

After Recording, Return To:

FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION  
C/O LOGAN HALL  
1216 W. LEGACY CROSSING BLVD., SUITE 300  
CENTERVILLE, UTAH  
84014

E 3452440 B 7933 P 483-517  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/26/2022 11:09 AM  
FEE ~~\$80.00~~ Pgs: 35  
DEP RT REC'D FOR FARMINGTON CITY  
\$40<sup>00</sup>

87-1995182

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
FOX HUNTER ESTATES PUD**

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08-672-0001, 0002, 0003

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective as of this 10<sup>th</sup> day of August, 2021, by HENRY WALKER CONSTRUCTION, LLC, a Utah limited liability company (the "Declarant").

#### RECITALS

A. Fox Hunter Estates PUD is a residential community located in Farmington, Davis County, Utah, and includes that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Property consists of three (3) Lots (as defined below) which will have Single Family Residences (as defined below) constructed thereon.

B. Declarant desires to subject the Property to the provisions of this Declaration to provide covenants, conditions and restrictions applicable to the Property.

C. Fox Hunter Estates Homeowners Association (the "Association") has been (or will be on the date this Declaration is recorded) incorporated as a Utah non-profit corporation to act as a homeowners' association with the powers of managing, maintaining the Property, administering and enforcing this Declaration, and assessing and collective for, a prorated share of the costs for maintaining and repairing any and all common areas on the Property and performing such other acts as are provided or set forth in this Declaration or which generally benefit the Property.

D. Declarant has adopted, imposed and subjected the Property to this Declaration for the purpose of:

- (1) Helping to ensure uniformity in the development of the Lots;
- (2) Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life;
- (3) To facilitate the sale by the Declarant, its successors and assigns, and by individual Owners of the land in the Community by reason of its ability to help assure such purchasers of uniformity and basic restrictions intending to preserve property values over time; and
- (4) To maintain the common areas located on the Property in accordance with Farmington City and other applicable governmental standards.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property this Declaration for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns as well as by all purchasers of Lots:

## ARTICLE 1 DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 **"Builder"** means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.2 **"Community"** means all of the land described in the attached Exhibit "A".

1.3 **"Community Road"** means that certain area depicted on the Plat Map as the "2410 South Street (Private Drive)" and includes such entire indicated area, regardless of what Lot incorporates any portion thereof.

1.4 **"Declarant"** means HENRY WALKER CONSTRUCTION, LLC, a Utah limited liability company, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer, in writing, all of its right, title and interest in the Property in its entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.5 **"Improvements"** means every structure or improvement of any kind, including but not limited to landscaping required herein and any residence, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.6 **"Lot" or "Lots"** means a subdivided parcel, lot or plot of ground within the Property and as designated on the plat map. There are a total of three (3) single family Lots in the Community.

1.7 **"Owner"** means the person or persons who are vested with record title and owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Lot is held in fee simple according to the records of the County Recorder of Davis County, Utah.

1.8 **"Plat Map"** means the plat map entitled "Fox Hunter Estates PUD" to be recorded among the Recorder's Office of Davis County, Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof, plus any amendment annexing additional property as provided below.

1.9 **"Property"** means all of the real property described in attached Exhibit "A".

1.10 **"Single Family Lot"** has the same meaning as Lots.

1.11 **"Single Family Residence"** shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage or similar out-building.

1.12 **"Single Family"** shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not related, together with their domestic servants, who maintain a common household in a dwelling.

## **ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION**

### **2.1 Submitted Property.**

(a) The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Davis County, Utah, also known as the Community, and is described on Exhibit "A" attached hereto, all of which real property is also referred to herein as the Property.

(b) Declarant declares that all of the Property shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions and restrictions described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner.

## **ARTICLE 3 PROPERTY RIGHTS IN LOTS**

3.1 **Use and Occupancy.** Each Lot shall be bound by, and the Owner shall comply with, the restrictions contained in this Declaration for the mutual benefit of the Owners.

3.2 **Right of Ingress and Egress.** Each Owner shall have a right of ingress to and egress from their Lot, with such right being perpetual and appurtenant to the Lot ownership. As further set forth herein, the Community Road shall inure to the benefit of all Owners of all Lots.

3.3 **Restrictions on Lot Division.** All Owners are prohibited from further dividing of any and all Lots subject to this Declaration.

3.4 **Easements Shown on the Plat Map.** Lots shall be subject to the easements shown on the Plat, as amended and supplemented. Each Owner consented to the "Access/Utility Easement" indicated on the Plat Map (which area is also defined as the Community Road hereunder), and no Owner shall attempt to terminate or otherwise vacate such "Access/Utility Easement" insofar as it is requisite and necessary for all Owners to have access to their respective Lots.

## **ARTICLE 4 ENCROACHMENTS**

4.1 **No Encroachment.** No Lot shall encroach upon an adjoining Lot. If, however, an encroachment occurs due to the settlement or shifting of a structure or any other reason whatsoever beyond the control of any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns,

to provide for the encroachment and non-disturbance of the structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

4.2 Conveyance Subject to Easement. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Declaration without specific or particular references to such easement.

