

Application for Project Review Garden City, Utah

This application must be accompanied with the necessary and appropriate materials, as stated on the project checklist, before it will be accepted for processing. The date upon which the project will appear on an agenda is determined by the notification schedule required by the State of Utah. The project will be scheduled for the next meeting for which a legal notice has not yet been prepared, after an application is accepted as complete by the Town Staff.

- | Type of Application (check all that apply): | Ordinance Reference: |
|---|--|
| <input type="checkbox"/> Annexation | 11A-301 |
| <input type="checkbox"/> Appeal | 11B-400 |
| <input type="checkbox"/> Conditional Use Permit | 11C-500 |
| <input type="checkbox"/> Condominium/Townhouse | 11E-524 or 11E-525 |
| <input type="checkbox"/> Encumbrance | |
| <input type="checkbox"/> Extension of Time | Subdivision 11E-503/PUD or PRUD
11F-107-A-2 |
| <input type="checkbox"/> Lot Split/Lot Line Adjustment | 11E-506 |
| <input type="checkbox"/> PUD Conceptual | 11C-1950, 11E-100, and 11F-100 |
| <input type="checkbox"/> PUD Phase Approval/Preliminary or Final | 11C-1950, 11E-100, and 11F-100 |
| <input type="checkbox"/> PRUD Conceptual | 11C-1950, 11E-100, and 11F-100 |
| <input type="checkbox"/> PRUD Phase Approval/Preliminary or Final | 11C-1950, 11E-100, and 11F-100 |
| <input checked="" type="checkbox"/> Subdivision | 11E-100 |
| <input type="checkbox"/> Vacation of Subdivision | 11E-523 |
| <input type="checkbox"/> Variance | 11B-308 |
| <input type="checkbox"/> Water Transfer | 13A-1300 |
| <input type="checkbox"/> Zone Change | |
| <input type="checkbox"/> AEG Meeting, (Affected Entity Group): | |
| <input type="checkbox"/> Other Land Use Permit _____ | |

Project Name: Hawk Rock Current Zone: Hillside Estates Proposed Zone: Hillside Estates

Property Address: north west corner of Paradise Pkwy + Persimmon

Parcel # 41-32-000-0003 + 41-29-000-0033

Contact Person: Teri Eynon Phone #: 208-847-5263

E-mail address: teribearlake@gmail.com

Mailing Address: PO Box 87 Garden City, UT 84028

Applicant (if different): Norm Mecham for Shundahai Holdings I, LLC Phone #: 435-757-6278

Mailing Address: PO Box 361 Garden City, UT 84028

Property Owner of Record (if different): Shundahai Holdings I, LLC Phone #: 435-757-6278

Mailing Address: _____

Project Start date: 7/2021 Completion date: 2023

Describe the proposed project as it should be presented to the hearing body and in the public notices.

Residential building lots, about 1 acre in size at the northwest corner of Persimmon Drive + Paradise PKwy

Lot Size in acres or square feet: .81 to 1.28 Number of dwellings or lots: 22

Non-residential building size: _____

I certify that the information contained in this application and supporting materials is correct and accurate.

Lesi Eymon
Signature of Applicant

I certify that I am the Owner of Record of the subject property and that I consent to the submittal of this application. **Owner of Record MUST sign the application prior to submitting to Garden City.**

[Signature] for Shenckhai Holdings I, LLC
Signature of Owner of Record

Signature of Owner of Record

Email Form

Signature of Owner of Record

Office Use Only
Date Received: _____
Fee: _____
By: _____

OLSON & HOGGAN, LLC

ATTORNEYS AT LAW

L. BRENT HOGGAN
MILES P. JENSEN
JAMES C. JENKINS
JEFFERY B. ADAIR**
KELLY J. SMITH
JEREMY S. RAYMOND
SETH J. TAIT*
JACOB A. WATTERSON
BRADLEY N. MUMFORD
J. CHAD WEST
CHASE M. MORRIS

CHARLES P. OLSON (1916-1975)

*also licensed in Idaho

**also licensed in Nevada

130 SOUTH MAIN, SUITE 200
P.O. BOX 525
LOGAN, UTAH 84323-0525
TELEPHONE (435) 752-1551
TOLL FREE (866) 752-1551
TELEFAX (435) 752-2295

TREMONTON OFFICE:

123 EAST MAIN
P.O. BOX 115
TREMONTON, UTAH 84337
TELEPHONE (435) 257-3885
TELEFAX (435) 257-0365

E-MAIL oh@oh-pc.com
www.oh-pc.com

July 21, 2021

Via Email

Town of Garden City
Attn: Sharlene
Attn: Mayor
Attn: Town Engineer
PO Box 207
Garden City, UT 84028
mikel@gardencityut.us
townofgardencity@gmail.com
qdance@jub.com

Re: *Hawk Subdivision / Final Plat Review*
Our File: N - 4600.28

Mayor:

We sent a review of the Final Plat, CC&Rs, Bylaws, and Title Report for the above-referenced subdivision back on July 5, 2021. We have since received an updated Final Plat. We provide the follow up update regarding the five items we flagged back on July 5, 2021:

1. Item No. 1 indicated the Title Report we had received indicated the property was encumbered by a trust deed (mortgage) in favor of the Bryan Burr Living Trust that was recorded in 2012. This item remains outstanding but is usually taken care of by the title company at the time the Plat is recorded. The Town should ensure the developer obtains a partial release of the trust deed for all property being dedicated to the Town before the Plat is recorded. Alternatively, the

developer can have the beneficiary of the trust deed sign the Plat in accordance with Garden City Code § 11E-504(C)(8).

2. Item No. 2 discussed that Garden City Code § 11E-504(B)(3) requires all easements to be depicted on the Plat. The updated Plat appears to have addressed the easements that are pertinent to the subdivision area, but the Town Engineer should be able to confirm if there are any other easements that impact the development but are not yet visible on the Final Plat.

3. Item No. 3 indicated that Garden City Code § 11E-504(C)(2) requires a dedication from the owner of record. This item has been resolved as the Plat now indicates Shundahai Holdings, LLC as the owner of record which conforms with the Title Report.

4. Item No. 4 indicated that Garden City Code § 11A-200(132) generally prohibits roadways terminating in cul-de-sacs from being more than 1000 feet in length without approval from the local fire authority. We understand this item has been resolved, but we have no ability to verify. The Town should ensure this has been done.

5. Garden City Code § 11E-504(C)(12) requires the developer provide a “Certification that all water rights have been transferred to the Town of Garden City.” We understand this item has been resolved, but have no ability to verify. The Town should ensure this has been done.

We will be happy to sign the Plat upon the Town’s verification that the foregoing items are in conformity or that the underlying requirements have been waived and that there are no changes to the Final Plat. Feel free to contact me directly with any questions or concerns about this review.

OLSON & HOGGAN, LLC

/s/ Seth J. Tait

SJT/tf



Kathy Hislop <kathyh@gardencityut.us>

RE: Hawk Rock Review

2 messages

Wed, Aug 4, 2021 at 10:35 AM

Quinn Dance <qdance@jub.com>
To: "Norm Mecham (nmecham@bearlake.com)" <nmecham@bearlake.com>, Teri Eynon <teribearlake@gmail.com>
Cc: Zan Murray <zmurray@jub.com>, "Riley Argyle (publicworks@gardencityut.us)" <publicworks@gardencityut.us>, Cathie Rasmussen <cathier@gardencityut.us>, "Kathy Hislop (kathyh@gardencityut.us)" <kathyh@gardencityut.us>

Norm/Teri,

As we get close on the final plat for Hawk Rock I wanted to resend the easement documents for Paradise Parkway. Could we get these reviewed and signed as we complete this development? Thanks!

