

**Revised Declaration of Easements, Covenants,
Conditions and Restrictions**

**CHIPMAN VILLAGE
American Fork, Utah County, Utah**

ENT. 37742:2006 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Mar 29 4:35 pm FEE 46.00 BY KH
RECORDED FOR WOOD, JOANNE

This declaration is made this 28th day of March, 2006 by the elected officers of the Chipman Homeowners Association.

Whereas the Declarant has caused caused a non-profit membership corporation known or to be known as the Chipman Homeowners Association, Inc. (the "Association") to be formed in order to perform certain functions on behalf of the owners of the Twin Homes within the property, including, but not limited to, the enforcement of the covenants, conditions, and restrictions herein set forth, and for collection and disbursement of the assessments and charges hereinafter created.

**ARTICLE I
DEFINITIONS**

Section 1.01: "Association" and "HOA" shall mean and refer to the Chipman Village Homeowners Association, as further described hereinbelow.

Section 1.02: "Property" or "Project" shall mean all the real property described above, consisting of all acreage and any and all annexations to Chipman Village.

Section 1.03: "Lot" shall mean any plot of land or parcel shown upon any recorded subdivision plat of the property, with the exception of common areas.

Section 1.04: "Owner" shall mean the record owner of a fee simple title to any Twin Home which is a part of the Property, but excludes any person or entity which holds an interest merely as security for the performance of an obligation.

Section 1.05: "Mortgage - Mortgagee - Mortgagor"; reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 1.06: "Member" shall mean and refer to every person or entity that holds Membership in the Association. An owner must be a member of the Association.

Section 1.07: "Family" shall mean a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption.

Section 1.08: "Common Area" shall mean property owned by the Association for the common use and benefit of the members of the association.

Section 1.09: "Management Committee" or "Committee" shall mean the Declarant herein, or its successors and assigns, as the same are appointed pursuant to the provisions of Article VI, herein.

**ARTICLE II
CLASSIFICATION OF PROPERTIES**

The property in the subdivision shall be considered in two classifications, namely Dwellings (Twin Homes) and Common Area. Twin Homes shall be utilized by the owners thereof subject to the Covenants, Conditions and Restrictions set forth below, as well as any other requirement or restriction of applicable municipal, county, state or federal laws or regulations. The Common Area of the project consists of the common parking/storage area.

ARTICLE III
MEMBERSHIP

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Every person or entity who is a record owner of any Twin Home which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Twin Home, which is subject to assessment by the Association. Ownership of a Twin Home shall be the sole qualification for membership. There shall be one membership per Twin Home.

ARTICLE IV
MANAGEMENT

Performance of the duties and obligations of the Association shall be done by the Management Committee. The Committee shall have the duties, power and authority, to perform the following acts, among others:

- 1.) Levy Assessments, in the manner set forth below, for the following purposes, among others: maintenance of grounds, (including any repairs required).
- 2.) Provide for, or contract for grounds maintenance and snow removal, and such maintenance as may be necessary; and enforce, in the manner described below, these Covenants, Conditions and Restrictions.
- 3.) The above-stated itemization of powers, authorities, duties and obligations of the Association and/or its Management Committee are not exclusive. The Association may undertake such further duties and responsibilities as may become reasonable or necessary, and as may be approved by the Members, from time to time, in accordance with voting procedures set forth herein.

ARTICLE V
VOTING RIGHTS

Members of the Association, as defined in Article III, above, shall have voting rights in the management of the Association, in the formation of its Management Committee, and election of Members to the Management Committee.

Each person or entity that is a record owner of a fee or undivided fee interest in any Twin Home which is subject by covenants of record to assessment by the association, including the Declarant, shall have one vote for each Twin Home owned by that person or entity.

In the event that one Twin Home has more than one record owner, it is understood that there will only be one recognized vote for that Twin Home

ARTICLE VI
MANAGEMENT COMMITTEE

Management Committee: The members of the association, as defined in Article III, shall hold an election for a Management Committee, to consist of no less than three (3) members. The association may at that time adopt such by-laws, rules or regulations as it may deem reasonable or necessary, addressing the terms of office of management committee members, resignations, terminations and the like.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation of assessments: Each owner of any Twin Home, by acceptance of a deed or conveyance thereof, whether or not is shall be so expressed in any such deed or instrument of conveyance, 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 shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 7.02. Purpose of Assessments: The assessments levied by the association shall be used for the following purposes, among others: maintenance and repair of grounds, and snow removal.

Section 7.03. Basis and Maximum of Annual Assessment: Until the Management Committee, provides otherwise, the maximum annual assessment may be changed; effective January 1 of each year, without a vote of the membership, in conformance with the appropriate expenditure record of the previous year, adjusted in accordance with expected expenditures for the following year. After consideration of current maintenance costs and future needs of the Association, the Management Committee may fix the annual assessment at an amount sufficient to fulfill the needs of the Association. Whenever annual assessments are increased or decreased, the Management Committee shall provide to each member a summary of the record of expenditures of the prior year, and a statement of the basis of expected expenditures for the following year upon which the change in annual assessment is based.

Section 7.04. Special Assessments: In addition to the annual assessments authorized above, the Management Committee may levy in any assessment year, such special assessments, applicable for that year only, as may be necessary for the following purposes, among others: paying the cost of any unexpected repair or replacement of or to the sprinkler systems within the project, or to grounds in general.

Section 7.05. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all Twin Homes January 1st of each calendar year. These assessments will be billed in quarterly installments.

Section 7.06. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within 30 days after due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum, and the Association may bring an action of law against the property. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets, or abandonment of his Twin Home.

Section 7.07. Professional Management: It shall be within the authority of the Management Committee without vote of the membership to contract for professional management of the Association, and to assess the members under the other provisions for assessment herein, to pay for such management. Under this provision the Professional Manager would be responsible only to the Management Committee for the performance of his or her duties, and any request for his or her services or complaints shall be referred to the Management Committee.

ARTICLE VIII
IMPROVEMENTS

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Section 8.01. Streets: Repair and maintenance of the streets shall be performed by the City of American Fork, Utah.

Section 8.02. Water Distribution System: Monthly charges for water consumption for watering of grounds will be paid by the Homeowners Association.

ARTICLE IX
GENERAL RESTRICTIONS AND REQUIREMENTS

Section 9.01. Land Use and Building Type: All Twin Homes shall be used exclusively for single family residential purposes. To this end, residents of these units must be adults, age 55 and older, without minor children residing with them. Temporary residence by additional family members of unrestricted age not lasting for more than six months during any calendar year shall not be deemed to violate this restriction.

Section 9.02. Nuisances, Unreasonable Annoyance and Noxious Activities: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. (Dogs that continually bark or music loud enough to annoy adjoining landowners would be examples of unreasonable annoyances.)

Section 9.03 Animals: Animals will be limited to Dogs and Domestic Cats.

Section 9.04. Rubbish and Unsightly Debris, Etc.: Notwithstanding any other provision in the Declaration, no owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, equipment or other things or materials so as to constitute an eyesore as reasonably determined by the Association. Within 20 days of receipt of written notification by the Association of such failure, the owner shall be responsible to make appropriate corrections.

Section 9.05 Use of Common Area: Additional parking for recreational vehicles and additional automobiles is restricted to use by owners of units within the Development. It is restricted to parking of extra cars or recreational vehicles only and is not for prolonged parking of deserted, non-used, or inoperable vehicles. It is not for the maintenance of vehicles. Each of the units comprising a part of this Development shall have an undivided interest in this common area equal to its percentage interest in the total number of units.

ARTICLE X
VIOLATIONS

Section 10.01. Committee's Power of Enforcement: Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and all expenses incurred therein. No liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

Twenty (20) days after receiving written notice, If a lot owner fails to remedy a violation, the Association may (in addition to any other lawful remedies available) cause such violation or condition to be remedied, and the cost thereof shall be deemed a special assessment against the owner of the lot, and which shall be subject to levy enforcement

and collection in accordance with the assessment lien procedure provided for in Article VII.

Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure on one occasion to enforce any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision hereof.

Section 10.02. Enforcement by Others: Additionally, and after reasonable notice in writing, an owner not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting owner. Any judgement entered in such case shall include an award of reasonable attorney's fee to the prevailing party.

