aforesaid shall be present or be represented.

Section 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 donor of the vote.

ARTICLE IV

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Board. The affairs of this Association shall be managed by a board of seven (7) Trustees, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect four Trustees for a term of one year, and three Trustees for a term of two years; and at each annual meeting thereafter the members shall elect such numbers of Trustees as needs be to maintain seven Trustees or such number as by amendment be established for such Board.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association.

However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Sunday or legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, an attorney or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the

members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (¼) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid for an unreasonable length of time not to exceed sixty (60) days or bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to 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;

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

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any

officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may 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.

Section 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 except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

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

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal

to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit 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 IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating

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Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and when not paid within ten days from such due date shall be subject to a late payment penalty to be determined by the Board. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to

the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form whose imprint shall here be made.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of the Chase Lane Village Homeowner's Association, have hereunto set out hands this 12th day of April, 1983.

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
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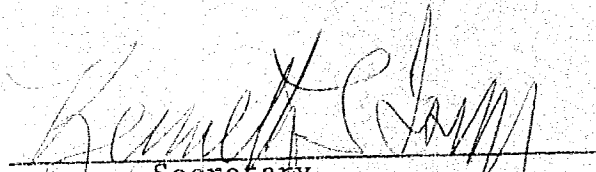
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Chase Lane Village Homeowner's Association, a Utah non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-laws of said Association, as duly adopted at a meeting of the Board of Trustees thereof, held on the 12th day of April, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association this 12th day of
April, 1983.


Secretary