QUINN V. DANCE

J-U-B ENGINEERS, Inc.

e qdance@jub.com w www.jub.com

p 435 713 9514 c 435 770 9920

From: Quinn Dance
Sent: Thursday, May 6, 2021 8:57 AM
To: Dan Turner <turnerdesigneng@msn.com>; Norm Mecham (nmecham@bearlake.com) <nmecham@bearlake.com>; Teri Eynon <teribearlake@gmail.com>
Subject: Hawk Rock Review

Hello,

So I have attached the review memo that was discussed last night at Planning Commission. I have also included the Paradise Parkway easement documents. Since we are developing around Paradise Parkway it would be good to get these signed in order to incorporate them into the final plats. I'll also resend Dan some of the CAD drawings that will help incorporate Paradise Parkway into the plat along with the waterline access road that is now becoming Persimmon. I'll do that in a separate email since they are large files and will have to be downloaded via a link. Let me know if you need anything else. Thanks!

QUINN V. DANCE

*Design Engineer***J-U-B ENGINEERS, Inc.**


1047 South 100 West, Suite 180, Logan, UT 84321

e qdance@jub.com w www.jub.com

p 435 713 9514 c 435 770 9920



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
 **LegendsatBearLake_WarrantyDeed.pdf**
722K

Thu, Aug 5, 2021 at 12:11 PM

Kathy Hislop <kathyh@gardencityut.us>
To: Mike Leonhardt <mikel@gardencityut.us>

[Quoted text hidden]

--
Thank you,
Kathy Hislop
Town Clerk

 **LegendsatBearLake_WarrantyDeed.pdf**
722K

WHEN RECORDED MAIL TO:
TOWN OF GARDEN CITY
C/O _____

SPACE ABOVE LINE FOR COUNTY RECORDER ONLY

Warranty Deed

The Legends at Bear Lake, L.L.C., Grantor hereby GRANTS AND CONVEYS to the Town of Garden City, a Municipal Corporation, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described real property in Rich County, State of Utah for the purposes of a public road, street, or highway, to-wit:

A parcel of land (Property No. 1) in fee, being part of an entire tract of property, situate in the SE1/4 of Section 29, Township 14 North, Range 5 East, Salt Lake Base & Meridian described as follows:

Beginning at a point on the northerly boundary line of said entire tract, which point is 2,679.88 feet N.00°37'25"E. along the section line and 1,142.66 feet N.89°22'29"W. from the Southeast Corner of said Section 29; thence S.45°04'32"W. 79.04 feet to a point of curvature; thence southwesterly 385.59 feet along the arc of a 493.00-foot radius curve to the left, through a central angle of 44°48'44", the chord of which bears S.22°40'10"W. 375.83 feet; thence S.00°15'49"W. 511.38 feet, more or less, to a southerly boundary line of said entire tract; thence along said boundary line N.89°19'47"W. 21.10 feet to the easterly boundary line of said entire tract; thence along said boundary line the following three (3) courses: (1) S.01°23'17"W. 218.69 feet; (2) S.00°38'57"W. 193.65 feet; (3) S.00°30'31"W. 1,343.30 feet, more or less, to the southerly boundary line of said entire tract; thence along said boundary line N.89°01'02"W. 66.52 feet to a point of non-tangent curvature; thence northerly 36.73 feet along the arc of a 573.00-foot radius non-tangent curve to the right, through a central angle of 03°40'23", the chord of which bears N.03°26'20"E. 36.73 feet; thence N.05°16'32"E. 172.07 feet to a point of curvature; thence northerly 43.13 feet along the arc of a 493.00-foot radius curve to the left, through a central angle of 05°00'43", the chord of which bears N.02°46'10"E. 43.11 feet; thence N.00°15'49"E. 2,014.82 feet to a point of curvature; thence northeasterly 448.15 feet along the arc of a 573.00-foot radius curve to the right, through a central angle of 44°48'44", the chord of which bears N.22°40'10"E. 436.82 feet; thence N.45°04'32"E. 0.56 feet, more or less, to the northerly boundary line of said entire tract; thence along said boundary line S.89°22'29"E. 112.07 feet, more or less, to the point of beginning. The above described tract of land contains 3.910 acres, more or less.

ALSO:

A perpetual easement (Slope Easement No. 1), upon part of an entire tract of property, situate in the SE1/4 of Section 29, Township 14 North, Range 5 East., Salt Lake Base & Meridian, to facilitate the construction of a public street, road, or highway described as follows: Grantee and any of its agents or assigns, shall have the perpetual right to construct, maintain, and continue the existence of cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee and in accordance with the Slope Easement Terms and Conditions set forth below. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns, and includes and conveys all rights of Grantor(s) to change the vertical distance or grade of said cut and/or fill slopes. The boundaries and area of this easement are described as follows:

Beginning at a point on the northerly boundary line of said entire tract, which point is 2,679.88 feet N.00°37'25"E. along the section line and 1,138.32 feet N.89°22'29"W. from the Southeast Corner of said Section 29; thence S.46°12'49"W. 85.70 feet; thence S.14°23'24"W. 228.01 feet; thence S.36°22'52"W. 145.96 feet to a point of non-tangent curvature; thence northeasterly 380.69 feet along the arc of a 493.00-foot radius non-tangent curve to the right, through a central angle of 44°14'38", the chord of which bears N.22°57'14"E. 371.31 feet; thence N.45°04'32"E. 79.04 feet, more or less, to the northerly boundary line of said entire tract; thence along said boundary line S.89°22'29"E. 4.35 feet, more or less, to the point of beginning. The above described easement contains 15,458 square feet or 0.355 acre in area, more or less.

ALSO:

A perpetual easement (Slope Easement No. 2), upon part of an entire tract of property, situate in the SE1/4 of Section 29, Township 14 North, Range 5 East., Salt Lake Base & Meridian, to facilitate the construction of a public street, road, or highway described as follows: Grantee and any of its agents or assigns, shall have the perpetual right to construct, maintain, and continue the existence of cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee and in accordance with the Slope Easement Terms and Conditions set forth below. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns, and includes and conveys all rights of Grantor(s) to change the vertical distance or grade of said cut and/or fill slopes. The boundaries and area of this easement are described as follows:

Beginning at a point which is 2,280.86 feet N.00°37'25"E. along the section line and 1,339.11 feet West from the Southeast Corner of said Section 29; thence S.02°42'37"E. 503.40 feet, more or less, to a southerly boundary line of said entire tract; thence along said boundary line N.89°19'47"W. 26.12 feet; thence N.00°15'49"E. 502.53 feet, more or less, to the point of beginning. The above described easement contains 6,564 square feet or 0.151 acre in area, more or less.