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ARTICLE XI DURATION AND AMENDMENT

Section 11.01. Duration: This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder, which declaration must meet the requirements of an Amendment, as set forth below. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any lot from membership in the Association so long as this Declaration shall continue in full force and effect.

Section 11.02. Amendment: Notice of the subject matter of a proposed Amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Owners at which meeting such amendment is to be discussed.

No amendment to this any Article shall be effective unless approved in writing by not less than sixty percent (60%) of the record owners of all Twin Homes at the time of such amendment.

ARTICLE XII MISCELLANEOUS AND GENERAL PROVISIONS

Section 12.01. Severability: Invalidity of any one of these covenants, or any portion thereof by judgement or court order shall in no way effect any of the other provisions of this Declaration.

Section 12.02. Singular Includes Plural: Whenever the context of the Declaration requires the same, the singular shall include the plural, and the masculine shall include the feminine.

Section 12.03. Liability: Neither the Declarant, the Management Committee, their assignees, nor delegates, shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

ARTICLE XIII VIOLATIONS

Section 13.01. Committee's Power of Enforcement: Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, either to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and all expenses incurred therein. No

liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

Twenty (20) days after receiving written notice, If a lot owner fails to remedy a violation, the Association may (in addition to any other lawful remedies available) cause such violation or condition to be remedied, and the cost thereof shall be deemed a special assessment against the owner of the lot, and which shall be subject to levy enforcement and collection in accordance with the assessment lien procedure provided for in Article VII.

Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure on one occasion to enforce any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision hereof.

Section 13.02. Enforcement by Others: Additionally, and after reasonable notice in writing, an owner not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting owner. Any judgement entered in such case shall include an award of reasonable attorney's fee to the prevailing party.

Section 13.03. Rights of Entry: The committee shall have a limited right of entry in and upon all lots and the exterior of all residences for the purpose of taking corrective action that it may deem necessary and proper. Nothing, in this Article shall in any manner limit the right of the owner to exclusive control over the interior of his residence.

By: Gene Frier ENT 37742:2006 PG 6 of 7
Gene Frier – President Chipman Homeowners Association

Carol Christensen
Jack Watkins – Vice President Chipman Homeowners Association
Carol Christensen Board member
DeMonte Coombs
DeMonte Coombs – Treasurer Chipman Homeowners Association

On this 10th day of March, 2006 Gene Frier, Carol Christensen, and DeMonte Coombs personally appeared before me duly sworn, and did say that they are the President, Vice President, and Treasurer of the Chipman Homeowners Association, and that the foregoing instrument was signed by them on behalf of the Homeowners Association by authority of a resolution of it's Board of Directors.

Notary: Sharon Haskell

Date: March 10, 2006





DOCUMENT DETAIL

Serial Number: Entry #: 016528-1998 Book, Page: 4534, 0418-0422
 Instrument Date: 02/18/1998 Recorded: 02/23/1998 12:10 Consideration: \$0.00
 Kind of Inst: ADECCOV - DECLARATION COVENANTS COND & R Fees: \$18.00
 Rec Party: SIGNATURE TITLE
 Mail Party: DELIVERED
 Mail Address:
 Tax Address: NOT APPLICABLE
 Grantor(s): G.A.R. MEDICAL MANAGEMENT INC
 Grantee(s): WHOM OF INTEREST
 Abstr Comments:
 Satisfaction: X 000000 0000
 Tie Entry Numbers:
 Tie Serial Numbers:

Other Serial Numbers:			
36:559:0001;1999	36:559:0002;1999	36:559:0003;1999	36:559:0004;1999
36:559:0005;1999	36:559:0006;1999	36:559:0007;1999	36:559:0008;1999
36:618:0009;1999	36:618:0010;1999	36:618:0013;1999	36:618:0014;1999
36:618:0015;1999	36:618:0016;1999	36:618:0017;1999	36:618:0018;1999
36:618:0019;1999	36:618:0020;1999	36:618:0021;1999	36:618:0022;1999
36:618:0023;1999	36:618:0024;1999	36:618:0025;1999	36:618:0026;1999

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