4.3 Liability. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

## ARTICLE 5 ARCHITECTURAL, LAND USE, AND MAINTENANCE

5.1 Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Single Family Residence to be occupied by a Single Family. Except as may be specifically provided in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than (1) one Single Family Residence or dwelling.

### 5.2 Residence Size and Materials.

(a) Single Story Residence. No single story or rambler style residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches, and garages, is 1,500 square feet or greater.

(b) Two-Story Residence. No two-story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the total square footage is at least 1,650 square feet, exclusive of basements, open porches and garages.

(c) Materials. The exterior of all residences may not consist of any vinyl siding.

### 5.3 Improvements.

(a) Completion of Improvements. Construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, the periods specified in this section may be extended for a reasonable length of time. The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform to city ordinances and/or regulations.

(b) Landscaping of the Lot. The area within the front of a Single Family Residence shall be kept only for ornamental or decorative planting of grass, trees, shrubbery or rock landscaping materials. All front and side yards must be landscaped within six (6) months, and all rear and back yards of a Lot must be landscaped within twelve (12) months after an occupancy permit for the Single Family Residence is obtained. Additionally, the landscaping of the Lot shall be subject to the following requirements: (a) installation of an automatic sprinkler

system; (b) installation of an additional two (2) tree(s) in the front yard, which trees shall have a minimum two inch (2.0") caliper; (c) installation of eight (8) shrubs in the front yard, which shrubs shall be 5 gallon size; (d) installation of sod for, at a minimum, sixty five percent (65%) of the open space of the Lot; and (e) side and rear yards to be landscaped, with a minimum of sixty five percent (65%) of the Lot (including square footage of the Single Family Residence and driveway) to be landscaped. All landscaping shall be pre-approved by the ACC (as defined below).

(c) Fencing. Chain link fencing is prohibited and all fencing materials and colors must be approved by the ACC. No fences shall be allowed in the front yards or the front setback area unless approved by ACC (certain picket fencing for décor). Notwithstanding the foregoing, installation of vinyl or other suitable fencing, as determined in Declarant's sole discretion, by the Declarant or an affiliate of Declarant (or a Builder under the direction of the Declarant) is pre-approved at any location within the Community.

(d) No Temporary or Prefabricated Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures permitted pursuant to Section 5.4 below. No prefabricated housing may be installed or maintained within the Property.

(e) Mailboxes. All mailboxes shall be installed and maintained in accordance with the rules and requirements of the United States Post Office.

#### 5.4 Temporary Structures.

(a) Subject to Sections 5.4(b) and 5.4(c) below, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on within the Property at any time as a residence, either temporarily or permanently.

(b) A single detached garage will be permitted on any Lot within the Property so long as: (i) such structure complies with all city code and set-back requirements; and (ii) the plan and materials for such structure have been approved by the ACC in accordance with Section 5.5 below. A recreational vehicle (including, without limitation, a boat and/or RV trailer or vehicle) may be stored on the Property so long as it is stored behind an installed fence or otherwise not readily visible from the front yard of the Lot.

(c) Declarant may place or erect temporary or portable structures to be used for the purpose of establishing a sales office within the Property. Furthermore, Builders may place temporary sheds for storage in connection with construction, so long as such sheds are maintained in a good condition and removed no later than the date of completion of construction.

#### 5.5 Architectural Control Committee.

(a) There shall be an Architectural Control Committee (the "ACC") until such time as all of the Lots have residences constructed thereon. The ACC shall be comprised of the members and managers of the Declarant.

(b) No plan may be submitted to the city until such plans have been approved by the ACC, and such approval shall be in the sole discretion of the ACC.

(c) The ACC shall approve or deny the plans within ten (10) business days of submittal. Failure of the ACC to approve or deny the plans within such time period shall not constitute an approval unless the requesting Owner sends an additional request for approval via certified mail to the ACC; if no response is received within seven (7) business days from the date of the signature on the certified mail receipt, approval shall be deemed to be granted.

(d) The ACC shall have the right, but not the duty, to enforce the terms of this Declaration by any legal means and shall be entitled to recover its costs and attorney fees from the other party in any such enforcement action by the ACC, whether or not a judicial proceeding is instituted.

5.6 Common Area Maintenance. The Association shall be obligated to oversee the maintenance of the Community Road, and any other common areas, if any. The maintenance of the Community Road shall include, but not be limited to, all repair, replacement, and snow removal related thereto. All maintenance and other functions of the Association shall be paid for through means of collection of association fees and assessments. No alteration to the common areas is allowed without the prior written consent of the Declarant or the Association. In due time, Declarant and/or the Association may decide, in its sole discretion, to dedicate to Farmington City (provide Farmington City is willing to accept such dedication) any common area (including, without limitation, the Community Road), in which case the Association shall no longer have any duties and obligations related to such dedicated common area. Pursuant to the terms elsewhere in this Declaration, all Owners grant to the Association a perpetual easement to perform its required duties hereunder.

5.7 Assessments.

(a) Initial Membership Fee. An initial membership fee shall be due concurrent with the purchase of a Lot by a third party purchaser. Prior to such closing, Declarant (or the Association) will notify the amount of such initial membership fee, which may be fixed or modified by the Association on an annual calendar basis.