ALSO:

A perpetual easement (Slope Easement No. 3), upon part of an entire tract of property, situate in the SE1/4 of Section 29, Township 14 North, Range 5 East., Salt Lake Base & Meridian, to facilitate the construction of a public street, road, or highway described as follows: Grantee and any of its agents or assigns, shall have the perpetual right to construct, maintain, and continue the existence of cut and/or fill slopes in the same grade and slope ratio as constructed by Grantee and in accordance with the Slope Easement Terms and Conditions set forth below. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns, and includes and conveys all rights of Grantor(s) to change the vertical distance or grade of said cut and/or fill slopes. The boundaries and area of this easement are described as follows:

Beginning at a point on the northerly boundary line of said entire tract, which point is 2,679.88 feet N.00°37'25"E. along the section line and 1,254.73 feet N.89°22'29"W. from the Southeast Corner of said Section 29; thence S.45°04'32"W. 0.56 feet to a point of curvature; thence southwesterly 448.15 feet along the arc of a 573.00-foot radius curve to the left, through a central angle of 44°48'44", the chord of which bears S.22°40'10"W. 436.82 feet; thence S.00°15'49"W. 2,014.82 feet to a point of curvature; thence southerly 43.13 feet along the arc of a 493.00-foot radius curve to the right, through a central angle of 05°00'43", the chord of which bears S.02°46'10"W. 43.11 feet; thence S.05°16'32"W. 172.07 feet to a point of curvature; thence southerly 0.77 feet along the arc of a 573.00-foot radius curve to the left, through a central angle of 00°04'39", the chord of which bears S.05°14'12"W. 0.77 feet; thence N.02°06'52"E. 167.65 feet; thence N.02°24'26"E. 119.62 feet; thence N.16°02'09"W. 207.15 feet; thence N.06°48'50"W. 94.01 feet; thence N.16°08'58"E. 65.72 feet; thence N.10°58'09"E. 302.82 feet; thence N.02°48'45"W. 221.77 feet; thence N.16°01'38"W. 129.76 feet; thence N.06°21'05"W. 54.01 feet; thence N.11°54'01"E. 255.80 feet; thence N.02°10'54"W. 486.77 feet; thence N.02°58'25"E. 304.67 feet; thence N.31°07'16"E. 295.48 feet, more or less, to the northerly boundary line of said entire tract; thence along said boundary line S.89°22'29"E. 27.20 feet, more or less, to the point of beginning. The above described easement contains 1.468 acres in area, more or less.

See Exhibit A attached hereto and incorporated herein which depicts graphically the boundaries and locations of Property No. 1 along with Slope Easement No. 1, No. 2, No. 3. These properties and easements crosses and burdens the following described parcel of real property (the "Servient Property No. 1"):

Fee Parcel Described by record as follows: The Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, further described as follows: Beginning 119 rods North of the Southeast Corner of said Section 29 and running thence West 400 feet; thence North 218 feet; thence West 586 feet; thence North 458, 5 feet; thence West 334 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter; thence South 55 rods; thence

East 80 rods; thence North to the point of beginning. And which is further now described by survey dated January 8, 2001 as follows:

A part of the Southeast Quarter of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian, described as follows:

Commencing at the Brass Cap Monument found at the East Quarter Corner of Section 29, Township 14 North, Range 5 East of the Salt Lake Base and Meridian and running thence South $00^{\circ}35'09''$ West along the East line of the Southeast Quarter of said Section as currently monumented 716.25 feet to the Southeast Corner of the Lorrie Jeanette and Neal Alan Snetsky Parcel as described by a Warranty Deed found in Book K6, Page 313 of the Rich County Records and is the true point of beginning, said point being described of record and is located North $00^{\circ}35'09''$ East (North by record) 1963.50 feet of the Brass Cap Monument found at the Southeast Corner of said Section; thence South $00^{\circ}35'09''$ West along the East line of said Section 29, 202.97 feet to the Northeast Corner of the Edna Wamsley Parcel; thence following an existing fence line and the projection thereof the following two courses, 1) North $89^{\circ}10'58''$ West 660.74 feet; 2) Thence North $89^{\circ}20'39''$ West 696.25 feet to an existing fence Corner; thence Southerly following an existing fence line the following four courses, 1) South $01^{\circ}21'12''$ West 219.03 feet; 2) thence South $00^{\circ}36'53''$ West 830.38 feet; 3) Thence South $00^{\circ}53'06''$ West 277.73 feet; 4) thence South $00^{\circ}01'03''$ East 428.92 feet to an existing fence corner; thence Westerly following an existing fence line the following four courses 1) North $89^{\circ}03'18''$ West 339.94 feet; 2) thence North $88^{\circ}51'55''$ West 556.13 feet; 3) thence North $89^{\circ}23'31''$ West 318.66 feet; 4) thence North $87^{\circ}00'01''$ West 109.07 feet to an existing fence corner; thence Northerly along an existing fence line the following eight courses, 1) North $00^{\circ}42'45''$ West 313.00 feet; 2) thence North $02^{\circ}55'29''$ West 628.22 feet; 3) thence North $00^{\circ}35'40''$ West 259.49 feet; 4) thence North $00^{\circ}37'29''$ East 128.07 feet; 5) thence North $03^{\circ}42'18''$ East 245.66 feet; 6) thence North $01^{\circ}33'03''$ East 479.17 feet; 7) thence North $01^{\circ}14'05''$ East 389.68 feet; 8) thence North $00^{\circ}50'33''$ East 219.02 feet to an existing rebar with AAA Cap; thence Easterly following an existing fence line the following two courses, 1) South $89^{\circ}22'20''$ East 1318.59 feet; thence South $89^{\circ}24'47''$ East 457.222 feet; thence South $00^{\circ}35'09''$ West 448.26 feet; thence South $89^{\circ}24'51''$ East 529.118 feet to the Northwest Corner of the Max and Wendy Joy Moses Parcel as per the deed found in Book Y6, Page 145 of the Rich County records; thence South $00^{\circ}35'09''$ West (South by record) along the West line of said Moses Parcel 268.00 feet to the Southwest Corner of said Parcel; thence South $89^{\circ}24'51''$ East (East by record) along the South line of said Moses and Snetsky Parcels 400.00 feet to the point of beginning.

Tax ID No.: 41-29-00-033

SLOPE EASEMENT TERMS AND CONDITIONS

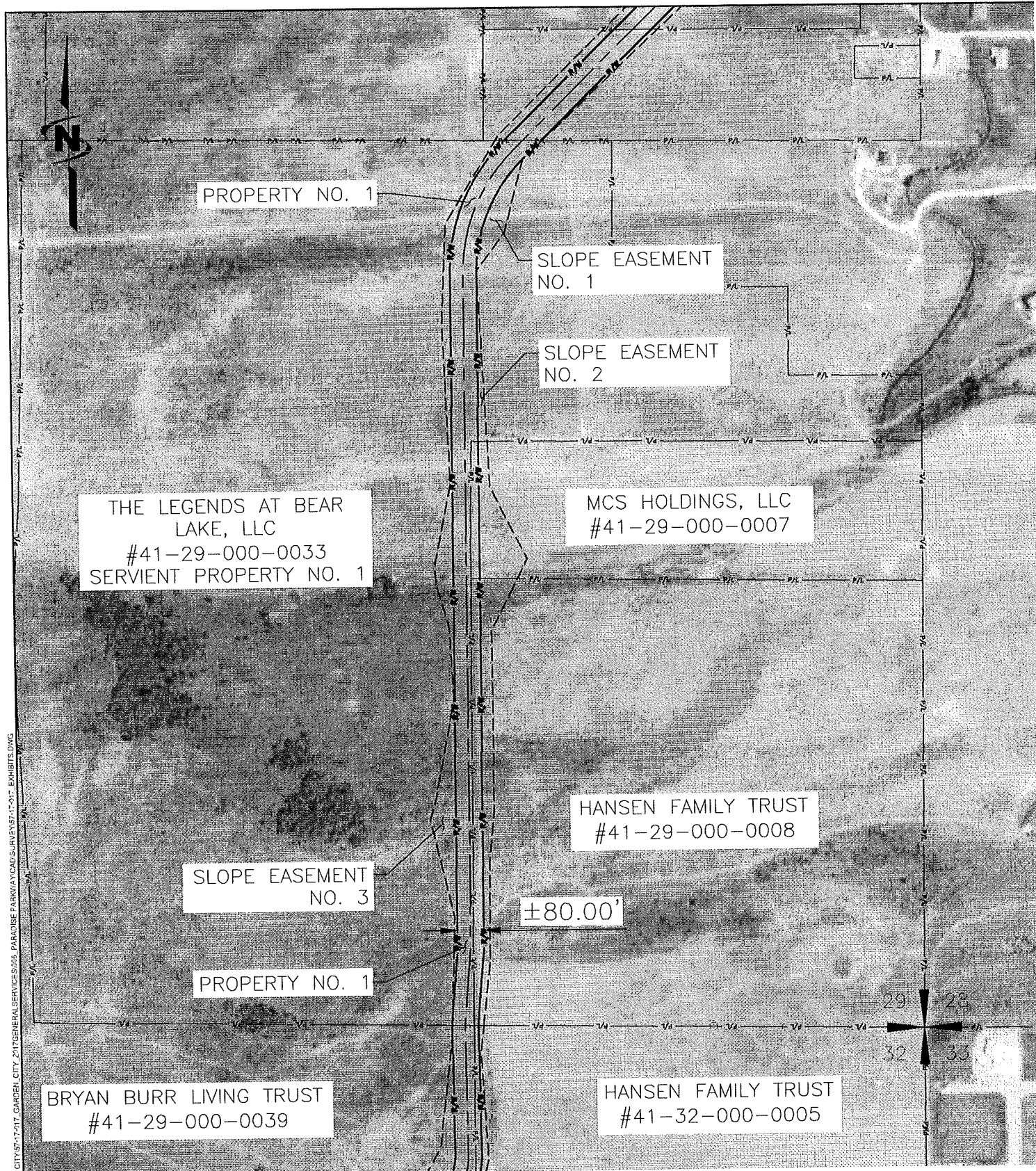
THE FOREGOING SLOPE EASEMENTS ARE GRANTED SUBJECT TO THE FOLLOWING RIGHTS, COVENANTS AND CONDITIONS:

1. Grantee's construction and operational activities related to its use of the Servient Properties as provided herein, including maintenance of the Easements in good order and condition, shall be performed in compliance with all applicable laws, rules, regulations and requirements of governmental entities having jurisdiction.
2. The Easements set forth herein give, grant and convey to Grantee the right of ingress and egress to and upon the Servient Properties for the purposes set forth herein.
3. Grantee shall use of the Easements as set forth herein in a way that minimizes the interfere with Grantor' use of the Servient Properties.
4. In the event Grantee damages improvements located on the Servient Properties or adjoining areas, or any pipeline, fence or other facility or structure owned by Grantor on the Servient Properties, as a result of Grantee's use of any Easement, Grantee shall restore the damaged Servient Property to a condition that is at least as good as at the time of commencement of Grantee's use of the Easement that caused the damage.
5. Grantor reserves the right to use and enjoy the Servient Properties subject to the terms and conditions set forth herein and to Grantee's rights hereunder. Grantor may not alter the cut and/or fill slopes, grade, or slope ratios on the Servient Properties as established by Grantee in accordance with the Easements. Grantor may not construct any permanent buildings or other structures or improvements, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easements for the purposes herein set forth, including Grantee's rights of ingress and egress. Grantor expressly acknowledges and agrees that Grantee shall have the right, after giving adequate notice to Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage, which are now or may hereafter be situated within the Easements that may endanger, hinder or conflict with Grantee's rights and interests to the Easements as set forth herein.
6. The Easements and related rights and interests granted hereunder constitute a covenant running with the Servient Properties which shall be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.
7. These Easements, and all rights, covenants and restrictions set forth herein, may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any termination, extension, modification or amendment by mutual consent shall be effective only upon execution of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

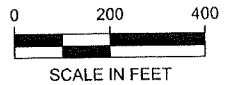
8. By accepting and recording this Grant of Slope Easements, Grantee acknowledges and agrees with the terms and provisions hereof.

EXHIBIT "A"
GENERAL EASEMENT MAP/DEPICTION

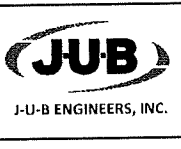
Plot Date: 4/24/2020 10:01 AM Plotted By: Quinn Dancor
 Date Created: 4/23/2020 10:00 AM JUB, LLC PROJECTS: JUB GARDEN CITY 97-17-017 GARDEN CITY 2: JUB GENERAL SERVICES: 515 PARADISE PARKWAY: 0000 SURVEY: 14-017-017 EXHIBITS.DWG



- — — — — CENTERLINE OF ROAD
- - - - - CONSTRUCTION/SLOPE EASEMENT
- RIGHT-OF-WAY
- PA ——— PROPERTY LINE



REUSE OF DRAWINGS J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.			FILE: 57-17-017_EXHIBITS JUB PROJ #: 57-18-009-003 DRAWN BY: -- DESIGN BY: -- CHECKED BY: --		
NO	REVISION DESCRIPTION	BY	APR	DATE	LAST UPDATED: 4/24/2020



PARADISE PARKWAY EASEMENTS
TOWN OF GARDEN CITY
 THE LEGENDS AT BEAR LAKE, LLC
 WARRANTY DEED - EXHIBIT A

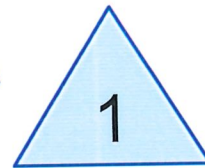
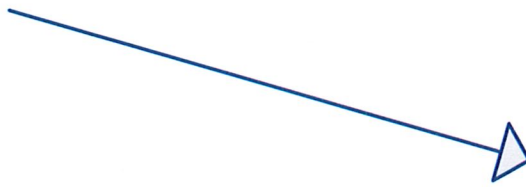
SHEET
1

Hawk Rock

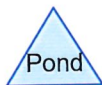
8-4-21



Basin B1



Pond 1



21-013

Prepared by Microsoft

HydroCAD® 10.00-22 s/n 01961 © 2018 HydroCAD Software Solutions LLC

Type II 24-hr Rainfall=3.02"

Printed 07/12/21

Page 2

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment B1: Basin B1

Runoff Area=5.970 ac 30.00% Impervious Runoff Depth>1.17"
Tc=90.0 min CN=81 Runoff=3.04 cfs 0.583 af

Pond 1: Pond 1

Peak Elev=4,943.33' Storage=16,049 cf Inflow=3.04 cfs 0.583 af
Outflow=1.02 cfs 0.229 af

Total Runoff Area = 5.970 ac Runoff Volume = 0.583 af Average Runoff Depth = 1.17"
70.00% Pervious = 4.179 ac 30.00% Impervious = 1.791 ac

21-013

Prepared by Microsoft

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Type II 24-hr Rainfall=3.02"

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Page 3

Summary for Subcatchment B1: Basin B1

Runoff = 3.04 cfs @ 13.07 hrs, Volume= 0.583 af, Depth> 1.17"

