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**AMENDED AND RESTATED**

**DECLARATION**

**OF**

**COVENANTS, CONDITIONS AND**

**RESTRICTIONS**

**FOR**

**STONNE LANE**

[11-571-0001 THROUGH 11-571-0024]

November 2021

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**AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONNE LANE**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration") is made and executed on the date shown below after being voted on and approved by the Owners in accordance with the governing documents of the Stonne Lane HOA, a Utah Non-profit Corporation.

**RECITALS:**

- A. The capitalized terms in this Restated Declaration are defined in Article I.
- B. The enabling Declaration of Covenants Conditions and Restrictions for Stonne Lane ("Enabling Declaration") were recorded in the office of the Davis County Recorder on December 29, 2004.
- C. The subdivision that is the subject of this Restated Declaration is known as the Stonne Lane Cluster Subdivision ("Stonne Lane"), and is situated in and upon that certain real property ("Subject Land") located in Davis County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.
- D. A plat map for Stonne Lane ("Plat") is recorded in the office of the County Recorder for Davis County, State of Utah. There are twenty-four (24) Lots in Stonne Lane, as shown on the Plat.
- E. The name of the Association is the Stonne Lane HOA ("Association"), which has been created as a Utah nonprofit corporation by filing articles of incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of Stonne Lane and is to be operated in accordance with this Restated Declaration, the Articles of Incorporation for the Stonne Lane HOA ("Articles of

Incorporation”), and the Bylaws of Stonne Lane HOA. The Bylaws are attached hereto as Exhibit “B”.

- F. The purpose and intent of this Restated Declaration is to restate, replace and amend the Enabling Declaration, and all prior recorded declarations, amendments and Bylaws, which shall collectively be referred to herein as the "Governing Documents", and to subject all Lots and Lot Owners within Stonne Lane to one set of covenants, conditions and restrictions as set forth in this Restated Declaration.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing Stonne Lane. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation for Stonne Lane HOA, a Utah nonprofit corporation, and, any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify or impair the legal status of the Project.

It is hereby declared that the property within Stonne Lane 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 property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above recitals are hereby approved and accepted as being accurate and shall constitute part of this Restated Declaration.

## ARTICLE I DEFINITIONS

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Restated Declaration shall have the meanings set forth in this Article I.
- 1.2 **Architectural Control Committee** shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article XI.
- 1.3 **Association** shall mean the Stonne Lane HOA, a Utah nonprofit corporation, organized to serve and act as the governing body of Stonne Lane.
- 1.4 **Board of Directors or Board** shall mean the Board of Directors of the Association.



- 1.5 **Common Area** shall mean and refer to that portion of property owned by the Association, and shown on the Plat as open space and/or dedicated to the common use and enjoyment of the Owners. All Common Area shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in this Declaration.
- 1.6 **Common Expense** shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area (including any special assessments), and including those fees not paid by the Owner responsible for payment; costs of management and administration of the Association including, but not limited to, accountants, bookkeepers, attorneys and other employees and consultants; the cost of maintaining those portions of the Lots as set forth herein; the costs of all utilities, landscaping and other services benefitting the Common Area; the costs of any fire, casualty and liability insurance covering Stonne Lane; and the cost of bonding the Directors of the Association; any taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against Stonne Lane, or portion thereof; and the cost of any other expense incurred by the Association for any reason whatsoever in connection with Stonne Lane, for the benefit of all of the Owners.
- 1.7 **Common Expense Fund** shall mean the fund created or to be created and into which all funds of the Association shall be deposited and used to pay common expenses.
- 1.8 **Dwelling** shall mean and refer to each physically constructed dwelling or building containing a single family residence located as an improvement on a Lot.
- 1.9 **Lot** shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.
- 1.10 **Manager** shall mean the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and Stonne Lane.
- 1.11 **Member** shall mean a member of the Association and shall include all Owners.
- 1.12 **Mortgage** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.
- 1.13 **Mortgagee** shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.
- 1.14 **Owner** shall mean any person or entity or combination thereof, owning fee title to a Lot within Stonne Lane as shown on the records of Davis County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

- 1.15 **Plat or Map** shall mean the Plat for Stonne Lane, as recorded in the office of the County Recorder for Davis County, State of Utah.
- 1.16 **Project** shall mean and refer to all Lots and Common Area within the subdivision, collectively.
- 1.17 **Subject Land** shall mean the land upon which Stonne Lane is situated, as more particularly described in Exhibit "A".
- 1.18 **Total Votes of the Association** shall mean the total number of votes appertaining to the Lots in Stonne Lane. All Lots shall have an equal vote..

## **ARTICLE II DIVISION OF PROJECT**

- 2.1 **Submission to Restated Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a residential subdivision to be known as Stonne Lane. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plat, each and all of which are declared and agreed to be for the benefit of Stonne Lane and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot Owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.
- 2.2 **Subdivision into Lots.** Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have the right to use the Common Area.
- 2.3 **Not a Cooperative or Condominium.** The creation of the Stonne Lane subdivision has not constituted the creation of a cooperative and no portion of Stonne Lane shall contain any condominiums.

## **ARTICLE III IMPROVEMENTS**

- 3.1 **Description of Improvements.** Stonne Lane shall contains twenty-four (24) Lots, as shown on the Plat. Each of the Lots shall, when improved, contain one attached single family Dwelling.
- 3.2 **Description and Legal Status of Lots.** The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

- 3.3 **Contents of Exhibit "D"**. Exhibit "D" to this Declaration furnishes the following information with respect to each Lot: (a) the Lot number, (b) the number of votes appertaining to each Lot by the Owner as a Member of the Association, and (c) the percentage interest each Owner owns in the Common Area.

#### **ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP**

- 4.1 **Ownership and Maintenance of Dwellings.** The maintenance, replacement and repair of the Common Area of the Association as directed by the Board and the cost thereof shall be a Common Expense. Lot Owners shall repair and maintain all portions of their Dwelling, including the exterior of the building. The Lot Owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the Lot Owner's expense, all portions of the Owner's Dwelling. Lot Owners shall also keep clean and in a sanitary condition their balconies and patios, if any. Lot Owners are responsible to maintain, repair and replace the foundation of a Dwelling and all concrete located on the Lot and Owner's Dwelling. Attached as Exhibit "E" is a Maintenance Chart that lists the division of responsibility for maintenance and repair of various portions of the Subject Land between the Association and the Owners. The provisions of Exhibit "E" govern to the exclusion of any other language contained in this Restated Declaration. However, the Association is only responsible to maintain and repair the items listed on Exhibit "E", and is only responsible to replace the Common Area and is not responsible to replace any property or improvements associated with a Dwelling or a Lot unless expressly indicated.
- 4.2 **Maintenance of Lots.**
- (a) **Landscaping.** The Association shall maintain all lawn and trees planted by the original developer or by the Association and located in the Common Area, as set forth on the Maintenance Chart attached as Exhibit "E". The Association shall not be responsible for the maintenance of gardens, trees, or other areas planted or improved by individual owners, nor to maintain or replace any improvements installed or vegetation planted by a Lot Owner. Each owner is encouraged to install xeriscaping on the Lot in an effort to conserve water.
- (b) **Snow Removal.** The Association shall remove snow within a reasonable time following a snowfall from the Common Area Streets. Each Owner shall be responsible for removing any snow on the sidewalks and driveways located in the front of their Dwellings, and to remove snow from sidewalks and front porches located on their Lot. Owners shall be responsible for any damage or flaking of the concrete caused by the use of ice melting products. Owners shall be responsible to apply ice melting products and the Association shall not be responsible for injury or harm to any person (Owner, invitee or guest) who slips or falls on an Owner's sidewalk, porch or Lot due to snow not being removed.
- (c) **No Snow Removal- Rear Lots.** Notwithstanding the foregoing to the contrary, the

Association shall not be obligated to remove snow from any driveways, patios or porches located in the rear of or on the sides of Dwellings located on the Lots.

- 4.3 **Title.** Title to a Lot within Stonne Lane may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- 4.4 **Prohibition Against Subdivision of Lot.** No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.
- 4.5 **Ownership and Use of Common Area.** The Association shall own the Common Area and the Association shall have the exclusive right and obligation to manage and maintain all Common Area, and to repair, replace and reconstruct any existing or new Common Area. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Area in common with all other Owners. Except as otherwise provided in this Declaration, each Owner shall be entitled to the nonexclusive use of the Common Area in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Each Owner will be responsible for an equal share of the insurance, maintenance and other costs and expenses relating to the Common Area.
- 4.6 **Exclusive Use of Lot.** Any porches, patios, driveways and other areas located on a Lot are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Owner or the Association as indicated on the attached Exhibit "E".
- 4.7 **Fences and Walls.** Those contractors who constructed Dwellings on Lots within Stonne Lane, have build and installed fences within the Association. All fences originally built by the Developer and located on he Common Area shall be maintained, repaired and replaced by the Association. No Owner shall, without first receiving written permission from the Board, construct or install any fence within the Association. Any fence built by an Owner shall be maintained, repaired and replaced at that Lot Owner's expense. Any fences or walls built with the Board's authorization shall be constructed of materials and shall be of such colors, styles and characteristics as approved by the Board, with the intent being that the Board will approve the construction, maintenance and reconstruction of any fences or walls allowed by the provisions hereof to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of Stonne Lane. In addition, any backyard fence constructed after this Restated Declaration is adopted shall not be permitted to extend past the back two-thirds (2/3rds) of the home located on the lot where fence is being constructed.
- 4.8 **Inseparability.** Title to any part of a Lot within Stonne Lane may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or

any part thereof, shall be constructed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Restated Declaration, including appurtenant membership in the Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Common Area in common with all Owners.

- 4.9 **No Partition.** The Common Area shall be owned by the Association, in accordance with the provisions of this Declaration, and no Owner nor the Association may bring any action for partition thereof except as allowed by law.
- 4.10 **Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his Lot. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Area and Common Facilities or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Restated Declaration, and in the event of foreclosure the provisions of this Restated Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.
- 4.11 **No Separate Taxation.** Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. The Common Area shall be taxed in accordance with the ownership interest possessed by each Lot Owner. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.
- 4.12 **Mechanic's Liens.** No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.
- 4.13 **Mortgages and Liens on Common Area.** The Association shall not attempt nor shall it have the right to mortgage or otherwise encumber the Common Area or any part thereof. No labor performed or material furnished for use in connection with the Common Area shall create any right to file a statement, claim, or notice of mechanic's lien against the Common Area.

## ARTICLE V EASEMENTS

- 5.1 **Easement for Maintenance.** The Association shall have the irrevocable right to have access from time to time to all Common Area and other area maintained by the Association during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and

replacement thereof or for making emergency repairs at any time herein necessary. The Association shall also have the irrevocable right to have access from time to time to all Lots during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement of those portions of the Lots which the Association has responsibility or for making emergency repairs at any time herein necessary to prevent damage to the Lot.

- 5.2 **Right to Ingress and Egress.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.
- 5.3 **Easements Deemed Created.** All conveyances of Lots within Stonne Lane hereafter made shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

## ARTICLE VI RESTRICTIONS ON USE

- 6.1 **Residential Uses Only.** Each Lot in Stonne Lane is intended to be used for single family residential housing. Commercial or business activities may be conducted within a Dwelling as permitted by Kaysville City Ordinances. Notwithstanding the foregoing, no more than two commercial visitors may visit any Lot at any one time.
- 6.2 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on, in, or upon any part of Stonne Lane, nor shall anything be done or placed in or upon any part of Stonne Lane which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of Stonne Lane which are or may become unsafe or hazardous to any person or property.
- 6.3 **Restriction on Recreational Vehicles.** No boats, trailers, recreational vehicles, trucks, commercial vehicles, inoperable vehicles or vehicles shall be parked or stored on the driveway or in any area in front of any Dwelling for more than 48 hours in any 30 day period. If such vehicles are parked or stored on a Lot, they shall be parked or stored in a garage or behind a fence so not to be visible from the street. No commercial vehicles shall be parked overnight on the Association's streets. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots.
- 6.4 **No Obstructions.** There shall be no obstruction of the Common Area by any Owner. Owners shall neither store nor leave any of their property in the Common Area, except with the prior written consent of the Association
- 6.5 **No Structural Alterations.** No Owner shall, without the prior written consent of the



Association, make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls or patios, to the exterior of the house located on his Lot without the prior written consent of the Board, which consent may be granted or withheld in the Board's sole discretion.

- 6.6 **Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Association, nothing shall be done or kept in or on any Lot or in the Common Area which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. Nothing shall be done or kept in or on any Lot or Dwelling or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his guests, lessees, licensees, or invitees.
- 6.7 **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 Stonne 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 Stonne 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 Stonne 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 Stonne Lane and shall be permanently removed from Stonne Lane no later than ten (10) days after written notice to do so is sent by the Board.
- 6.8 **No Short-Term Rentals or Leases.** Subject to the limitations contained in Article XV below, Owners may freely rent or lease their Lots provided that such rental or lease shall comply with applicable laws, rules ordinances and regulations and such rental or lease period shall not be less than six (6) months in duration. All leases, lessees, tenants and guests shall be subject to the provisions of this Restated Declaration and the rules and regulations adopted by the Association.
- 6.9 **Parking Areas.** Owners shall park automobiles in the driveway area immediately on the front of their Lot, on the west side of the Association's common area street, or in designated parking areas (included in the overflow parking area), but not elsewhere within Stonne Lane. No parking shall be permitted on the east side of the Association's street.
- 6.10 **Garbage Cans and Trash.** Garbage cans may be placed in the street for collection the afternoon or evening prior to the day of collection and must be removed from the street

within twelve (12) hours of collection. No trash may be collected, placed or stored on any portion of an Owner's Lot.

- 6.11 **Signs.** Except for one "For Rent" or "For-Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any lot or any portion of the properties. The Association may regulate and restrict signs in the Project to the extent permitted by law.
- 6.12 **Smoking.** No Owner, family member of an Owner, tenant, lessee, resident, occupant, guest, business invitee, visitor or any other person (collectively referred to as "Resident") shall smoke cigarettes, electronic cigarettes, cigars, or any other tobacco product, marijuana, illegal substance, or any other substance that emits smoke, including vaping, in the Common Area or within twenty-five feet (25') of the any Dwelling that is owned by another Owner. The term "smoke", "smoking" or "tobacco" as used herein includes the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, vaping, marijuana, illegal substance, or any other substance or item that emits smoke or a smoke-like substance.

## ARTICLE VII THE ASSOCIATION

- 7.1 **Membership.** Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. 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. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within Stonne Lane cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.
- 7.2 **Voting Rights.** Each Member shall be entitled to one vote for each Lot the member owns. No Lot shall be entitled to more than one vote.
- 7.3 **Board of Directors.** The Board of Directors shall consist of three (3) members.
- 7.4 **Amplification.** The provisions of this Article VII may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification



shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Restated Declaration.

- 7.5 **Liability of Board.** The Association shall indemnify every officer and member of the Board against any and all expenses, including but not limited to attorney fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or member of the Board. The officers and members of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful and gross: misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer or member of the Board, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability, officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

## ARTICLE VIII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 8.1 **The Common Area.** The Association shall be responsible, as described in herein and subject to the rights and duties of the Owners as set forth in this Restated Declaration, for the exclusive management and control of the Common Area and all improvements thereon. Except as otherwise provided for in this Restated Declaration, the Association shall also be responsible for maintenance, repair, and replacement of all improvements or other materials located upon or used in connection with the Common Area.
- 8.2 **Manager.** The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.
- 8.3 **Miscellaneous Goods and Services.** The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of Stonne Lane, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of Stonne Lane, the enforcement of this Restated Declaration, or any other matter. In addition to the foregoing, the Association may acquire and pay for as a Common Expense, insurance, landscaping, snow removal, some exterior lighting, and

other necessary or desirable utility services for the goods and services common to the Lots.

- 8.4 **Real and Personal Property.** The Association may acquire, hold and own real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. The Lot Owners shall own an undivided interest in all the Common Area. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.
- 8.5 **Rules and Regulations.** The Association by action of its Board of Directors may make reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Restated Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. The Association is empowered to adopt rules allowing for the termination of utilities upon non-payment of fees, as provided in Utah Code Annotated § 57-8a-309, to adopt rules for the collection of lease payments from tenants as provided in Utah Code Annotated § 57-8a-310, and to adopt rules allowing the Association to assess a fine against those residents, owners or tenants who violate the Association's Restated Declaration, bylaws or rules and regulations, which rules shall be consistent with those permitted in Utah Code Annotated § 57-8a-208. In the event of such action, with or without the filing of a judicial action, the Association shall be entitled to recover its costs, including reasonable attorney fees, from the offending Owner.
- 8.6 **Construction Period Exemption.** During the course of actual construction of any structures or improvements which are permitted to be located on Stonne Lane, the provisions, covenants, conditions, and restrictions contained in this Restated Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.
- 8.7 **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Restated Declaration or by law, and every other right or privilege reasonably necessary to effectuate any such right or privilege.

## ARTICLE IX ASSESSMENTS

- 9.1 **Agreement to Pay Assessments.** The Owners hereby covenants, and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Restated Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this

Article IX.

- 9.2 **Assessments.** Common Area assessments shall be computed against all Lots in Stonne Lane in the percentages set forth in Exhibit "D", attached.
- 9.3 **Annual Budget.** Annually, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Lots within Stonne Lane for which it has maintenance responsibilities. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners annually. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.
- 9.4 **Basis of Annual Budget.** The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Common Expenses") arising out of or connected with maintenance and operation of the Common Area and those portions of the Lots that are to be maintained, repaired and replaced by the Association. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve and reserve fund required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Restated Declaration.
- 9.5 **Annual Assessments.** The Association shall establish a regular assessment against each Owner, and each Owner shall be responsible for the percentage of the assessment as listed on the attached Exhibit "D". Such percentage shall be paid by each Owner into the Common Expense fund. The assessment shall be collected on a monthly basis unless the Board votes to collect assessments on a less frequent basis, so long as the new time period is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Lot follow the percentages shown on the attached Exhibit "D". Each monthly installment of the regular assessment not timely paid by the 10<sup>th</sup> day of the month shall bear interest at the rate of one and one-half percent (1½ %) per month from the date it becomes due and payable until paid (which interest may be compounded), as well as a late fee in an amount established by the Board, not to exceed \$50.00 per month. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.
- 9.6 **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association

may levy additional assessments as needed. No vote of the Owners shall be required to approve an assessment needed to repair or maintain portions of the Common Area that the Association is responsible to repair and maintain. Any amounts assessed pursuant hereto shall be apportioned according to the percentages found in the attached Exhibit "D". Notice in writing of the amount of such assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date such portions become due until paid (which interest may be compounded), plus late fees as established by the Board not to exceed \$50.00 per month.

- 9.7 **Lien for Assessments.** All sums assessed to the Owner of any Lot within Stonne Lane pursuant to the provisions of this Article IX, together with interest thereon as provided herein, is secured by virtue of this Restated Declaration as a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Restated Declaration, the Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the Davis County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by nonjudicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, 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 and the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien, and all reasonable attorney fees.
- 9.8 **Personal Obligation of Owner.** The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver or by abandonment of the Common Area or by abandonment of his Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.
- 9.9 **Non-Judicial Foreclosure.** All costs, expenses, assessments and fees owed to the Association for Common Expenses may be secured by a lien, which lien may be foreclosed in the same manner as foreclosures of deeds of trust under Utah law. 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. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein. The Owners hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to Richard W. Jones, as trustee, an attorney licensed in the State of Utah, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Restated Declaration. The Association may appoint a substitute trustee by executing a substitution of trustee as authorized in Utah Code Annotated, Section 57-1-22, without amending this paragraph.

- 9.10 **Statement of Account.** Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed as authorized by law, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.
- 9.11 **Personal Liability of a Purchaser.** In a voluntary conveyance, the purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller of the amount of such assessments paid by the purchaser for such assessments.
- 9.12 **Amendment of Article.** Except as may be necessary to conform to the law as it may be amended from time to time, this Article IX shall not be amended unless the Owners of two-thirds (2/3) of the Lots in Stonne Lane consent and agree to such amendment by a duly recorded instrument.

## ARTICLE X INSURANCE

- 10.1 **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by a company licensed to do business in the State of Utah:
- (a) **Liability Insurance Public Liability and Property Damage Insurance.** The



Association shall obtain a broad form of comprehensive public liability insurance coverage for the Common Area 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 Project.

- (b) **Director's and Officer's Insurance.** Adequate director's and officer's liability insurance (aka Errors and omissions insurance).
- (c) **Fidelity Bond.** A separate fidelity bond in a reasonable amount to be determined by the Board to cover all non-compensated officers as well as all employees for theft of Association funds,

10.2 **No Fire and Casualty Insurance Carried by Association.** The Association shall not be responsible to purchase insurance coverage on the Lots or on the Dwellings. Each Owner is required to obtain insurance on their own Lot for their own protection and benefit and as a requirement of any loan they may have on their Dwelling, which Owner's insurance is for the purpose of insuring the Lot against fire damage, water damage, water pipe damage, theft and vandalism, plus those additional types of losses normally covered by homeowners insurance that are not covered under the Association. Each Owner should provide a copy of this Article X to their insurance agent to make sure they obtain adequate and complete insurance coverage.

10.3 **Additional Coverage.** The provisions of this Restated 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 Restated Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.

10.4 **Adjustment and Contribution.** Exclusive authority to adjust losses under the insurance policies hereafter in force on Stonne Lane 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.

10.5 **Insurance Carried by Owners.** Each Owner is responsible for and shall obtain insurance, at his own expense, providing coverage upon 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.

## ARTICLE XI ARCHITECTURAL CONTROL COMMITTEE

11.1 **Architectural Approval.** No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the

properties, nor shall any exterior addition or change or alteration to any Lot or Dwelling be made until the plans and specifications showing the nature, submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by the Architectural Control Committee.

- 11.2 **Changing Architectural Design.** Notwithstanding the foregoing, without the prior written approval of at least sixty-seven percent (67%) of the owners, neither the Association nor the Architectural Control Committee shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulation pertaining to the architectural design or the exterior appearance or maintenance of Dwellings and Lots, and the maintenance of the common an limited common areas, including walls, fences, driveways, lawns and plantings.
- 11.3 **Minimum Requirements.** All Homes, exclusive of porches, decks, patios and garages shall have a total minimum size of 1200 sq. ft. A minimum of one attached doublewide garage. All main floor exterior walls (except rear wall which may have vinyl siding) of dwelling and garage shall have a minimum of four feet of brick, rock or stone. (Excluding bay windows or pop-outs where there is a hangover, no foundation.) All other exterior wall surfaces shall be stucco with aluminum soffits and facias. Roofs are to be 25-year architectural asphalt shingles.
- 11.4 **Changing Paint Color.** No Owner shall be permitted to change the exterior paint color of his or her Dwelling unless the Architectural Control Committee first approves the new color in writing. No paint color shall be approved which, in the sole opinion of the Architectural Control Committee, does not fit in with the style and design of the other Dwellings within Stonne Lane.

## ARTICLE XII COMPLIANCE WITH RESTATED DECLARATION AND BYLAWS

- 12.1 **Compliance.** Each Owner shall comply with the provisions of this Restated Declaration, the Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.
- 12.2 **Enforcement and Remedies.** 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 Restated Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any owner

to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provisions hereof, the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney fee.

### ARTICLE XIII COLLECTION FROM RENTERS

- 13.1 **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.
- 13.2 **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 amendment 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.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 XIV MORTGAGEE PROTECTION

- 14.1 **Mortgage Protection.** No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosures or trustee's sale.
- 14.2 **Priority of Liens.** No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

- 14.3 **Prior Liens Relate Only to Individual Lots.** All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to Stonne Lane as a whole.
- 14.4 **Mortgage Holder Rights in Event of Foreclosure.** Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer.
- 14.5 **Amendment.** No provision of this Article XIV shall be amended without the consent of at least fifty-one percent of all first Mortgagees as appear on the official records of Davis County, Utah, as of the date of such amendment, which consent may be deemed as permitted by the provisions of the Community Association Act, U.C.A. § 57-8a-220. However, should this Article XIV be amended without the prior consent of at least fifty-one percent of all first Mortgagees, the first Mortgagees who have received a security interest in a Lot as indicated on the official records of Davis County, Utah, will not be subject to the amendment but will be bound by the provisions of Article XIV that existed of record at the time the first Mortgagee received a security interest. Any Mortgagee who receives a security interest in a Lot will be bound by the provisions of this Article XIV that existed of record at the time the Mortgagee received a security interest in a Lot.

## ARTICLE XV RENTAL RESTRICTIONS

- 15.1 **Leasing Restricted.** No Lot within Stonne Lane may be leased unless the lease conforms with the exceptions listed in this Article. All leasing must be consistent with the provisions of this Restated Declaration.
- 15.2 **5 Lot Limit.** Not more than five (5) Lots within Stonne Lane shall be occupied by non-Lot Owners at any one time.
- 15.3 **No Short-Term Rentals.** When leases or rentals are permitted, terms shall not be for less than sixty (60) days. No short-term rentals are permitted such as Airbnb, VRBO, HomeAway, or any other vacation rentals.
- 15.4 **Board Approval.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Board who shall determine compliance with this Article XV.
- 15.5 **Notification of Board.** 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 unless less than five (5) of the Lots at Stonne Lane are occupied by a non-Owner.

- 15.6 **Exceptions.** The rental restrictions provided herein shall not apply in the following situations:
- (a) A Lot Owner is a member of the United States military and is required to move from the Lot during a period of military deployment and desires to Lease the Lot during the period of deployment;
  - (b) The Lot is occupied by the Owner's parent, child or sibling;
  - (c) An Owner whose employer has relocated the Owner for no less than two years (in other words, if an Owner is relocated by an employer for less than two years they may rent the Lot, but if for more than two years, the Owner may not rent the Lot);
  - (d) A Lot owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current resident of the Lot or the parent, child or sibling of the current resident of the Lot; or
  - (e) A Lot Owner moves from a Lot due to temporary (less than two years) humanitarian, religious or charitable activity or service and leases the Lot with the intent to return to occupy the Lot when the humanitarian, religious or charitable service has concluded.
- 15.7 **Grandfather Provision.** Those Lots that are Occupied by Non-Lot Owners at the time this Restated Declaration is recorded at the Davis County Recorders Office may continue to be Occupied by Non-Owner Owners until: (a) the Lot Owner transfers title to the Lot; (b) the Lot Owner occupies the Lot; or (c) an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Lot, occupies the Lot.
- 15.8 **Transfer Defined.** For purposes of Subsection 15.7, a transfer occurs when: (a) the Owner conveys, sells, or transfers a Lot by deed to another person; (b) the owner grants a life estate in the Lot to any person; or (c) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, there is a sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- 15.9 **Tracking Rentals.** The Board shall create, by rule or resolution, procedures to determine and track the rentals and Lots in Stonne Lane that are exempt under the provisions described in paragraphs 15.5, 15.6 and 15.7 above, and shall ensure consistent administration and enforcement of the rental restrictions in this Restated Declaration.

- 15.10 **Rent Defined.** As used herein, "Rent" (or any variation of the word) or "Lease" (or any variation of the word) means a Lot that is owned by an Owner that is Occupied by one or more Non-Owners while no Owner occupies the Lot as the Owner's primary residence. The payment of remuneration to an Owner by a Non-Owner shall not be required to establish that the Non-Owner is Leasing a Lot. Failure of a Non-Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Lot is a Rental Lot.
- 15.11 **Non-Owner Defined.** As used herein, "Non-Owner" or "Non-Lot Owner" means an individual or entity that does not hold any interest in the title to the Lot (as used herein synonymous with "lot") as shown on the records of the Davis County Recorder.
- 15.12 **Occupied Defined.** As used herein, "Occupied" means to reside in the Lot for fifteen (15) or more days in any thirty (30) day period. A Lot is deemed to be Occupied by a Non-Owner if the Lot is Occupied by an individual(s) other than the Lot Owner and the Owner is not occupying the Lot as the Owner's primary residence.
- 15.13 **Single Family Defined.** "Single Family" means (a) any number of individuals, related by marriage or adoption, within three generations by blood, and domestic servants for such family, or (b) a group of not more than three persons who are not so related, living together as a single nonprofit housekeeping unit. When a Lot is leased pursuant to an exception contained in this Restated Declaration, it may only be leased to a Single Family.
- 15.14 **Violations.** Any Lot Owner who violates this Article shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the Lease in violation of this Restated Declaration. If Stonne Lane is required to retain legal counsel to enforce this Restated Declaration, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Restated Declaration. Additionally, violation of this Article shall subject the violating Lot Owner who fails to cure a violation within five (5) days of the Board sending notice of violation, to an assessment, specific to the Lot Owner's Lot, of \$750.00.
- 15.15 **Severable.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 15.16 **Guests.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from residing in his or her Lot, while the Owner is present.

**ARTICLE XVI  
REINVESTMENT FEE**

**16.1 Statement of Purpose:**

- (a) The Board has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a unit within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling units; and
- (b) The Board and members of the Association have determined that a Reinvestment Fee is appropriate and needed for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the lots; and
- (c) To offset the additional cost borne by the Association in connection with the upkeep and maintenance of the common area, the members of the Association have determined that a new purchaser of a lot within the Association shall be assessed a non-refundable Reinvestment Fee of \$500.00.

**16.2 Reinvestment Fee.** Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be \$500.00. The Reinvestment Fee shall be paid by the purchaser of a unit whenever a unit is sold, transferred or conveyed to a new owner.

**16.3 Cap on Fee.** The Reinvestment Fee shall in no event exceed the amount of 0.5% of the value of the unit being transferred.

**16.4 Runs with Land.** The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit "A" and is intended to bind successors in interest and assigns of the real property described in Exhibit "A", attached hereto.

**16.5 Only Fee.** The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit "A", attached hereto.

**16.6 Duration.** The duration of the Reinvestment Fee covenant is for a period of 25 years or until otherwise amended within 25 years.

**16.7 Purpose.** The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units described in Exhibit "A", attached hereto, and to pay for association expenses as defined in UCA 57-1-46.

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

## ARTICLE XVII DISPUTE RESOLUTION

- 17.1 **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 Restated 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 Restated 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.
- 17.2 **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 XVII;
  - (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 Restated Declaration (an "Enforcement Action").

### 17.3 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.

- 17.4 **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.

**17.5 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.

**17.6 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 attorneys 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.

**17.7 Procedure Subject to Change by Board.** The procedures outlined in this Section 17 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 Association's



governing documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

- 17.8 **Procedure for Disputes Between the Association and Members.** Subject to the provisions of Section 17.2, 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 17.3 above.

## ARTICLE XVIII GENERAL PROVISIONS


- 18.1 **Intent and Purpose.** The provisions of this Restated Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned residential unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Restated Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 18.2 **Construction.** The provisions of this Restated Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Restated Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 18.3 **Registration of Mailing Address.** Upon the purchase of any Lot, the Owner of such Lot shall register with the Association his current mailing address. All notices or demands intended to be served upon any Owner shall be sent as provided in the Bylaws.
- 18.4 **Audit.** Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association.
- 18.5 **Amendment.** Except as otherwise provided herein, this Restated Declaration, and any amendments to the Restated Declaration, may be amended with or without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Lot Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by an officer of the

Association certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Davis County, State of Utah.

- 18.6 **Effective Date.** This Restated Declaration and any amendments thereto shall take effect upon recording.
- 18.7 **Agent for Service.** The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.
- 18.8 **Limitation on Association's Liability.** 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 Stonne Lane, or resulting from electricity, water, ground water, rain, snow or ice, or the settling of ground beneath a Lot. No diminution or abatement of any assessments under this Restated Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to Stonne Lane or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.
- 18.9 **Owner's Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Restated Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he lawfully conveys title to such Lot.

IN WITNESS WHEREOF, this 25<sup>th</sup> day of April, <sup>2021</sup>2021.

**STONNE LANE HOA**


By   
Its: President

STATE OF UTAH            )  
  :SS.  
COUNTY OF Weber    )

On this 20 day of April, 2021, personally appeared before me Janna Wheatley.

who being by me duly sworn, did say that (s)he is President of the Stonne Lane HOA, and that the within and foregoing instrument was signed in behalf of said limited liability company and (s)he duly acknowledged to me (s)he executed the same.



  
\_\_\_\_\_  
Notary Public

## **Exhibit "A"**

### **STONNE LANE Legal Description**

ALL OF LOTS 1 THROUGH 24, STONNE LANE CLUSTER SUBDIVISION, LAYTON CITY, DAVIS COUNTY, UTAH.

[11-571-0001 THROUGH 11-571-0024]

## **Exhibit "B"**

## **BYLAWS**

# BYLAWS

FOR

## STONNE LANE HOA

The following are adopted as the administrative Bylaws for Stonne Lane HOA ("Stonne Lane"), a Utah nonprofit corporation.

### ARTICLE I PLAN OF LOT OWNERSHIP AND INCORPORATION

- 1.1 **Submission.** These Bylaws are adopted by the Owners of Lots in Stonne Lane. These Bylaws shall govern the administration of Stonne Lane HOA.
- 1.2 **Definitions.** The words defined in Article I of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"), shall have the same meaning when used herein unless the context clearly requires another meaning.
- 1.3 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Restated Declaration or any amendments thereto, the latter shall in all instances govern and control.
- 1.4 **Office and Registered Agent.** The Registered Agent of the Association shall be the President or Secretary of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
- 1.5 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Stonne Lane shall be subject to and abide by these Bylaws.

### ARTICLE II ASSOCIATION

- 2.1 **Composition.** The Association of Owners is a mandatory association consisting of all Owners at Stonne Lane.
- 2.2 **Voting.** Each Owner shall have an equal vote.
- 2.3 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time

to time and stated in the notice of meeting.

- 2.4 **Annual Meeting.** The annual meeting of the Association shall be held at such suitable day, date and time as may be designated by the Board from time to time. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
- 2.5 **Special Meetings.** The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- 2.6 **Notice of Meeting.** It shall be the duty of the Secretary to give notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record. Such notice shall be given in the manner provided in Section 2.7 below.
- 2.7 **Notification by Mail, Website and Email.** Any notice permitted or required 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 Board of Directors for the purpose of service of such notice or to the Lot 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 Board of Directors.
- (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 Lot 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 Lot.

2.8 **Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Restated Declaration and any rules adopted by the Association, and shall have fully paid all Assessments due.

2.9 **Proxies.** The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Owners or the legal representative of an Organizational Owner may be proxies.

2.10 **Quorum.** A majority of the members (51% or more) of the Association shall constitute a quorum for the adoption of decisions, unless otherwise stated in the Restated Declaration or Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Restated Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

2.11 **Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) roll call to determine quorum status;
- (b) proof of notice of meeting;
- (c) reading of minutes of preceding meeting;



- (d) reports of officers;
- (e) report of special Boards, if any;
- (f) appointment of inspectors of election, if applicable;
- (g) election of Board Members, if applicable;
- (h) unfinished business; and
- (i) new business.

2.12 **Conduct of Meeting.** The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

### ARTICLE III BOARD OF DIRECTORS

3.1 **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Restated Declaration, and may do all such acts and things necessary to operate and maintain Stonne Lane. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Restated Declaration, the Board shall be responsible for at least the following:

- (a) Preparation of an annual budget;
- (b) Determining the annual assessment of each Owner;
- (c) Managing the Association;
- (d) Maintaining the Common Area;
- (e) Collecting the Assessments;
- (f) Depositing the collections into a federally insured interest bearing account or accounts;
- (g) Adopting and amending rules and regulations;
- (h) Enforcing the Stonne Lane governing documents;
- (i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Restated Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (k) Commencing legal action when necessary;
- (l) Purchasing and maintaining insurance for the Association and the Board;
- (m) Paying the cost of all services rendered to Stonne Lane and not billed directly to Owners of individual Lots.
- (n) Keeping books and records of the Association;
- (o) Providing common utility services as needed;
- (p) Giving notice of alleged violations of Stonne Lane governing documents and

- providing the alleged violator the opportunity to be heard;
- (q) Levying rules, fines, sanctions and citations;
- (r) Making emergency repairs;
- (s) Towing or impounding motor vehicles;
- (t) Evicting non-Owner residents in material violation of Stonne Lane governing documents or who have created and failed to abate a nuisance; and
- (u) Doing such other things and acts necessary to accomplish the foregoing.

- 3.2 **Composition of Board of Directors.** The Board of Directors shall be composed of three (3) members of the Association.
- 3.3 **Qualification.** Only individual Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership. Only one Owner per Lot shall serve on the Board at any given same time.
- 3.4 **Election and Term of Office of the Board.** The term of office of membership on the Board shall be three (3) year and each member shall serve on the Board until such time as his successor is duly qualified and elected.
- 3.5 **Initial Organizational Meeting.** The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.
- 3.6 **Regular Meetings.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than monthly.
- 3.7 **Special Meetings.** Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone or electronic means, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.
- 3.8 **Waiver of Notice.** Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **Quorum.** At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for

no shorter than two (2) days nor more than 5 days and give notice of the rescheduled meeting to the members not in attendance. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

- 3.10 **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.
- 3.11 **Removal of Board Member.** A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings in any twelve month period or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.
- 3.12 **Compensation.** As compensation for his/her services, the President shall not be required to pay the Association's monthly dues. All other members of the Board shall only be required to pay fifty percent (50%) of the amount that is assessed on a monthly basis to the members of the Association. Board members shall not receive additional compensation for their services, and shall be required to pay the full amount of any Association special assessments. Notwithstanding the foregoing, all Board members shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.
- 3.13 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:
- (a) **Open Meetings.** A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio)

recording of the meetings, or any part thereof.

- (b) **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
  - (c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
- 3.14 **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV NOMINATION AND ELECTION OF BOARD MEMBERS

- 4.1 **Nomination Process.** The process for the nomination and election of the Board of Directors shall proceed as set forth herein.
- 4.2 **Nominations.** The names of the candidates recommended by Board may be included in the Notice of the annual meeting sent to members of the Association, and may be included on proxy and absentee ballots sent to members. Write-in candidates are permitted. Nominations may also be received from members of the Association from the floor at the annual meeting of the members.
- 4.3 **Election.** At the annual meeting for the election of new Board members, the Board shall prepare and distribute a ballot to each Owner. Owners who do not attend the meeting may vote by proxy ballot or by written ballot. Each Lot is entitled to vote as provided in the Restated Declaration and Bylaws. Voting shall be by secret ballot only if required by the Restated Declaration.

#### ARTICLE V OFFICERS

- 5.1 **Designation.** The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.
- 5.2 **Election of Officers.** The officers of the Association shall be elected by the members of the Board of Directors at their first meeting after the annual meeting of the Association.

Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.

- 5.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
- 5.4 **President.** The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.
- 5.5 **Vice-president.** The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.
- 5.6 **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.
- 5.7 **Treasurer.** The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of Stonne Lane.

## ARTICLE VI FISCAL YEAR

- 6.1 The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

## **ARTICLE VII AMENDMENT TO BYLAWS**

- 7.1 **Amendments.** These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

## **ARTICLE VIII COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

- 8.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Restated Declaration.
- 8.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Restated Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Restated Declaration.
- 8.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 8.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 8.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
- 8.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.
- 8.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Davis County.

## Exhibit "C"

### **INTEREST IN ASSOCIATION** **(Does not apply to voting)**

<b>Lot Number</b>	<b>Number of Votes</b>	<b>Percentage Interest in Common Area</b>
Lot # 1	1	4.17%
Lot # 2	1	4.17%
Lot # 3	1	4.17%
Lot # 4	1	4.17%
Lot # 5	1	4.17%
Lot # 6	1	4.17%
Lot # 7	1	4.17%
Lot # 8	1	4.17%
Lot # 9	1	4.17%
Lot # 10	1	4.17%
Lot # 11	1	4.17%
Lot # 12	1	4.17%
Lot # 13	1	4.17%
Lot # 14	1	4.17%
Lot # 15	1	4.17%
Lot # 16	1	4.17%
Lot # 17	1	4.17%
Lot # 18	1	4.17%
Lot # 19	1	4.17%
Lot # 20	1	4.17%
Lot # 21	1	4.17%
Lot # 22	1	4.17%
Lot # 23	1	4.17%
Lot # 24	<u>1</u>	<u>4.17%</u>
	24	100%*

\*Rounded number to create 100%



## EXHIBIT "D" MAINTENANCE CHART

The following chart defines the division of responsibility for maintenance and payment of repairs of various areas between the Stonne Lane HOA and the Owners.

	<b>EXTERIOR</b>	<b>HOA</b>	<b>OWNER</b>
1	Maintenance of, repair, paint and replace roof, hardiboard siding, soffit and fascia		X
2	Maintenance of, replace and repair of exterior brickwork and chimneys		X
3	Maintenance of, replace and repair of front steps and sidewalk		X
4	Maintenance of, replace and repair of concrete foundations and entrees		X
5	Maintenance of, replace and repair of patio concrete		X
6	Maintenance of and replace and repair perimeter fences that were part of the original development	X	
7	Maintenance of and replace and repair non perimeter fences (except fences installed by an Owner)	X	
8	Maintenance of, replace and repair of rain gutters and down spouts		X
9	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes		X
10	Replacement, maintenance and repair of garage floors and doors		X
11	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames		X
12	Replacement, maintenance and repair of all yard lights that use electricity from the Lot		X
13	Replacement, maintenance and repair of all lights attached to the exterior walls		X
14	Maintenance of gas lines and electric wiring connections from the meters to the Lot		X
15	Maintenance of water system from the outside entry through the foundation and throughout the Lot. This includes the outside faucets and hose bibs. Any damage caused by this portion of the water system is the liability of Lot Owner		X
16	Replacement and repairs to outside water spigots, bibs and sprinklers on a Lot		X
17	Replacement, repair and maintenance of phone lines, TV cables, air conditioning, satellite dishes antennas		X
18	Lot Owner improvements: windows, attic vents and similar items		X
19	Replacement, maintenance and repair of sprinkler lines and heads in common area	X	
20	Maintenance of, replace and repair of driveways		X
21	Mow lawn in front and rear of Lots		X