(b) Periodic Assessments. Membership dues and assessments shall be collected from each Owner on a monthly, quarterly, or annual basis (as determined by Declarant or the Association in its sole discretion); provided, however, unless otherwise noticed to the Owners, the Owners shall anticipate a monthly assessment. The monthly assessment amount shall be fixed or modified by the Association on an annual calendar year basis. The assessments shall be used by the Association to maintain and preserve the common areas. The Association may, if and when required, with reasonable advance written notice, elect to collect from each Owner special assessments for capital improvements or for other justifiable reasons, with such assessments to be established by the Association.

(c) Reinvestment Fee. Concurrent each transfer of ownership of a Lot between parties, a reinvestment fee equal to \$500 shall be due and payable to the Association. An Owner desiring to sell or otherwise transfer ownership of a Lot shall, prior to or concurrent

with effectuating such sale or transfer, (a) confirm the amount of the reinvestment fee with the Association, and (b) confirm that the reinvestment fee has been or will be concurrent with the subject closing be delivered to the Association. The Association reserves the right to increase or otherwise modify the amount of the transfer fee. Transfers to Declarant or any Declarant affiliates shall be excluded from this provision.

(d) **General Assessment Provisions.** All assessments, reinvestment fees, late payment penalties and charges, if any, together with interest, all as set by the Association, and costs and reasonable attorney's fees shall be a lien on the Lot subordinate only to a first mortgage or first deed of trust on such Lot and may be foreclosed in the same manner as a deed of trust under Utah law. Each Owner shall be personally responsible for his or her share of assessments imposed by the Association. Assessments shall be binding upon and inure to each Owner's assigns and successors and the obligation to pay the same shall be a continuing lien on the Lot.

## **ARTICLE 6 RESTRICTIONS ON USE**

6.1 **Restrictions and Requirements.** The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration:

(a) **Residential Use.** Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind shall be conducted on or within any Lot or in any other portion of the Community. Nothing in this Section 6.1 shall be construed so as to prevent or prohibit:

(i) An Owner from maintaining his or her professional personal library; keeping his or her personal business or professional records; handling his or her personal business or professional telephone calls; or conferring with business associates or customers so long as there is no significant increase in traffic or noise on or in such Owner's Lot; or

(ii) The right of Declarant, its successors and assigns or any contractor or homebuilder to construct a unit on any Lot and to store construction materials and equipment on such Lots in the normal course of construction.

(b) **Drainage System.** There shall be no interference with the established drainage patterns or systems over or through any Lots so as to affect any other Lot or any real property outside the Property. The term "established drainage" shall mean the drainage swales, conduits, inlets and outlets designed and constructed for the Property.

(c) **Offensive Activities.** No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of cars, car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Lot or other portion of the Property, nor shall anything be done in or placed upon or within any Lot which interferes with or jeopardizes the enjoyment of other Lots or which is a source of unreasonable annoyance to other Owners.



(d) Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Animals.

(i) The keeping of any animal by a Lot Owner shall be in compliance with any and all applicable city, county, and state ordinances, laws, rules, and regulations.

(ii) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all portions of the Property.

(f) Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

(g) Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when its presence offends the occupants of the other Lots.

(h) Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents.

(i) Nightly Rentals. "Nightly rentals" are hereby expressly prohibited in the Community. For purposes of this Section 6.1(i), "nightly rentals" shall refer to the general business and practice of charging a fee in any amount for short-term (i.e., for a period less than one hundred eighty (180) days) rentals of an existing Single Family Residence within the Community by a party other than an Owner.

(j) Parking on Community Road. Except for temporary parking (i.e., less than ten (10) minutes), no Owner, or any guests, invitees, or other parties, shall park any vehicle on or immediately adjacent to the Community Road. All Owners acknowledge that the size of the Street is limited, and, to the extent any party parks a vehicle on the Street, such can cause undue access, visibility, and other limitations. Declarant and/or the Association is/are authorized to regulate parking violations of the Street in any acceptable form, including, without limitation, hiring a third-party tow company to help enforce violations.

## ARTICLE 7 DECLARANT RIGHTS AND CONTROL

7.1 Other Rights. In addition to any other rights under this Declaration, Declarant:

(a) Sales Office and Model. Shall have the right to maintain sales offices and models on one (1) or more of the Lots which Declarant owns or leases. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales offices and models during reasonable hours any day of the week. Furthermore, Declarant shall have the right to assign such rights to Builders within the Property.

(b) For Sale Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant. Declarant may assign such rights to Builders within the Property.

(c) Right to Add Property. Declarant reserves the right to unilaterally annex additional property to the Property in its sole discretion.

#### 7.2 Easements Reserved to Declarant.

(a) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, is hereby expressly granted.

(b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, and alleys and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or shown on the Plat Map.

(c) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as storm water management reservation, to public use all as shown on the Plat Map, including, without limitation, the "Access/Utility Easement" that all Owners consented to on the Plat Map (also referred to herein as the Street).