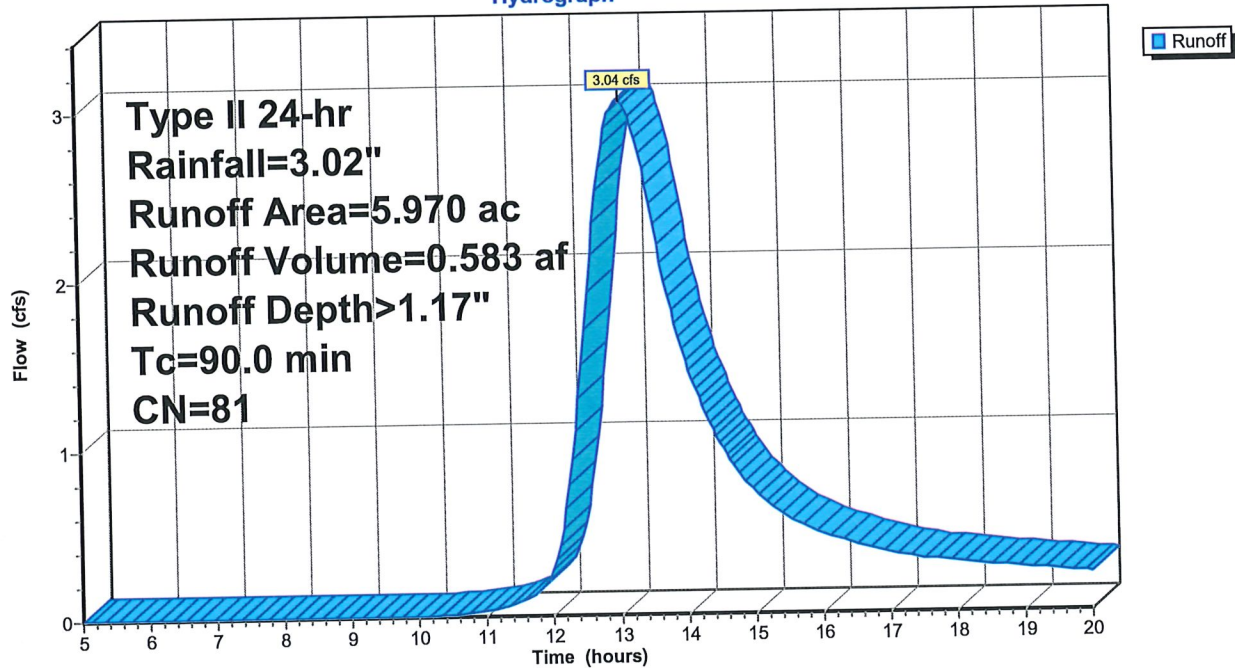
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr Rainfall=3.02"

Area (ac)	CN	Description
5.970	81	1/3 acre lots, 30% imp, HSG C
4.179		70.00% Pervious Area
1.791		30.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
90.0					Direct Entry,

Subcatchment B1: Basin B1

Hydrograph



21-013

Type II 24-hr Rainfall=3.02"

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Page 4

Summary for Pond 1: Pond 1

Inflow Area = 5.970 ac, 30.00% Impervious, Inflow Depth > 1.17"
 Inflow = 3.04 cfs @ 13.07 hrs, Volume= 0.583 af
 Outflow = 1.02 cfs @ 14.50 hrs, Volume= 0.229 af, Atten= 67%, Lag= 85.3 min
 Primary = 1.02 cfs @ 14.50 hrs, Volume= 0.229 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 4,943.33' @ 14.50 hrs Surf.Area= 13,269 sf Storage= 16,049 cf

Plug-Flow detention time= 209.0 min calculated for 0.228 af (39% of inflow)
 Center-of-Mass det. time= 119.3 min (977.3 - 858.0)

Volume	Invert	Avail.Storage	Storage Description			
#1	4,942.00'	25,414 cf	Custom Stage Data (Irregular) Listed below (Recalc)			
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
4,942.00	10,980	417.0	0	0	10,980	
4,944.00	14,516	467.0	25,414	25,414	14,607	

Device	Routing	Invert	Outlet Devices										
#1	Primary	4,943.25'	20.0' long x 8.0' breadth Broad-Crested Rectangular Weir										
			Head (feet)	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
				2.50	3.00	3.50	4.00	4.50	5.00	5.50			
			Coef. (English)	2.43	2.54	2.70	2.69	2.68	2.68	2.66	2.64	2.64	
				2.64	2.65	2.65	2.66	2.66	2.68	2.70	2.74		

Primary OutFlow Max=1.01 cfs @ 14.50 hrs HW=4,943.33' (Free Discharge)
 ↳ **1=Broad-Crested Rectangular Weir** (Weir Controls 1.01 cfs @ 0.67 fps)

21-013

Prepared by Microsoft

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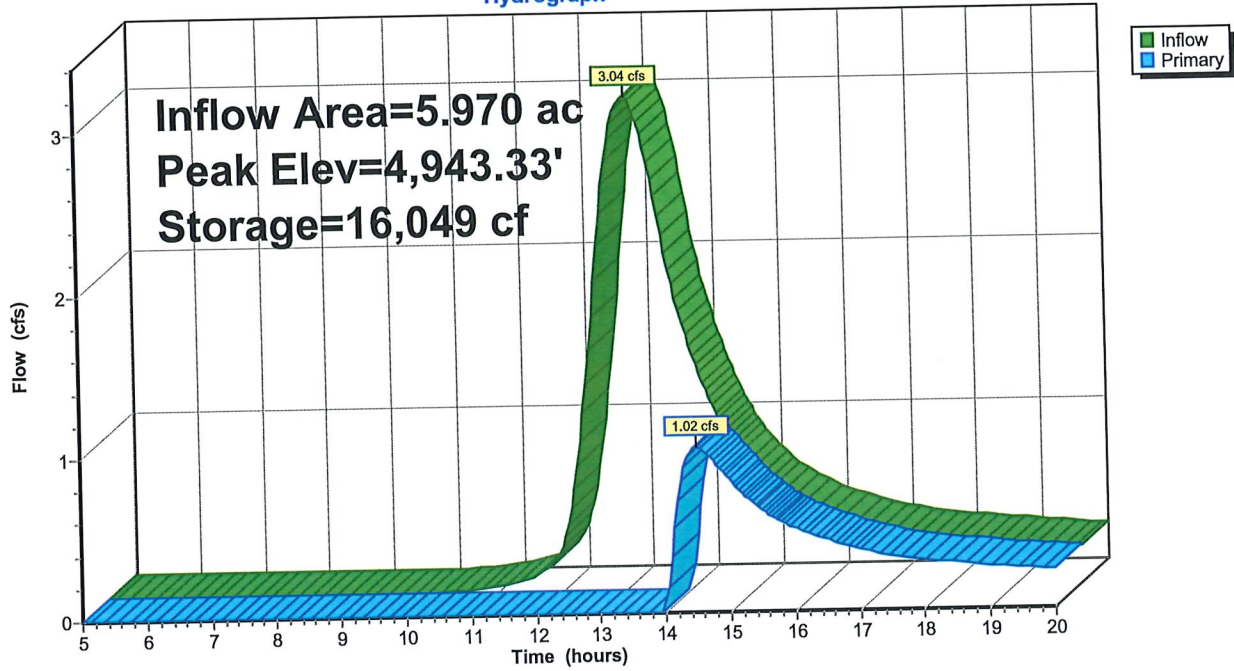
Type II 24-hr Rainfall=3.02"

Printed 07/12/21

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Pond 1: Pond 1

Hydrograph



SCHEDULE A

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029

Order No.: 96851

Policy No.: 797621428

Address Reference:* Address Not Assigned, Garden City, UT 84028

Amount of Insurance: \$375,000.00

Premium: \$1,706.00

Date of Policy: July 20, 2020 at 10:24AM

1. Name of Insured:

ABOVE ALL PROPERTIES LLC, a Utah limited liability company

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

FEE SIMPLE

3. Title is vested in:

ABOVE ALL PROPERTIES LLC, a Utah limited liability company

4. The Land referred to in this policy is described as follows:

See Attached Exhibit A Legal Description

*For company reference purpose only, not an insuring provision.



