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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
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REC'D FOR CHASE LANE VILLAGE HOMEOWNERS

*Chase Lane Village Phase I & II*  
AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

January 1995

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

WITNESSETH:

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

*PHASE I*

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

*See p. 1a for PHASE II*

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

02-105-0101 to 0121  
02-110-0127 to 0191

Page 1a

Chase Lane Village

Phase II

BOUNDARY DESCRIPTION

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

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

ARTICLE I  
DEFINITIONS

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

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

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

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

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

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable assessments and other fees for the maintenance of any improvements situated upon the Common Area, or any portion thereof;
- (b) the right of the Association to enforce the payment by any owner of the assessments made herein in accordance with the provisions herein;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Members shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at

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

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

Section 3. Maximum Annual Assessment. The maximum annual assessment may not be increased by the Board of Trustees more than 5% above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than

60 days in advance of the meeting. The presence at the meeting of members, including proxies, entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may

bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Additionally, a late charge of ten dollars (\$10.00) shall be added on payments made more than 10 days after due. Furthermore, no owner whose assessments are more than 30 days delinquent shall be entitled to vote at annual or special meetings.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (Trust Deed power of sale) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Contingency Savings Funds: Safeguarding and Uses of Monies. The management of monies paid by homeowners or otherwise acquired by the homeowners' association and deposited to a savings account to defray the costs of future needs, anticipated or unanticipated, is the responsibility of the Board of Trustees. The Board shall appoint Chase Lane Village homeowners on an ad hoc basis to serve in an advisory capacity to assist in the safeguarding and enhancement of monies.



The uses of contingency fund monies are limited to roof replacement, major damage to building exteriors and unanticipated large scale catastrophic destruction to buildings and grounds.

Contingency fund monies may not be committed without compliance with the following:

- (a) intent to commit contingency fund monies and the proposed use to be made of such monies must be announced to all homeowner association members ninety days (90) days before any monies are legally obligated. A public hearing, announced thirty (30) days in advance, must be held sixty (60) days before monies are obligated. Refer to item (c) below for the exception to this item.
- (b) contingency fund monies are to be expended in increments not less than twenty-five thousand dollars (\$25,000.00) per single identified need, e.g., one roofing contract, the damage from one flood, the damage from one destructive wind siege.
- (c) in the event of sudden large scale catastrophic destruction, expenditure of contingency funds may be authorized by a two-thirds vote of the homeowners attending a duly called Association membership meeting.
- (d) contingency fund monies may be used only after all applicable insurance coverages have been exhausted.

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

Because of the relatively short terms of Chase Lane Homeowners Association Trustees (one to two years), Contingency Fund Advisory Committee members, except for those initially appointed, shall serve three (3) year terms in order to assure continuity of experienced oversight skills. Of the three members initially appointed, one shall serve a one (1) year term, a second shall serve a two (2) year term, and the third shall serve a three (3) year term. The Association Treasurer shall serve as an ex officio member of the Advisory Committee.

Contingency fund monies shall be an asset of Chase Lane Village, accruing to the net worth and accumulated resources of the Village as a total entity and not subject to withdrawal by individuals who choose to move from the Village. In the event of a dissolution of the Chase Lane Homeowners Association, other than incident to a merger or consolidation (References: ARTICLE VIII of the ARTICLES OF INCORPORATION OF CHASE LANE VILLAGE), the Board of Trustees shall, prior to the dissolution, distribute contingency fund monies in a manner consistent with the purposes for which the homeowners' association was established and in the best interest of the Chase Lane Village.

#### ARTICLE V

#### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exteri-

or improvements. Such exterior maintenance shall not include glass surfaces, entry doors, or snow, ice or debris removal from sidewalks or driveways. However, entry doors may be painted by the Association as part of their long term painting cycle.