7.3 Declarant Control Period. Notwithstanding anything to the contrary herein, Declarant, or a person or party selected by Declarant, may appoint and remove some or all of the members of the Board of Directors or some or all of the officers of the Association or may exercise the powers and responsibilities otherwise assigned by this Declaration or under Utah law to the Association, its officers, or the Board of Directors. However, the right of the Declarant contained under this section shall terminate upon the first of the following to occur: (1) at such time as Declarant no longer owns any Lot; or (2) the date on which Declarant voluntarily relinquishes its control rights as evidenced by a notice to the Owners. Upon the occurrence of either event, the Owners shall move forward controlling the Board of Directors, and Declarant shall no longer have any rights, duties, or obligations related thereto. The period during which

Declarant controls, or in other words, the date from execution of this Declaration to the occurrence of (1) or (2) above, shall be referred to herein as the "Declarant Control Period".

## **ARTICLE 8 OWNER MAINTENANCE OBLIGATIONS**

8.1 Lots / Declarant Improvements. Maintenance of the Lots and all structures, landscaping and all other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all improvements constructed by Declarant, including walls, entry monuments and other similar structures shall be the sole responsibility of the Owner of the Lot upon which such Improvement has been erected, except for the Community Road, which shall be maintained by the Association, irrespective of who owns such areas.

## **ARTICLE 9 COMPLIANCE AND ENFORCEMENT**

9.1 Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Owner. An Owner seeking to enforce the provisions of this Declaration shall be entitled to his or her costs and attorney fees in any action in which the Owner prevails.

9.2 Injunctive Relief. Nothing in this section shall prevent an Owner or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

## **ARTICLE 10 INSURANCE**

10.1 Hazard Insurance on Lots. Each Owner of an improved Lot shall at all times maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the Improvements on such Lot.

10.2 Obligation of Lots to Repair and Restore. In the event of any damage or destruction of the Improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed Improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such Improvements originally approved by the Declarant.

10.3 Insurance of Association. The Association is hereby required to maintain adequate insurance coverage, which insurance coverage shall include policy limits and amounts that are reasonably commercially satisfactory and in accordance with local and industry standard coverage for similar homeowners associations of similar size and type in the state of Utah.

## ARTICLE 11 AMENDMENT AND DURATION

### 11.1 Amendments.

(a) Approval Required. So long as Declarant owns any Lot in the Community, Declarant shall have the right to amend this Declaration without the consent of any other Owner. Thereafter, this Declaration may be amended if such amendment is approved by two-thirds (2/3) of all of the Owners.

(b) Additional Approval Requirements. No amendment may create, limit or diminish any special Declarant rights, change the boundary of any Lot or uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

(c) Execution and Recordation. An amendment shall not be effective until the amendment is certified and recorded in the Recorder's Office of Davis County, Utah.

11.2 Duration. This Declaration perpetually shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional period of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever.

## ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

12.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.3 Non-waiver. Failure by Declarant or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

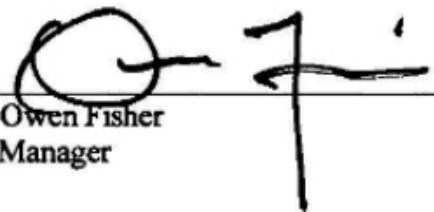
12.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Declarant or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Declarant or Owner as to any similar matter.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has executed, delivered and recorded this Declaration as of the date and year first above written.

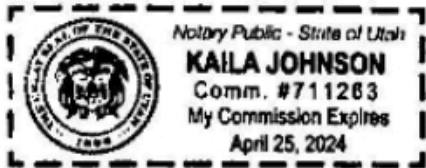
HENRY WALKER CONSTRUCTION, LLC,  
a Utah limited liability company

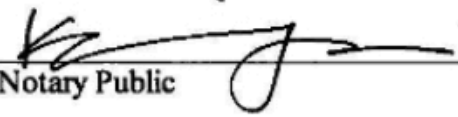
By: J. FISHER COMPANIES, LLC,  
a Utah limited liability company  
Its: Manager

By:   
Name: Owen Fisher  
Title: Manager

STATE OF UTAH )  
 ) :SS  
COUNTY OF DAVIS )

On this 10<sup>th</sup> day of ~~March~~ <sup>August</sup>, 2021, personally appeared before me Owen Fisher, individually, whose identity is personally known to me and who by me duly sworn, did say that he is the Manager of J. Fisher Companies, LLC, a Utah limited liability company, which is the Manager of Henry Walker Construction, LLC, a Utah limited liability company, and that he signed on behalf of said company by the appropriate authority.



  
Notary Public

**EXHIBIT A**

**Legal Description of the property**

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BEGINNING AT THE NORTHEAST CORNER OF LOT 237A, HUNTERS CREEK SUBDIVISION NO. 2 LOTS 237 & 238 AMENDED RECORDED AS ENTRY NO. 2547735 IN BOOK 5093 AT PAGE 507 DAVIS COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°57'52" EAST ALONG THE QUARTER SECTION LINE 1291.15 FEET AND NORTH 00°13'06" EAST ALONG THE CENTERLINE OF FOXHUNTER DRIVE 329.79 FEET AND NORTH 89°46'49" WEST 33.00 FEET FROM THE CENTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°46'49" WEST 326.75 FEET; THENCE NORTH 00°16'01" EAST 139.00 FEET; THENCE SOUTH 89°46'49" EAST 326.64 FEET; THENCE SOUTH 00°13'11" WEST 139.00 FEET TO THE POINT OF BEGINNING. (NAD83 ROTATION IS 00°21'14" CLOCKWISE)

CONTAINS 45,410.28 SQ/FT OR 1.04 ACRES

**IF RECORDED, PLEASE RETURN TO:**

FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION  
C/O LOGAN HALL  
1216 W. LEGACY CROSSING BLVD., SUITE 300  
CENTERVILLE, UTAH 84014

**BYLAWS  
OF  
FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION**



**BYLAWS  
OF  
FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION**

**Article I  
Name, Principal Office, and Definitions**

1.1. Name. The name of the corporation is FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION (the "Association").

1.2. Principal Office. The principal office of the Association shall be located in Davis County, Utah. The Association may have such other offices, within or outside the State of Utah, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Unless otherwise defined herein, capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for the Fox Hunter Estates Homeowners Association recorded in the public records of Davis County, Utah, as it may be amended (the "Declaration"), unless the context indicates otherwise.

**Article II  
Association: Membership, Meetings, Quorum, Voting, Proxies**

2.1. Membership. The Association shall have one class of membership, the terms of which pertaining to membership are incorporated by this reference. The Association shall have a temporary second class of membership, in which the Declarant shall be the sole member, and which shall expire upon the expiration of the Declarant Control Period (as hereinafter defined).

2.2. Place of Meetings. Meetings of the Association shall be held at a location in Davis County, Utah or at such other suitable place as the Board may designate.

2.3. Annual Meetings. The annual meeting of the members shall be held on such day and at such time as shall be fixed by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Utah, the meeting shall be held on the next succeeding business day.

2.4. Special Meetings. Special meetings of the members may be called, for any purposes described in the notice of the meeting, by the president, or by the Board of Directors, and shall be called by any Director at the request of the holders of not less than half of all outstanding votes of the Association entitled to be cast on any issue at the meeting.

2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered to each Owner entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of a Director or the officers or persons calling the meeting, said notice shall be delivered either personally, by mail, or by electronic means, including text message, email, or will be posted in an obvious and prominent place on the Association's website, and such notice will constitute fair and reasonable notice. A member wishing not to receive notice by electronic means must notify the Association in writing and must request of the Association to provide notice to the member by U.S. mail only.

2.6. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof; unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference. Members may vote in person at a meeting by voice vote or ballot. Members may also vote by mail or electronic means, such as email, or the Association's website, as long as a signature is attached, all as determined by the Board; provided, however, meetings shall be held when required by the Declaration or Bylaws. All Membership votes cast for the election of Directors shall be by secret written ballot. Unless otherwise provided for in the Declaration, all Membership votes shall be subject to the quorum requirements of Section 2.9 of these Bylaws and, if a quorum is established, a Majority vote of the votes cast will constitute an affirmative action of the Association.

2.8. Majority. As used in these Bylaws, the term "Majority" shall mean those votes, Owners, or other groups, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

2.9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of fifty percent (50%) of the Members of the Association shall constitute a quorum at all meetings of the Association.

2.10. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.11. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Members who are present at such meeting may adjourn

the meeting to a time not less than five nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, the required quorum for the conduct of business shall be reduced by one-half (1/2); if the meeting is reconvened a second time, the reduced quorum shall again be reduced by one-half (1/2), so that the required quorum is one-fourth (1/4) of the original requirement. At any reconvened meeting, if the required reduced quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. All such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business. Such consents shall be filed with the minutes of the Association.

### **Article III** **Board of Directors: Number, Powers, Meetings**

3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to Directors appointed by the Declarant during the Declarant Control Period, the Directors shall be Members or residents; provided, however, no more than one representative from a Lot may serve on the Board at the same time. All Directors shall complete, prior to being elected to the Board, such training and committee or other service requirements as established by the Board. Directors appointed by the Declarant need not be Members of the Association or residents. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such member shall be presumed to be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member. No such Member may have more than, one such representative on the Board at a time, except in the case of Directors appointed by the Declarant.

3.2. Number of Directors. The initial Board shall consist of (3) three Directors as identified in the Articles of Incorporation. During the Declarant Control Period, the Board shall consist of three (3) Directors unless the number of Directors is changed by the Declarant. Following the

expiration of the Declarant Control Period, the Board shall consist of not less than three (3) Directors, all of which shall be Owners of Lots.

3.3. Nomination of Directors. Except with respect to Directors appointed by the Declarant during the Declarant Control Period, nominations for election to the Board shall be made by a nominating committee. The nominating committee shall consist of three or more Persons and a chairperson, who shall be a member of the Board. The remaining members of the nominating committee shall be Members, residents of homes, or any officer, director, partner or trust officer of a Member which is not a natural person.

The nominating committee shall be appointed by the Board no later than three (3) months before the election, and the committee shall serve until the newly elected Board holds its first Meeting. The nominating committee shall nominate its slate of candidates for the Board no later than forty-five (45) days before the election shall be held.

3.4. Removal of Directors and Vacancies. Any Director elected by the Members may be removed, with or without cause, by the vote of Members holding two-thirds of the votes entitled to be cast for the election of such Director at any meeting of the Association at which a quorum is present. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Members who has three (3) absences from Board meetings within a twelve (12) month period, or is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a Majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a Director elected by the Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such Directorship may elect a successor for the remainder of the term. Any Director which the Board appoints shall be selected from among the Members. In the event of the death, disability or resignation of a Director appointed by the Declarant, the Declarant may appoint a successor to fill the vacancy for the remainder of the term.

3.5. Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

3.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the Directors shall determine, but at least one such meeting shall be held each quarter. Notice of the time and place of a regular meeting shall be noticed and communicated to

Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.7. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, television, or such other communication device. All such notices shall be given at the Director's telephone number, fax number, electronic mail number, or sent to the Director's address as shown on the records of the Association. Notices of special meetings of the Board shall be posted in a prominent place within the Properties. Notices sent by first class mail shall be deposited within the Properties. Notices shall be delivered or transmitted at least 72 hours before the time set for the meeting.

3.8. Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.9. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference call, television, or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.10. Quorum of Board of Directors. Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.11. Compensation. No Director shall receive any compensation from the Association for acting as such; provide however, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering-into such contract and such contract was approved by a Majority of the Board, excluding the interested Director.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.13. Open Meetings. All meetings of the Board shall be open to all Members, but attendees other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by the President. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than Directors, to discuss matters of a sensitive nature, such as pending or threatened litigation and personnel matters.

3.14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a formal meeting if either (a) a consent in writing, setting forth the action so taken, is signed by all of the Directors, or (b) such action taken without a formal meeting is ratified at a subsequent meeting of the Directors. Such consent or ratification, as the case may be, shall have the same force and effect as a formal vote. Written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.15. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things that are not by the Governing Documents or Utah law directed to be done and exercised exclusively by the membership generally, including entering into covenants to share Costs and cross-use agreements for the benefit of the members of the Association.

3.16. Duties. The duties of the Board shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the common expenses;

- (b) levying and collecting such assessments from the owners;
- (c) providing for the operation, care, upkeep, and maintenance of the areas specified in the Declaration;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association provided, a reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- (f) making and amending use restrictions and rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the common area in accordance with the Declaration and these Bylaws;
- (i) enforcing, by legal means, the provisions of the governing documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific owners;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available to any prospective purchaser of a lot and home, any owner, and the holders, insurers, and guarantors of any mortgage on any lot and home, current copies of the

governing documents, and all other books, records, and financial statements of the Association;

(o) permitting utility suppliers to use portions of the common area reasonably necessary to the ongoing development or operation of the property;

(p) indemnifying a Director, officer or committee member, or former Director, officer or committee member of the Association to the extent such indemnity is permitted or required by Utah law, the Articles or the Declaration; and

(q) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

3.17. Management. The Association may, but shall not be required to, employ for the Association a professional management company or companies at such compensation as the Board may establish, to serve as Manager and perform such duties and services as the Board shall authorize. The Declarant, or an affiliate of the Declarant may be employed as managing company or manager. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Manager, if any, which might arise between meetings of the Board.

3.18. Financial Standards, Accounts and Reports.

(a) *Standards.* The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed; provided however, that any subsidy funded by the Declarant may be calculated on a cash basis of accounting;

(2) accounting and controls should conform to generally accepted accounting principles;

(3) cash accounts of the Association shall not be commingled with any other accounts;

(4) no remuneration shall be accepted by the managing company from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise anything of value received shall benefit the Association; and

(5) any financial or other interest which the managing company may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.



(b) *Budget.* The Board shall cause a reserve budget and a common expense budget (collectively referred to as the "Budget") for the Association, to be prepared for each fiscal year of the Association, a copy of which shall be distributed to each Member of the Association not less than thirty (30) nor more than sixty (60) days before the beginning of the fiscal year to which the Budget relates. A copy of the Budget shall be distributed personally or by mail or other manner reasonably designed to provide delivery to each of the Members of the Association. The Budget shall include the following information:

(1) the estimated revenue and expenses of the Association on an accrual basis for the forthcoming fiscal year;

(2) the amount of the total cash reserves of the Association currently available for the replacement or major repair of the common areas and for contingencies;

(3) an estimate of the current replacement costs, of the estimated remaining useful life of, and the methods of funding to defray future repair, replacement or additions to, those major components of the common areas;

(4) a general statement setting forth the procedures used by the Board in calculation and establishment of reserves to defray the future repair, replacement or additions to major components of the common areas;

(5) a statement disclosing whether the Declarant is contributing "in kind" services or material pursuant to a contract with the Association and that their assessment obligation may be reduced or abated by the amount of the agreed value of such services or materials; and

(6) a statement disclosing whether a subsidy contract exists between the Declarant and the Association.

Subject to applicable law, in lieu of distributing the Budget as specified in this Section, the Board may elect to distribute a summary of the Budget ("Summary") to all Members with a written notice that the Budget is available at the business office of the Association or at another suitable location within the boundaries of the Properties and that copies will be provided upon request at the expense of the Association. If any Member requests a copy of the Budget, the Association shall provide one copy to the Member without charge by first-class United States mail and deliver such copy within 5 days of such request. The written notice that is distributed to each of the Members shall be in at least 10 point bold type on the front page of the Summary.

(c) *Financial statements.* The Board may cause an annual report ("Financial Statement") to be prepared in accordance with generally accepted accounting principles to be distributed to each Member of the Association within one hundred twenty (120) days after close of the Association's fiscal year. A copy of the Financial Statement shall be distributed personally or by mail or other

manner reasonably designed to provide delivery to each of the members of the Association and shall consist of:

- (1) a balance sheet as of the end of the fiscal year;
- (2) an income and expense statement for the fiscal year (this statement shall include a schedule of assessments received and receivables identified by the numbers of the lots and homes and the names of the owners assessed); and
- (3) a statement of changes in financial position for the fiscal year.

The Financial Statement shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds \$75,000.00. If the Financial Statement is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without independent audit or review of the books and records of the Association.

(d) *Quarterly requirements.* The Board shall do the following at least quarterly:

- (1) cause a current reconciliation of the Association's operating accounts to be made and- review the same;
- (2) cause a current reconciliation of the Association's reserve accounts to be made and review the same;
- (3) review the current year's actual reserve, revenues and expenses compared to the current year's Budget;
- (4) review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts;
- (5) review an income and expense statement for the Association's operating and reserve accounts; and
- (6) review the delinquency report listing all owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

3.19. Borrowing. The Association shall have the power to borrow money for any legal purpose.

3.20. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without

limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Property; provided, any common management agreement shall require the consent of a Majority of the total number of Directors of the Association. The Association shall not have the right to terminate any such contract entered into during the Declarant Control Period.

3.21. Enforcement.

(a) *Notice.* Prior to imposition of any sanction as provided in the Declaration, the Board or the Manager shall serve the alleged violator with written notice including: (1) the nature of the alleged violation, (ii) the proposed sanction to be imposed; (iii) a statement that the alleged violator may present a written request for a hearing to the Board within fifteen (15) days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or company who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If a timely request for a hearing is not received by the Board, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the fifteen day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) *Hearing.* If a hearing is requested within the allotted fifteen-day period, the hearing shall be held before the Board in executive ("closed") session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

3.24. Prohibited Acts. The Board shall not take any of the following actions except with the written consent or vote of at least a Majority of the Members other than the Declarant:

(a) to pay compensation to Directors or officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

**Article IV**  
**Officers**

4.1. Officers. The officers of the Association may be a President, Vice President, Secretary, and Treasurer and shall be elected from among the members of the Board; other officers may, but

need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Association, as set forth in Article III above.

4.3. Removal and Vacancies. The Board may remove any officer whenever, in its judgment the best interests of the Association will be served. A vacancy arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, any officer directed by the Board shall perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and these Bylaws and may delegate all or part of the preparation and notification duties to a finance committee, Manager, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board. The Board shall require signatures for the withdrawal of reserve funds of either two members of the Board or a member of the Board and officer of the Association who is not also a member of the Board. For purposes of this Section, "reserve funds" means monies the Board has identified in the Budget for use to defray the future repair or replacement of or additions, to those major components which the Association is obligated to maintain.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as

compensation of Directors under Section 3.11 above.

**Article V**  
**Committees**

5.1. **General.** The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution; provided, however, any committee member, including the committee chair, may be removed by the vote of a Majority of the Directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

**Article VI**  
**Miscellaneous**

6.1. **Fiscal Year.** The fiscal year of the Association shall be the calendar year, January 1 through December 31, unless otherwise established by Board resolution.

6.2. **Parliamentary Rules.** Except as may be modified by Board resolution, **Robert's Rules of Order** (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.3. **Intentionally Omitted.**

6.4. **Books and Records.**

(a) ***Inspection by Members and Mortgagees.*** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a lot, any member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) ***Rules for Inspection.*** The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) *Inspection by Directors.* Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications meant for the Association or for a particular Member under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing company, at the principal office of the association or the managing company or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Declarant. During the Declarant Control Period, the Declarant may unilaterally amend these Bylaws. Following the expiration of the Declarant Control Period, the Bylaws may only be amended by the Members generally as set forth below.

(b) By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the total of those who vote, provided that the required quorum is present at the time of such vote, and with the consent of the Declarant during the Declarant Control Period.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to do so, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, I, being a Director and on behalf of the Board of Directors of FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION, certify and acknowledge that these BYLAWS OF FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION are true and accurate and the legally adopted Bylaws of said company.

LOGAN HALL, individually

By: \_\_\_\_\_

STATE OF UTAH                    )  
  :SS  
COUNTY OF DAVIS            )

On this \_\_\_\_ day of April, 2021, personally appeared before me Logan Hall, individually, whose identity is personally known to me and who by me duly sworn, that he signed with appropriate authority.

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

**DECLARANT CONSENT**

These Bylaws are hereby approved as to both form and content by FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION.

HENRY WALKER CONSTRUCTION, LLC,  
a Utah limited liability company

By: J. FISHER COPMANIES, LLC,  
a Utah limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Owen Fisher  
Its: Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF DAVIS            )

On this \_\_\_\_ day of April, 2021, personally appeared before me Owen Fisher, individually, whose identity is personally known to me and who by me duly sworn, did say that he is the Manager of J. Fisher Companies, LLC, a Utah limited liability company, which is the Manager of Henry Walker Construction, LLC, a Utah limited liability company, and that he signed on behalf of said company by the appropriate authority.