SCHEDULE A**EXHIBIT A**
Legal Description

FEE PARCEL:

A PARCEL OF GROUND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE COTTON GIN PIN FOUND AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, FROM WHICH THE BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°20'35" WEST 2640.33 FEET, AND RUNNING THENCE NORTH 00°42'03" EAST 665.18 FEET; THENCE SOUTH 89°05'35" EAST 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF KIMBALL LANE AND THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 00°42'03" EAST ALONG SAID RIGHT-OF-WAY LINE 407.52 FEET; THENCE SOUTH 88°47'17" EAST 555.47 FEET TO ADVANCED LAND SURVEYING BAR AND CAP FOUND AT THE SOUTHWEST CORNER OF PARCEL 41-33-000-0031; THENCE SOUTH 66°23'11" EAST 177.28 FEET (EAST 10 RODS BY RECORD) TO ADVANCED LAND SURVEYING BAR AND CAP FOUND AT THE SOUTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 25°23'40" WEST 369.41 FEET; THENCE NORTH 89°05'13" WEST 564.42 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT-OF-WAY, WHICH IS DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE INGRESS, EGRESS, AND UTILITY EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE COTTON GIN PIN FOUND AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, FROM WHICH THE BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°20'35" WEST 2640.33 FEET, AND RUNNING THENCE NORTH 00°42'03" EAST 665.18 FEET; THENCE SOUTH 89°05'35" EAST 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF KIMBALL LANE; THENCE NORTH 00°42'03" EAST ALONG SAID RIGHT-OF-WAY LINE 407.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°47'17" EAST 555.47 FEET TO ADVANCED LAND SURVEYING BAR AND CAP FOUND AT THE SOUTHWEST CORNER OF PARCEL 41-33-000-0031; THENCE SOUTH 66°23'11" EAST 177.28 FEET (EAST 10 RODS BY RECORD) TO ADVANCED LAND SURVEYING BAR AND CAP FOUND AT THE SOUTHEAST CORNER OF SAID PARCEL 2018 TAX ROLL NO. 41-33-000-0031 (Jacobsen parcel); THENCE SOUTH 25°23'40" WEST 30 FEET; THENCE NORTH 66°23'11" WEST 170.405 FEET; THENCE NORTH 88°47'17" WEST 549.27 FEET TO THE EAST LINE OF KIMBALL LANE; THENCE NORTH 00°42'03" EAST 30.00 FEET TO THE POINT OF BEGINNING

RIGHT- OF WAY- PARCEL:

TOGETHER WITH A RIGHT-OF-WAY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE COTTON GIN PIN FOUND AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN, FROM WHICH THE BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°20'35" WEST



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Stewart Title Guaranty Company
hh
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SCHEDULE A

2640.33 FEET, AND RUNNING THENCE NORTH 00°42'03" EAST 665.18 FEET; THENCE SOUTH 89°05'35" EAST 17.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF KIMBALL LANE; THENCE NORTH 00°42'03" EAST ALONG SAID RIGHT-OF-WAY LINE 407.52 FEET; THENCE SOUTH 88°47'17" EAST 555.47 FEET TO ADVANCED LAND SURVEYING BAR AND CAP FOUND AT THE SOUTHWEST CORNER OF PARCEL 41-33-000-0031; THENCE SOUTH 66°23'11" EAST 177.28 FEET (EAST 10 RODS BY RECORD) TO ADVANCED LAND SURVEYING BAR AND CAP FOUND AT THE SOUTHEAST CORNER OF SAID PARCEL AND THE TRUE POINT OF BEGINNING; AND RUNNING THENCE NORTH 25°23'40" EAST 150.98 FEET (NORTH 10 RODS BY RECORD) TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 30 AT ENGINEERS STATION 2+72.7 - 50 FEET RIGHT AND IS THE POINT OF CURVE OF A NON-TANGENT CURVE, OF WHICH THE RADIUS POINT BEARS NORTH 30°31'39" EAST 3716.33 FEET; THENCE ALONG SAID HIGHWAY LINE 30.11 FEET ALONG THE ARC OF A 3716.33 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°27'51" AND A LONG CHORD THAT BEARS SOUTH 59°42'17" EAST 30.11 FEET; THENCE SOUTH 25°23'40" WEST 177.49 FEET; THENCE NORTH 66°23'11" WEST 30.015 FEET; THENCE NORTH 25°23'40" EAST 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



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SCHEDULE B**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2020, and subsequent years, not yet due and payable. Tax Parcel No. 41-33-000-0154 was paid in full for the year 2019. (This property was assessed under portions of other 2019 Tax Roll Numbers.) 2020 will be the 1st Tax Year for this parcel number to be assessed and taxed.
9. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
10. RESOLUTION ESTABLISHING A SERVICE DISTRICT FOR FIRE PROTECTION AND AMBULANCE SERVICE
By: THE BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY
Executed: July 7, 1976
Recorded: July 5, 1977
Entry No.: F17,870
Book/Page: V2/320



SCHEDULE B

11. CERTIFICATE OF CREATION OF THE BEAR LAKE SPECIAL SERVICE DISTRICT
 By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH
 Dated: December 22, 1982
 Recorded: December 22, 1982
 Entry No.: 27061
 Book/Page: G4/337

RESOLUTION Electing that the West Shore Sewer District become Bear Lake Special Service District
 By: THE BOARD OF TRUSTEES OF WEST SHORE SEWER DISTRICT
 Dated: July 22, 1983
 Recorded: July 27, 1983
 Entry No.: 28533
 Book/Page: K4/575

RESOLUTION NO. R-070801
 By: BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY, UTAH. Annexing certain real property
 To: Bear Lake Special Service District
 Recorded: September 14, 2007
 Entry No.: 72683
 Book/Page: L10/1499

CERTIFICATE OF ANNEXATION
 A resolution annexing certain real property
 By: GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH.
 To: Bear Lake Special Service District.
 Recorded: September 19, 2007
 Entry No.: 72737
 Book/Page: L10/1765

Said property is subject to charges and assessments for sewer services by this Special Service District.

12. LOT LINE ADJUSTMENT COVENANT TO RUN WITH THE LAND
 Recorded: August 27, 2019
 Entry No: 95538
 Book/Page: D12/1043
13. DEED OF TRUST
 Trustor: ABOVE ALL PROPERTIES LLC, a Utah limited liability company
 Trustee: RICH LAND TITLE COMPANY
 Beneficiary: DARIN C. SATTERTHWAITE
 Amount: \$355,000.00
 Dated: July 16, 2020
 Recorded: July 20, 2020
 Entry No.: 97346
 Book/Page: H12/1348



Hawk
Rock

RICH COUNTY TREASURER

LouJean M Argyle

20 S Main, PO Box 186

Randolph, UT 84064

435-793-5155 largyle@richcountyut.org

July 13, 2021

To Whom It May Concern:

The information on property taxes for parcel 41-33-000-0153 is included. The taxes are paid current to date. This parcel has only been in existence for one year. It is the child parcel of 41-33-000-0098, which was changed in 2020. The parent parcel 41-33-000-0098 is also current on property taxes.

PARCEL	YEAR	TAX	DS	PEN	INT	DATE PAID	TOTAL PAID	TOTAL OWING
41-33-000-0153	2020	4165.71				11/25/20	4165.71	0

If you have any questions, please contact my office.

Sincerely,

LouJean M Argyle
Rich County Treasurer

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAWK ROCK

This DECLARATION of covenants, conditions and restrictions (the "Declaration") pertaining to the subdivision (herein referred to as Hawk Rock Subdivision) is made on this ___ day of _____, 2021, by _____ a Utah limited liability company, ("Declarant") including their respective successors, grantees and assigns.

RECITALS

The Declarant is the owner of certain real property in Rich County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Hawk Rock Property").

DECLARATION

NOW THEREFORE, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to the Hawk Rock Subdivision which shall be enforceable covenants, conditions, restrictions and equitable servitudes and shall run with the land, and the undersigned owner of said land, does hereby declare that the above-described land is to be held and conveyed subject to the covenants, restrictions, reservations and requirements herein provided.