	<b>INTERIOR</b>	<b>HOA</b>	<b>OWNER</b>
22	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer wiring and networks		X
23	Maintenance, cleaning and repair of venting, chimneys and fireplaces		X
24	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures		X
25	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves		X
26	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal settling		X
27	Repairs of damage resulting from static water or seepage of water from any underground source except water and sprinkler system failures.		X
28	Repairs of damage resulting from surface water		X
29	Repairs of damage to interior of a Dwelling resulting from static water, rain, or seepage of ground water		X

	<b>GROUNDS</b>	<b>HOA</b>	<b>OWNER</b>
30	Lawn, flowers, trees and shrubs on individual lots- planted by the Association or the original developer of the subdivision		X
31	Lawn, flowers, trees and shrubs in the Common Area	X	
32	Flowers, trees and shrubs and xeriscaping on individual lots- planted by lot Owner		X
33	Lawn watering system on Common Area	X	
34	Snow removal: front porch, steps, driveways sidewalks to front door		X
35	Snow removal: sidewalks		X
36	Maintenance, repair and replace driveways, steps and porch		X
37	[reserved for future use]		

	<b>OTHER</b>	<b>HOA</b>	<b>OWNER</b>
38	Garbage collection		X
39	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each Dwelling		X
40	[reserved for future use]		
41	[reserved for future use]		

# Owner Ballots and Votes

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/24/2022

Address (Lot #): 648

Benjamin Poode  
Owner

---

Owner

**WRITTEN BALLOT**

**THE STONNE LANE HOA**

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

**G** I vote in **favor** of adopting the Restated Declaration

**G** I vote **against** adopting the Restated Declaration

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: April 15, 2022

Address (Lot #): 652

Pamela Wood Stewart  
Owner

\_\_\_\_\_  
Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration


I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 22 Mar 22

Address (Lot #): 656

  
Miranda Sayre  
Owner

\_\_\_\_\_  
Owner



## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

**G** I vote in **favor** of adopting the Restated Declaration

**G** I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 6/April/2022

Address (Lot #): 662

Paul Todd Westwood  
Owner

Paul Todd Westwood  
Owner



## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

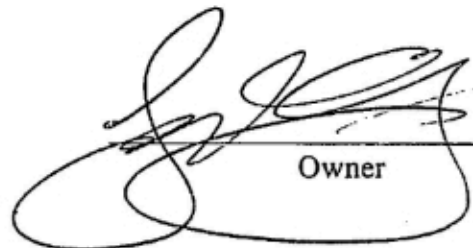
I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/23/2022

Address (Lot #): 668 North Stonne Lane

  
Owner

---

Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

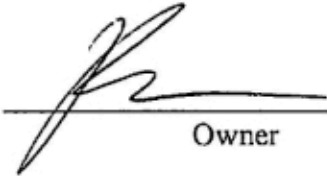
The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration


Dated:

3/21/22

Address (Lot #):

674

  
\_\_\_\_\_  
Owner

  
Brandon Manchego  
Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 4/4/2022

Address (Lot #): 680

Crystal Leake  
Owner

---

Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

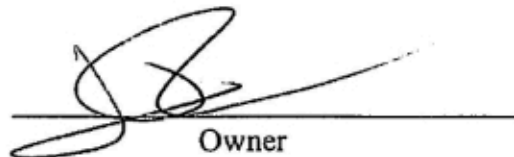
I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3-22-2022

Address (Lot #): 686

  
Owner

Jason + Sarah Hilston  
Owner

**WRITTEN BALLOT**  
**THE STONNE LANE HOA**

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

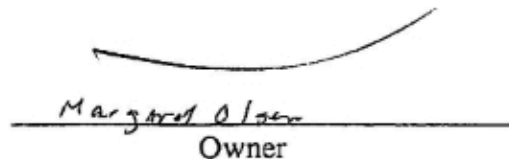
---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/21/2022

Address (Lot #): 692

  
Owner

  
Owner

**WRITTEN BALLOT**  
**THE STONNE LANE HOA**

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

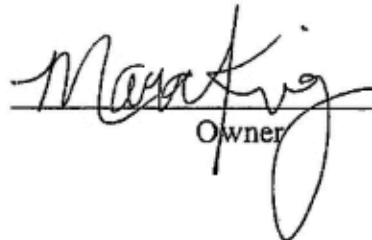
- 
- I vote in **favor** of adopting the Restated Declaration
- I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/21/22

Address (Lot #): 698

  
\_\_\_\_\_  
Owner

MARIA King  
\_\_\_\_\_  
Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/23/2022

Address (Lot #): 718

Carlos C. Garcia  
Owner

\_\_\_\_\_  
Owner



## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/21/22

Address (Lot #): 730 Stonne

Jamara Wheatley  
Owner

William Wheatley  
Owner

**WRITTEN BALLOT**  
**THE STONNE LANE HOA**

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

**G** I vote in **favor** of adopting the Restated Declaration

**G** I vote **against** adopting the Restated Declaration

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated:

3/28/22

Address (Lot #):

742 Stonne Lane

  
Owner

doug jassop

Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/21

Address (Lot #): 748

Janet C. Finlayson  
Owner

Janet Finlayson  
Owner

## WRITTEN BALLOT

### THE STONNE LANE HOA

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 9/7/2022

Address (Lot #): 772 north

Jordyn Olsen  
Owner

Jordyn Olsen  
Owner

**WRITTEN BALLOT**  
**THE STONNE LANE HOA**

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

**G** I vote in **favor** of adopting the Restated Declaration

**G** I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3/21/22

Address (Lot #): 780

Matt & Jenny Jacobsen  
Owner

Jenny Jacobsen  
Owner

**WRITTEN BALLOT**  
**THE STONNE LANE HOA**

The action proposed by this written ballot is to adopt Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane ("Restated Declaration"). If adopted, the Restated Declaration will amend and replace Restated Declaration of Covenants, Conditions and Restrictions for Stonne Lane, which were recorded in the office of the Davis County Recorder on December 29, 2004, as entry number 2041623.

I hereby cast my vote in reference to the proposed Restated Declaration as follow:

---

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

---

The undersigned confirms that he or she has had the opportunity to review a copy of the proposed Restated Declaration

Dated: 3-21-22

Address (Lot #): 784

  
Owner

Ryleigh Rees  
Owner