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



# **ARTICLES OF INCORPORATION OF FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION**

These Articles of Incorporation have been duly adopted by the Association's Board of Directors and Members on April \_\_\_\_, 2021, in accordance with the applicable provisions of the Utah Revised Nonprofit Corporation Act (the "Act").

Pursuant to, and in accordance with the Act, Fox Hunter Estates Homeowners Association, a Utah nonprofit corporation (the "Association") adopts the following Articles of Incorporation:

## **ARTICLE I NAME**

The name of this corporation is "FOX HUNTER ESTATES HOMEOWNERS ASSOCIATION".

## **ARTICLE II PURPOSES AND POWERS**

The Association is organized to engage in any and all lawful acts, activities and/or pursuits for which nonprofit corporations may presently or hereafter be organized under the Act.

The Association shall have all powers allowed by law, including, without limitation, those powers described in Section 16-6a-302 of the Act. The purposes stated herein shall be construed as powers as well as purposes and the enumeration of a specific purpose or power shall not be construed to limit or restrict the meaning of general terms or of general powers, nor shall the expression of one thing be deemed to exclude another not expressed, although it be of like nature.

## **ARTICLE III BYLAWS**

Provisions for the regulation of the internal affairs of the Association shall be set forth in the Bylaws, as may be amended from time to time.

## **ARTICLE IV VOTING MEMBERS**

All voting rights of the Association shall be exercised by voting members in the manner set forth in either the Bylaws or the Declaration of Covenants, Conditions and Restrictions of the Association as recorded with the Davis County Recorder's Office (the "Declaration"). Each fee simple owner of a unit encumbered by the Declaration shall be a member of the Association. Membership in the Association shall be mandatory and not optional and shall be appurtenant to

and may not be separated from the ownership of any unit. The Association will not issue shares of stock.

**ARTICLE V  
PRINCIPAL PLACE OF BUSINESS**

The Association's principal place of business shall be located at 1216 W. Legacy Crossing Blvd., Suite 300, Centerville, Utah 84014. The Association may change its principal place of business or maintain other places of business as the directors may deem necessary and appropriate from time to time.

**ARTICLE VI  
REGISTERED OFFICE AND AGENT**

The address of the initial registered office of the Association is 1216 W. Legacy Crossing Blvd., Suite 300, Centerville, Utah 84014, and the name of its initial registered agent at such address is Henry Walker Construction, LLC, a Utah limited liability company, located at 1216 W. Legacy Crossing Blvd., Suite 300, Centerville, Utah 84014.

**ARTICLE VII  
DIRECTORS**

The Association shall be governed and controlled by a Board of Directors (the "Board") to be appointed as set forth in the Bylaws. The initial members of the Board of Directors shall be:

Logan Hall, Director	1216 W. Legacy Crossing Blvd., Suite 300, Centerville, Utah 84014
Owen Fisher, Director	1216 W. Legacy Crossing Blvd., Suite 300, Centerville, Utah 84014
Ruth Hill, Director	1216 W. Legacy Crossing Blvd., Suite 300, Centerville, Utah 84014

**ARTICLE VIII  
LIMITATION ON LIABILITY**

Within the meaning of and in accordance with Section 16-6a-823 of the Act:

A. No director or officer of the Association shall be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a director, except as provided in this Article VIII.

B. The limitation of liability contemplated in this Article VIII shall not extend to (a) the amount of a financial benefit received by a director to which he or she is not entitled, (b) an intentional infliction of harm on the Association or its members, (c) a violation of Section 16-6a-824 of the Act, or (d) an intentional violation of criminal law.

C. Any repeal or modification of this Article VIII by the members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

D. Without limitation, this Article VIII shall be applied and interpreted, and shall be deemed to incorporate, any provision of the Act, as the same exists on the date hereof or may hereafter be amended, as well as any applicable interpretation of Utah law, so that personal liability of directors of the Association to the Association or its members, or to any third person, shall be eliminated or limited to the fullest extent as from time to time permitted by Utah law.

#### **ARTICLE IX INCORPORATOR**

The name and address of the incorporator is:

HENRY WALKER CONSTRUCTION, LLC  
1216 W. Legacy Crossing Blvd., Suite 300  
Centerville, Utah 84014

#### **ARTICLE X CONFLICT WITH DECLARATION**

In the event of any conflict or inconsistency between the provisions of these Articles and the provisions of the Bylaws (as may be amended from time to time), the provisions of the Bylaws shall control. Moreover, in the event of any conflict or inconsistency between the provisions of these Articles or the Bylaws, the provisions of the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the incorporator of the Association and the registered agent thereof, hereby execute these Articles of Incorporation and certify to the truth of the facts herein stated, this April \_\_\_\_, 2021

HENRY WALKER CONSTRUCTION, LLC,  
a Utah limited liability company

By: J. FISHER COMPANIES, LLC,  
a Utah limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Owen Fisher  
Its: Manager