1. Name of this subdivision. The name by which this subdivision shall be known is Hawk Rock Subdivision.
2. Restrictions.
 - (a) Residential Uses. Each lot shall be used for residential purposes and such accessory or incidental uses thereto as may be permitted. No commercial activities may be conducted on any Lot that is visible outside the Lot. Notwithstanding, nightly/daily rental of the residence shall be allowed. On each Lot there may be constructed only one single-family residence. Permitted uses also include barns and accessory out buildings (which may include guest quarters) and such accessory or incidental structures as may be permitted by this Declaration and Garden City.
 - (b) Selection of Building Footprints and Construction. The selection of the building footprint for a residence and the construction of a residence shall be subject to the ordinances and regulations established by The Town of Garden City.
 - (c) Further Subdivision. No Lot shall ever be subdivided into smaller parcels or conveyed or encumbered in any less than the full dimensions shown on the plat recorded for the Hawk Rock Subdivision; provided, however, conveyances, easements or dedications for utilities may be granted over portions of a Lot. Boundary line adjustments are permitted so long as no additional tax parcel is created.

- (d) Hunting and Firearms. The discharge or shooting of firearms, air rifles, bows, cross bows, sling shots and/or any similar device and any types of hunting within the Hawk Rock Subdivision are prohibited.
 - (e) Damage by Owners. Each Owner is responsible for any damage caused to roads, ditches, fences, trails, natural draining courses, utilities, the Property, or to other Lots or property thereon during the construction of improvements upon the Owner's Lot or by any vehicle belonging either to the Owner or anyone using the roads or easements while engaged in any activity benefiting the Owner. Each Owner shall also be responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to properly install culverts, and to repair any such damage in a timely manner.
 - (f) Setbacks, Height Restrictions and Square Footage. Setbacks, height restrictions and square footage shall apply as set by the Town of Garden City at the time of construction.
3. Enforcement. The Board may, in its sole discretion, retain the services of a third party to monitor and enforce compliance with the provisions of this Declaration. All costs related to such a monitoring and enforcement service including attorney fees and court costs, shall be added to the lien upon the Lot and paid by the Owner.
4. Hawk Rock Homeowners Association.
- (a) Every person acquiring legal or equitable title to any lot in the Subdivision shall become a member of the Hawk Rock Homeowners Association, Inc, a Utah non-profit corporation ("Association") and shall be entitled to one (1) share of stock in said Association for each lot for which legal or equitable title was acquired. Each lot owner covenants to be and continue to be a shareholder of the Association and to comply with promptly, fully and faithfully and conform to the By-Laws of the Association and the rules and regulations from time to time prescribed there under by the Governing Board of said Association ("Board") and to promptly pay in full all dues, fees or assessments levied by said Association on lot owners. Transfer of Title to a lot shall automatically transfer the shares of stock in the Association appurtenant to such lot to the transferee or transferees. The Declarant shall be regarded as the owner of all unsold lots in the subdivision and shall be entitled to shares of stock in the Association based on said lots and shall have the full right to vote said shares.
 - (b) The purpose of the Association shall be to promote the community welfare of the subdivision and to provide for maintenance of the roads in the subdivision.
 - (c) The Association shall be responsible for the establishment and enforcement of the rules and regulations and maintenance of the roads within the subdivision. The cost of such activities will be met by assessments levied by the Association upon the stockholders thereof. Each such assessment, when properly assessed according to rules and regulations to be established by the Association, shall be and remain a lien upon the real property of such stockholders in the Subdivision

and upon the stock of such stockholder in the Association. Said lien shall continue until all assessments are fully paid or otherwise satisfied.

- (d) The Association shall have such powers as set forth in its Articles of Incorporation and the laws of the State of Utah, including the power to assess and collect from each member of the Association a charge in an amount to be determined by the Association. Such charges shall be determined and shall be levied and collected according to the rules and regulations to be determined by the Association.
 - (e) The lien for such assessments as may be made by the Association shall be subordinate to the lien of any mortgage or deed of trust placed upon any lot for the purpose of financing acquisition thereof or the construction of improvements thereon.
5. Savings Clause. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order or other official decree shall in no way affect any of the other provisions hereof which will remain in full force and effect during the term hereof or any renewals or extension thereof. The Association, its successors, and assigns, reserve the right to grant a variance from these restrictions to any lot owner, when a literal enforcement thereof would work an undue hardship or prevent utilization of the best features of a lot in this Subdivision By an instrument duly recorded in the office of the County Recorder of Rich County, State of Utah. Said variance shall not conflict with any applicable city, county, state or federal regulation.
6. This Declaration may only be amended by the affirmative vote of 2/3 of the Owners of Lots within the subdivision.

**BYLAWS
OF
HAWK ROCK HOMEOWNERS ASSOCIATION, INC.**
A Utah Non-Profit Corporation

I. RECITALS:

- A. These Bylaws were voted upon and approved by the Board of Directors (hereinafter "Board") in consideration of the purposes and needs of the Hawk Rock Homeowners Association, Inc. (hereinafter "HRHOA") on the _____ day of _____, _____.
- B. These Bylaws may be amended from time to time and kept and recorded as provided by law keeping with purpose of the HRHOA;
- C. The HRHOA is regulated by governing documents identified, in order of precedence, below:
- i. Declaration of Covenants, Conditions and Restrictions for Hawk Rock (hereinafter "Declarations") recorded on _____ in the Rich County Recorder's Office
 - ii. Articles of Incorporation filed with the State of Utah dated _____.
 - iii. These Bylaws
- D. These Bylaws supersede and replace any other documents purporting to be bylaws of HRHOA and are separated from the Declarations.
- E. All present and future Lot owners, mortgagees, and lessees and their employees, and any other persons who may use the roadways or other facilities developed in any manner by HRHOA, are subject to the Declarations, Articles of Incorporation, and these Bylaws and all rules made pursuant hereto any an amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or other act of occupancy of the Lot shall constitute an agreement that the provision of the Declarations, Articles of Incorporation, and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and binding upon said persons or entities.

II. MEMBERS:

- A. Members: Every person acquiring legal or equitable title to any lot in the Hawk Rock subdivision located in Garden City, Rich County, State of Utah automatically becomes a member of the HRHOA, and with such ownership in the subdivision and membership in the HRHOA becomes subject to the requirements and limitations as set forth in the governing documents identified in I.C. above. If multiple parties own a lot a primary member will be designated for voting purposes. Each lot shall have one vote in the HRHOA.
- B. Members shall have the right to use all private or public roads, utilities systems or all other service including, but not limited to water, sewage, and garbage services and all other amenities within the subdivision or owned by the HRHOA. Such facilities shall be made available to guests of members of the HRHOA while a guest on the lot of the Member.
- C. Members shall each have a non-exclusive and reciprocal right and easement to use the roadways within the subdivision. No member shall hinder or obstruct the use or enjoyment thereof by any other such member or guests for such purposes. The subdivision shall not be used in such a manner as to obstruct or interfere with the enjoyment of members or their guests, or to annoy them by unreasonable noises, nor shall any nuisance, immoral or illegal activity be committed or permitted to occur in or about such facilities.
- D. Breach by any member or guest of any member of the Declarations and Bylaws, or failure to pay any assessment or fee lawfully imposed by the HRHOA or Board shall constitute grounds for suspension of all membership rights, including voting rights, at the discretion of the Board. No delay or omission on the part of the Board in exercising any right, power, or remedy herein provided, in the event of any breach of the conditions contained herein, shall be considered as a waiver thereof or acquiescence therein. A waiver of any breach of the conditions contained herein shall not be construed as a waiver of any breach of the conditions contained herein shall not be construed as a waiver of any succeeding breach or violation, and no such waiver shall result in or impose any liability of the Board.