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

ARTICLE VI

RESIDENTIAL AREA COVENANTS

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

Section 2. Architectural Control. No fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days

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

Patio Covers:

- a. Size cannot exceed present patio size of 26 feet long by 16 feet wide.
- b. Permanent addition of studded walls covered by siding is not permissible.
- c. The cover must be structurally sound and attractive, the color(s) coordinating with presently used coloring.
- d. In case of dispute of damage liability, the decision of the current insurance carrier of Chase Lane Village Homeowner's Association shall prevail.

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

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 18" x 24", advertising the property for sale or rent to be placed in the window of the unit for sale or rent.

Section 5. Animals. Any animal or pet kept by any owner or any resident on any Lot shall be housed, that is sleep and eat, inside the owner's residence, and when outside the owner's residence, shall be on a leash. All pet owners are subject to all City of Centerville animal licensing and leash laws. All pet owners shall be responsible for cleaning their pet's excrement from the grounds.

Section 6. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept inside the owner's garage or patio except when placed outside the evening before or day of collection by the city. No unsightly material or other objects of any kind are to be stored on any Lot in view of the general public.

Section 7. Party Walls. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared

by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

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

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. ANY

Owner or resident in violation of any restriction, condition or covenant shall, in addition to any other obligation he/she may be responsible for, be liable for the costs of enforcement and collection, including but not limited to reasonable attorneys' fees.

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

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

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

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

IN WITNESS WHEREOF, the undersigned, for the Board of  
Trustees herein, has hereunto set its hand this 3rd day of  
February, 1995.

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

By *H. R. [Signature]*  
President

*Lyril Pivano*  
Secretary

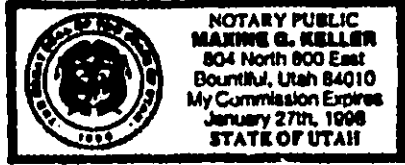


STATE OF UTAH )  
COUNTY OF Davis ) :ss.

On the 3<sup>rd</sup> day of February, 199( ), personally  
appeared before me \_\_\_\_\_  
and \_\_\_\_\_, who being  
duly sworn by me, did say, each for himself, that he/she the said  
\_\_\_\_\_ is the President and he/she the  
said LYRIL PISANO is the Secretary of Chase  
Lane Village Homeowner's Association and that the within and  
foregoing instrument was signed in behalf of said corporation by  
authority of two-thirds (2/3) of the consent of the members.

Maxine G. Keller  
Notary Public  
Residing at:

My Commission Expires:  
1-27-98



AMENDED BY-LAWS  
OF THE  
CHASE LANE VILLAGE HOMEOWNERS' ASSOCIATION  
JANUARY 1994<sup>5</sup>

ARTICLE I  
NAME AND LOCATION

The name of the corporation is CHASE LANE VILLAGE HOMEOWNERS' ASSOCIATION, a non-profit membership association hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1220 North 450 West, Centerville, Utah 84014, but meetings of members and directors may be held at such places within the State of Utah, County of Davis, as may be designated by the Board of Trustees.

ARTICLE II  
DEFINITIONS

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

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

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

but shall not be limited to, easements granted for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Association" shall mean and refer to CHASE LANE VILLAGE HOMEOWNERS' ASSOCIATION, a Utah non-profit corporation, its successors and assigns, if such successors or assigns should acquire from the Association all of its rights and obligations of development.

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

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

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the members shall be held on or about the first (1st) Monday of February of each year at a time when the majority of members may be present.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members, including proxies, entitled to cast one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the

members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5.      Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 1.      Number. The affairs of this Association shall be managed by a Board of seven (7) Trustees, who must be members of the Association.

Section 2.      Term of Office. At the first annual meeting, the Association members shall elect four Trustees for a term of one (1) year, and three (3) Trustees for a term of two (2) years; and at each annual meeting thereafter, the Association members shall elect such numbers of Trustees as needs be to maintain seven (7) Trustees or such number as, by amendment, be established for such Board.

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

selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.      Compensation.      No Trustee shall receive compensation for service he or she may render to the Association. However, with prior approval of the Board of Trustees, any Trustee may be reimbursed for actual expenses incurred in the performance of his or her duties.

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

#### ARTICLE V

#### NOMINATION AND ELECTION OF TRUSTEES

Section 1.      Nomination.      Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the

Board of Trustees as it shall, in its discretion, determine to be necessary, but not less than the number of vacancies that are to be filled.

Section 2.      Election. Election to the Board of Trustees shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended Declaration, Article III, Section 2. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF TRUSTEES

Section 1.      Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

## ARTICLE VII

## POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

- a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Amended Declaration;
- (d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and
- (e) within budgeted funds, obtain the services of a manager, an independent contractor, an attorney, or such



other independent contractors as they deem necessary,  
and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and independent contractors of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid for an unreasonable length of time not to exceed sixty (60) days or bring an action at law against the owner personally obligated to pay the same.

- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

Section 3.     Term.     The officers of this Association shall be elected annually by the Board, and each shall hold

office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

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

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual

budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Amended Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and when not paid within ten (10) days from such due date shall be subject to a late

payment penalty to be determined by the Board. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### COMPLAINT RESOLUTION

Concerns regarding maintenance of the common areas, functioning of the Board of Trustees, funds, and other topics within the scope of these By-Laws should be submitted in writing except in emergency situations; however, emergencies will need to be followed up with written complaints submitted to the President of the Board of Trustees for resolution. Concerns regarding noise, traffic, streets, and public works should be addressed to the appropriate civic authority.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members. Any amendment must be recorded in the office of the Davis County Recorder, State of Utah.

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

ARTICLE XIV

SERVICE OF PROCESS

The President of the Association is appointed to receive service of process.

IN WITNESS WHEREOF, we, being all of the Trustees of the Chase Lane Village Homeowner's Association, have hereunto set our hands this 3rd day of February, 1995

H. W. Ross  
M. J. Jensen  
Paula Severson  
Lyle Petersen

Patricia L. Wood  
Donald Deimell  
W. R. Olson

## CERTIFICATION

WE, the undersigned, do hereby certify:

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

THAT the foregoing By-Laws constitute the amended original By-Laws of said Association, as duly adopted at a meeting of the Board of Trustees thereof, held on the 3rd day of February, 1995.

IN WITNESS WHEREOF, the undersigned, representing the Board of Trustees herein, have hereunto set their hand this 3rd day of

February, 1995.

CHASE LANE VILLAGE HOMEOWNERS  
ASSOCIATION, a Utah Non-Profit  
Corporation,

By   
President

By   
Secretary



CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION  
1220 North 450 West  
Centerville, Utah 84014

January 1995

IT IS THE DESIRE OF THE FOLLOWING LOT OWNERS OF CHASE LANE VILLAGE THAT THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE AMENDED BYLAWS, BOTH DATED JANUARY 1995, REPLACE THE ORIGINAL DECLARATION AND THE ORIGINAL BYLAWS, BOTH DATED APRIL 12, 1983, AS THE GOVERNING DOCUMENTS OF CHASE LANE VILLAGE, EFFECTIVE MARCH 1, 1995.

Owner

Address

Owner	Address
<i>Val D. Bradley</i>	1162 N. 725 W.
<i>Donna L. Smith</i>	613 W 1175 N
<i>Marian E. Bennett</i>	653 W 1175 W
<i>Louise M. Johnson</i>	1174 No. 725 West
<i>Mae Young</i>	1166 No. 700 West
<i>Maurice Bellert</i>	1156 No. 725 West
<i>El Carder</i>	1173 N. 700 W.
<i>DA Craft</i>	1167 N. 700 W.
<i>Janet James</i>	1161 N. 700 W.
<i>Allen Bickner</i>	1154 N 700 W
<i>W.R. Brown</i>	1202 N 575 W
<i>Harold J. Young</i>	1172 N 700 W
<i>Marilyn Young</i>	1155 N 700 W
<i>Jeanie Johnson</i>	1237 N. 575 W.
<i>Steven Killard</i>	1128 No 575 W.
<i>15</i>	



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1220 North 450 West  
Centerville, Utah 84014

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Owner	Address
Pat & Gordon W. Steed	1238 No 450 West
Robert & Virginia Hillis	1241 No 450 West
Ross Oak	1232 No. 450 West
Nedra McCall	1223 N 450 West
Nadine H. Dater	1249 450 West S
Gloria Barber	1193 No. 450 W.
Gina S. Sorensen	1218 N. 450 W.
Paul Hansen	1198 N. 450 W.
Sam & Marlene Young	1192 N 450 W
Don & Shelia	1229 N 450 W

SEGAAR

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CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION  
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 Centerville, Utah 84014

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Owner	Address
Don M. and Gollie Newby	618 W 1175 W
Phyllis B. Morgan	1188 N. 575 W.
William R. Lindley	1209 W. 575 W.
John Mathis	1208 N. 575 W.
Keith & Janice Kyneman	618 W. 1175 W.
Virginia & Bruce K. K. K.	1227 W. 575 W.
John & Bernette Carmack	1193 N. 575 W.
Allen S. Morris	1228 N. 575 W.
John <sup>(Charlie)</sup> & Maglene Andersen (Lemere & Turner)	642 W. 1175 W.
John & Elaine Malen	1231 N 575 W.
Brian P. Slater	1207 W. 575 W.
	1182 N. 575 W.

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Centerville, Utah 84014

January 1995

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Owner	Address
(Mr.) Alvin R. Britt	1165 No 725 West, PO Box 656 Centerville, UT 84014
Jerry Scotty	718 W. 1175 No.
Kevin Alford	1154 N. 725 W.
Ken Mansfield	732 W. 1175 N.
Gerald J. Smith	481 W. 1250 N.
Robert Brown	678 W. 1175 N.
Robert Lovell	707 W. 1175 N.
Audrey E. Woodbury	1171 No 725 W Cent
Beverly Christensen	712 W. 1175 No. Centerville, Ut.
Larson Leung	708 W 1175 No. Centerville
D.L. McPhail	738 W 1175 W
"	

CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION  
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Centerville, Utah 84014

January 1995

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-----

Owner

Address

Ann L. Davis

1169 N 575 W.

Dee Bell

1129 N 575 W

John Rimmer

1122 N 575 W

Debra R. White

1162 N. 575 W.

Donald Johnson

648 W. 1175 N.

Harold W. Seibert

672 W. 1175 N.

Gene Ware

1168 N 575 W.

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PROXY

Please sign and return ASAP,

CHASE LANE VILLAGE HOMEOWNERS ASSOCIATION  
1220 North 450 West  
Centerville, Utah 84014

Thanks

January 1995

E 1165131 B 1846 P 1056

IT IS THE DESIRE OF THE FOLLOWING LOT OWNERS OF CHASE LANE VILLAGE THAT THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE AMENDED BYLAWS, BOTH DATED JANUARY 1995, REPLACE THE ORIGINAL DECLARATION AND THE ORIGINAL BYLAWS, BOTH DATED APRIL 12, 1983, AS THE GOVERNING DOCUMENTS OF CHASE LANE VILLAGE, EFFECTIVE MARCH 1, 1995.

Owner

Address

*signature*  
R. Charles Voeltz  
Louise S. Voeltz

647 West, 1175 No.

Multiple horizontal lines for listing additional owners and addresses.





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Owner

Address

Robert H. Leonard

1247 N 575 W.

Hao. L. Cherry

487 W. 1250 No.

Marcelle Schaefer

547 W 1250 No.

Jamie Jensen

436 W 1250 No.

Leif Picano

528 W. 1250 N.

W. J. Thompson

468 W 1250 N

Deanna Knight

522 W. 1250 No.

M. J. Schmitt

558 W 1250 North

Leif Jean Byler

552 W. 1250 No.

Dick & Carol Howard

1247 N 575 W

W. J. Byler

462 West 1250 North

Leif Jean Byler

432 West 1250 North

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