III. MEETING OF MEMBERS:

- A. There shall be an Annual meeting of the Members of the HRHOA when and with 30 days written notice to Members. At or prior to an Annual meeting, the Board of Directors (hereinafter "Board") shall furnish to all Members a list of Director, Office or Committee positions to be filled at the Annual Meeting, and updated financial statement, and a proposed budget for the following year. Candidates for any Director or Officer position are expected, but not required, to be at the Annual Meeting to be on the election ballot. Members may vote for as many candidates for Board membership as there are seats on the Board to be filled.
- B. Special meetings of the Members may be called at reasonable time and places to consider matters which require approval by Members as identified in governing documents, or as otherwise deemed appropriate by the Board. Special Meetings shall require 30 days notice. Special Meetings may be called by the Board or by 30% of the members.
- C. At any membership meeting, the presence of 25% of Members, whether in person or by proxy, of members entitled to vote, shall constitute a quorum for the transaction of the business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified member at the date of the meeting and any proxy given more than eleven (11) months before the date of the meeting shall be void.
- D. Robert's Rules of Order (latest edition) shall govern the conduct of the HR,HOA meetings.

IV. BOARD OF DIRECTORS

- A. The HRHOA shall be governed by the Board of Directors consisting of three (3) directors in accordance with Article _____ of the Articles of Incorporation of the Corporation. The three Directors shall also be Officers, as further set forth below. Each Director shall serve a term of three (3) years beginning immediately upon their election at the Annual

Meeting. Each Director shall serve until their respective successors are elected, or until their death, resignation or removal. Each Director may serve a total of two (2) consecutive terms. A period of three (3) years must pass before a previous Director may serve another non-consecutive term on the Board.

- B. Any Director may resign at any time by giving written notice to the President or Vice President of the Board. Any Director may be removed from the Board by a two-thirds majority vote of the members.

- C. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board shall have the power (a) to appoint and remove, with or without cause, all officers, agents and employees of the HRHOA, if any, prescribe their duties, fix their compensation, and require of them security or fidelity bonds as it may deem expedient (nothing contained in these BY-laws shall be construed to prohibit the employment of any member, officer, or director of the HRHOA in any capacity whatsoever); (b) to establish, levy, assess and collect the annual assessments and all other charges; (c) to adopt and publish rules and regulations governing the use of property and community facilities belonging to the HRHOA, and (d) to exercise for the HRHOA all powers, duties and authority vested in or delegated to it, except those expressly reserved to the members.

- D. Meeting of the Board of Directors shall be held at such places within the State of Utah as the Board of Directors shall determine, but shall be required to meet no less than one (1) time per year. A majority of the Directors of the Board of Directors shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors.

- E. Directors shall receive no compensation for their services. However, any Director may be employed by the HRHOA or Board in any capacity and may receive compensation for such employment.

- F. Regular meetings of the Board shall be held with 15 days notice, except as otherwise set forth herein. Such notice shall be by mail or email.

- G. The Board may call special meetings from time to time at the request of the President of the Board or any two (2) Directors. Notice shall be given with at least 15 days prior to the meeting. Such notice shall be by mail or email and shall specify the purpose for which the meeting is called. Any special meeting shall be limited to the expressed purposes identified.

- H. The Board of Directors shall annually elect all the officers of the Board of Association. The meetings for the election of officers shall be held at the first meeting of the Board of Directors immediately following the Annual Meeting of Members.

- I. Any Director who is absent from three (3) consecutive regular meetings of the Board, including the Annual Meeting and any Special Meeting of the Board, without prior approval of the Board may be replaced by a majority vote of the Board.

- J. Vacancies of the Board, for any reason, shall be filled by the affirmative vote of a majority of the remaining Directors, even if less than a quorum of the Board. Any such appointed Director shall hold office for the unexpired term of his or her predecessor.

- K. Robert's Rules of Order (latest edition) shall govern the conduct of the HRHOA meetings.

V. OFFICERS OF THE BOARD:

- A. The Officer of the Board shall consist of a President, Vice President and Secretary/Treasurer.

- B. The President shall be the chairperson of the Board and shall preside at all meetings of the HRHOA and the Board, and may exercise the powers ordinarily allowable to the presiding officer of a similar association, including the appointment of committees. The President shall exercise

general supervision over the property and its affairs. The President shall sign on behalf of the Association and shall perform and do all acts as required by the Board.

C. The Vice President shall perform the functions of the President in case of absence or incapacity.

D. The Secretary/Treasurer shall keep minutes of all proceedings of the Board and Members and shall keep such books and records as may be necessary and appropriate for the records of the Board and Members. The Secretary/Treasurer shall be responsible for the fiscal affairs of the HRHOA, but may delegate the preparations of documents, handling of funds or the keeping of records to a managing company and/or tax profession. The Treasurer shall keep or cause to be kept detailed records of all receipts and expenditures, including expenditures affecting the roadways and Facilities, specifying and itemizing the maintenance, repair and replacement expenses of the roadway and facilities and any other expenses incurred. In accordance with the actions of the Board of Directors assessing common expenses against the Lot owners, the Treasurer shall keep or cause to be kept an accurate record of such assessments and of the payments thereof by each Lot owner.

E. The Officers of the Board shall receive no compensation for their services. However, any officer may be employed by the HRHOA or Board in any capacity and may receive compensation for such employment.

VI. BUDGETS AND ASSESSMENTS:

A. In order to enable the HRHOA to properly maintain the private roads, within the subdivision and to provide garbage collection or other services, and to construct, maintain, or repair any improvements upon property within the subdivision, the Board shall be empowered to annually assess the Members. These assessments may be in any form deemed necessary by the Board for purposes of maintenance or improvements. Any sums collected from the members for the purpose of constructing improvements upon property within the subdivision, or for

the purpose of establishing reserves for the construction of such improvements, shall be deemed contributions to the capital of the HRHOA, to be distributed pro rata to the members upon dissolution of the Corporation.

- B. The Board will annually consider and adopt a budget in an amount sufficient to maintain, operate, and manage the facilities available to the members, which will be the basis for determining the annual fees to Members. The budget shall include amounts for the maintenance and repair of improvements, purchase, maintenance, and repair of equipment, liability insurance and general property taxes on the property comprising the private roads in the subdivision, and such other amounts as are necessary to carry out the purposes of the HRHOA as set forth in the Articles of Incorporation.
- C. The annual fee shall be payable by the member to the HRHOA at a date and time determined annually by the Board.
- D. If the estimated common expenses prove inadequate for any reason, including nonpayment of any Lot owner's assessment, the Board may, by resolution duly adopted, make additional assessments, which shall be assessed to the Members in the same manner as the estimated common expenses. Each Lot owner shall be obligated to pay the Board assessments made pursuant to the deadlines established by the Board, or in such other reasonable manner as the Board shall designate.
- E. No Member may exempt themselves from liability for common expenses by waiver of the use or enjoyment of any of the roads, facilities or by abandonment of such, or by abandonment or non-use of Members property.

VII. LOT USEAGES:

- A. Each of the Lots shall be occupied by the Owner, Owners family, servants, guests or tenants as a private residence and for no other purposes.

- B. Commercial business may be conducted, but all said businesses are required to comply with all applicable city, county, state and country laws and ordinances.
- C. Short term rentals are allowed but any Member who rents or leases their property shall be responsible for the conduct of the tenants, and upon written notice from the Board, said Member shall be responsible for correcting violations of the Declaration, Bylaws or other rules and regulations which may be promulgated, as committed by such tenants.

VIII. AMENDMENT OF BYLAWS:

The Bylaws may be amended by 2/3 vote of the Members. Upon such an affirmative vote, the Board shall acknowledge the amended Bylaws and the amendment shall be effective upon approval.

IX. SEVERABILITY:

The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other.

X. RECORDS

- A. The books and accounts of the Association shall be kept in accordance with generally accepted accounting and records procedures under the direction of the Treasurer and Secretary.
- B. The records of the Association shall be available for inspection by a Lot owner or his authorized representative within a reasonable time upon written request. The purpose of the inspection and those records to be examined shall be specified in the request.

XI. CAPTIONS:

