



# HVPOA Handbook

Hideaway Valley Property  
Owners Association

**A Complete Guide for  
Property Owners in Hideaway Valley  
Sanpete County, Utah**

Hideaway Valley  
Property Owner's Association  
(HVPOA)

# Handbook

Contact information:

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Secretary@HideawayValley.org  
Treasurer@HideawayValley.org

EIN: 87-0411021  
Utah Corporations Entity Number: 6298506-0140



## Fast Facts About the Area

**Time Zone:** Mountain (standard time: GMT-7, DST: -6 hours)

**Phone lines.** [Centra Com](#) in Fairview is our local telephone company. They install most phone lines in the valley (but not the upper roads) without charge. 435 427 3331 or 800 427 8449 [www.CentraCom.com](http://www.CentraCom.com)

**Cell coverage:** [AT&T](#) is the only local tower but other companies may rent the towers.

**Internet.** There is only one local Internet company and that is [CentraCom](#). They offer DSL and dial-up. Your other option is using an AT&T cell phone as a modem or buying one of their 3G cards for your computer. (CentraCom: 435 427 0638 or 800 427 8449 [www.CentraCom.com](http://www.CentraCom.com)) ([AT&T](#): [www.ATT.com](http://www.ATT.com))

**TV.** There is no local TV coverage. Centra Com does not offer cable in Hideaway. The options are Dish Network, Direct TV, or [Internet TV](#). ([www.hulu.com](http://www.hulu.com))

**Power Company:** [Rocky Mountain Power](#) Customer Service (888) 221-7070 [www.rockymountainpower.net/](http://www.rockymountainpower.net/)

**Coordinates** for Indianola: Latitude 39.80 & Longitude -111.49

**Airport:** Mt. Pleasant (43U) - 4260 ft. paved and lighted, 122.8 Unicom

**Main thoroughfare:** Highway 89

**Distance** to Salt Lake City: 85 miles

**Distance** to Spanish Fork: 35 miles

**Distance** to Fairview: 12 miles

**Distance** to Hospital: 20 Miles

**Hospital:** Located in Mt. Pleasant: 16 miles

Sanpete Valley Hospital

1100 South Medical Drive, Mount Pleasant, UT 84647

Main Hospital - General Info Phone: (435) 462-244

EMERGENCIES (ONLY) Phone: (435) 462-4147

**Schools:** We are located in the [North Sanpete School district](#). The school buses do make the main loop in Hideaway Valley to pick up students. The main office is located at:

220 E 700 S

Mt. Pleasant, Utah 84647

435-462-2485

[www.nsanpete.k12.ut.us/District\\_Site/Home.html](http://www.nsanpete.k12.ut.us/District_Site/Home.html)

**County Seat and Courthouse:** Manti **County website:** <http://sanpete.com/>

**Law Enforcement:** Manti. In case of Emergency, call 9-1-1 or Dispatch at 835-2345. [Sheriff Kevin G. Holman](#), [sheriff@sanpeteso.org](mailto:sheriff@sanpeteso.org), 435-835-2191, [www.sanpetesherriff.org/Contact.html](http://www.sanpetesherriff.org/Contact.html)

**Nearest city** with pop. 50,000+: Provo, UT : 39.2 miles

**Weather Forecast** from Channel 5 News

January Average Temperature: 34 F

July Average Temperature: 88 F

Annual Average Precipitation: 11 inches

## Fast Facts About the Association

**Non-Profit:** Hideaway Valley is a subdivision in Sanpete County Utah. The Hideaway Valley Property Owners Association (HVPOA) is incorporated as a non profit 509. All lot owners are mandated to be Members of the Association by County Ordinance (Section 6, F, 4, b. 1974) and the Declaration of Protective Covenants.

**Lots:** There are 453 lots in Hideaway Valley subdivision ranging in size from 2 to 35 acres.

**Plats.** There are five plats with Protective Covenants (all substantially the same) that run with the land. There are three sets of Protective Covenants recorded for Plat A, Plat B and Plats C,D&E. One lot, C-213, belongs to the Association and is where the Pavilion, swing set, refuse bins, and water spigot are located.

**Area.** Hideaway Valley is the third largest Subdivision in Sanpete County at 2262 acres. Big Hollow has 3000 acres and Black Hawk has 2329.

**Roads:** There are 27 miles of roads which are dedicated to public use. Although the Protective Covenants say the roads are for the exclusive use of lot owners and their guests, strictly speaking, they are public roads. The county does not maintain them though, HVPOA does.

**Access:** All roads have a 60 feet easement that belongs to the Association. The property lines were meant to be in the middle of the road with a 30 foot easement on each lot. However, Plats were not strictly followed when the roads were built and so there is variation throughout the subdivision. Road access to each lot is only guaranteed and maintained *as weather permits*. It is recommended that you possess a 4 wheel drive vehicle to access your lot. Snow removal is also not guaranteed or mandated in the Covenants and currently is only provided for about 15 miles of lower road. This can change by vote of the membership.

**Recreational property:** The original subdivision was intended for summer time use only. Some owners decided to build homes and now there are approximately fifty full-time residents. The vast majority of lots remain undeveloped and some will never be approved for building nor are they suitable for dwellings.

**Meetings:** Members meet annually (third week in April) to elect Trustees and vote on a line-item budget. They also meet on a quarterly basis to make suggestions, get a financial report and vote on various measures. The Board meets on the third Saturday of each month at 10 am and rotates between Utah County (the majority of owners live in the Greater Salt Lake Valley area) and Sanpete County. They decide at each Board Meeting where the next meeting will be held. Each quarter when there is a regularly scheduled Member Meeting, the Board Meeting will follow.

**Minutes:** Minutes are taken at every meeting and once approved are posted on the web site. Minutes tell Members how Hideaway Valley is being run and how their money is being spent. Board members must approve Board minutes and Members approve their own meeting minutes at the following Member's Meeting.

**Assessments:** Assessments are based on how much it takes to run the Association. Members vote each year on a line item budget prepared by the Trustees. If a budget doesn't pass in a given year, then the Association reverts to the last Member-approved budget. Assessments may be paid by the quarter, but sometimes a discount is offered if paid in full at the beginning of the fiscal year.

**Taxes:** HVPOA is run on a fiscal year from May 1 to April 30 of the following year. A fiscal year is called by the year in which it ends. So the year beginning May 1, 2010 and ending in April 2011 is called "Fiscal year 2011." Although taxes have routinely been filed on a calendar year, the year-end financial summary will be for our fiscal year May through April, not a calendar year ending in December.

**Credit Union:** Hideaway does business with and is an Affiliated Associate of Mountain America Credit Union. As such, each lot owner is eligible to join Mt America and enjoy their many benefits. For a list of benefits visit them at [www.macu.com/](http://www.macu.com/) or call 1-800-748-4302

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# Glideaway Valley

*A Planned Development*



HVPOA HC13 Box 300-1, Fairview, UT 84629

## A Welcome Letter from the President

Hideaway Valley is a community nestled in the mountains and surrounded by breathtaking views. We are located centrally to terrific fishing and hunting areas. Many of our friends and neighbors enjoy horseback riding, hiking, and all terrain vehicle use. At the first printing of this Handbook (Jan-2011) there were approximately fifty full-time residents. Most owners use their lots for recreation, if at all.

Our community began in the early 1980's as a rural recreational subdivision. Today, as bustling cities to the north grow, folks migrate to Hideaway for a less hectic lifestyle. Your Trustees continually try to balance the original intent of the developers and early land owners with those who want to bring city amenities to a rural setting. We strive to make Hideaway safe and attractive while addressing the needs and preferences of all owners.

The Hideaway Valley Property Owners Association (HVPOA) does not have a corporate office so the documents required by corporate law to be in an office can be found on the website and in this Handbook. You will find this is not a generic handbook; it is designed specifically for you, owners of Hideaway Valley parcels to inform you of your rights *as well as responsibilities*. In Hideaway we don't want to burden ourselves with copious rules and regulations, monitor other's personal lives, or have a handful of people dictate to us, as is seen in some HOAs and gated communities. We are a rural, independent people and regard the choices of our neighbors, if not with approval, at least with respect and tolerance.

The Ten Commandments contain 297 words and the Bill of Rights contain 463 words. So why do the Bylaws of Hideaway Valley contain 8,000+ words? This is necessary to document your personal protections and responsibilities. The tendency in neighborhood governance is for a few people to attain a position of power and decide to act in other's "best interests," whether everyone wants it or not. Limited resources can be wasted on attorneys and courts to sort out the mess! Trustees generally have good intentions but let's face it, they are not professional managers. So clear guidelines can prevent a lot of mistakes and unintentional problems.

The key to a good Association is a sound and rotating Board of Trustees and informed Members who vote. In Hideaway Valley, we enjoy a Representative Republic for the management of the day to day operations; we elect Trustees and they manage our business. When decisions are made which affect our rights and property, we also enjoy a Direct Democracy. **Everyone** should have a vote in the outcome of major issues. Our Bylaws provide for your participation but only **you** can guarantee your voice will be heard.

The Governing Documents are designed so every Member of the Association can (and should) take a turn as Trustee. It is not necessary to live in Hideaway Valley in order to be a Trustee and our Board consists of residents and non-residents alike. To be an effective Trustee requires a desire to serve and the ability to donate time and talent. Trustees can attend meetings by phone and communicate with fellow Trustees through email. Trustees in Hideaway are expected to manage, *not direct*, our community. You will find that the word "Trustee" is capitalized throughout this Handbook and so is the word "Member." Trustees and Members share responsibility and management of our affairs.

Whether you are new to Hideaway Valley or have owned property since the 1980's, you will find useful information compiled in this handy reference. We have included references to State Code which govern Associations in Utah and useful forms and guidelines as to how we conduct business.

In Hideaway Valley, we like to think we place more value on people and their families than on the value of property and conforming to other's views. So work with our Trustees, *become* a Trustee, stay informed by all means available and together we will ensure a future which adheres to the developers' intent as well as provides for responsible, managed growth.

Working toward a bright and peaceful future,

Clifford Johnson, President of HVPOA, fiscal year 2011





## Governing Documents and Statutes

All lot owners are required to be Members of the Hideaway Valley Property Owners Association, Incorporated (HVPOA) as mandated in the Protective Covenants. In Hideaway Valley there are five Plats with 453 lots that belong to the HVPOA. The three versions of the Protective Covenants are found in the appendix to this handbook.

The rights and duties of residents of Hideaway Valley lot owners are governed in part by statutory law and in part by the terms of the "contract" between the lot owner and the HVPOA. This is found in the Protective Covenants and other governing documents of the HVPOA. In the case of conflicts or irregularities, the higher body of law supersedes the lower body. In other words, if the governing documents allowed a Board to charge interest *and* a late fee for past dues assessments, that may be overturned in a court of law because the Utah Corporate Code does not allow both interest *and* late fees to be charged to shareholders (Members) only one *or* the other (§16-4-301-1-a). State law trumps the governing documents while Federal law trumps State law..

### The Hierarchy of the Law

1. Federal Statute
2. State Code
3. County Ordinances

### Hierarchy of Governing Documents

1. Plat Map (obtainable from the County Clerk of Sanpete county located in Manti).
2. Protective Covenants
3. Articles of Incorporation
4. Bylaws
5. Rules and Regulations

## ***Specific Statutes that apply to POAs in Utah***

Some Federal codes you may want to review are:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act
- Employee Retirement Income Security Act
- Fair Debt Collection
- Fair Housing Act
- Fair Labor Standards Act
- Federal Communications Commission
- Occupational Safety and Health Act
- Telecommunications Act

Common Interest Developments (CID) such as Hideaway Valley are subject to federal law and rulings, depending on the circumstances. For instance, a Federal Ruling that affects many CIDs concern owner's right to use satellite dishes. It was the "Over-the-Air Reception Devices Rule" [from the FCC](#). Some HOAs have tried to prevent owners from putting out satellite dishes, however the FCC rule, which allows this, trumps any HOA rule to the contrary.

Utah Codes that apply to Hideaway.

- [Title 15 -- Contracts and Obligations in General](http://www.le.state.ut.us/~code/TITLE15/TITLE15.htm)  
(<http://www.le.state.ut.us/~code/TITLE15/TITLE15.htm>)
- [Legal Rate of Interest](http://le.utah.gov/~code/TITLE15/15_01.htm) ([http://le.utah.gov/~code/TITLE15/15\\_01.htm](http://le.utah.gov/~code/TITLE15/15_01.htm))
- [Title 57 -- Chapter 08a -- Community Association Act](http://le.utah.gov/~code/TITLE57/57_08a.htm)  
([http://le.utah.gov/~code/TITLE57/57\\_08a.htm](http://le.utah.gov/~code/TITLE57/57_08a.htm))
- [Title 16 -- Chapter 06a -- Utah Revised Nonprofit Corporation Act](#)

- ([http://le.utah.gov/~code/TITLE16/16\\_06a.htm](http://le.utah.gov/~code/TITLE16/16_06a.htm))
- [Title 57- Chapter 21- Utah Fair Housing Act](http://le.utah.gov/~code/TITLE57/57_21.htm) ([http://le.utah.gov/~code/TITLE57/57\\_21.htm](http://le.utah.gov/~code/TITLE57/57_21.htm))
- Discrimination Laws
- [Division of Consumer Protection](http://www.consumerprotection.utah.gov/) ([www.consumerprotection.utah.gov/](http://www.consumerprotection.utah.gov/))
- [Antitrust laws](http://le.utah.gov/~code/TITLE76/htm/76_10_091200.htm) ([http://le.utah.gov/~code/TITLE76/htm/76\\_10\\_091200.htm](http://le.utah.gov/~code/TITLE76/htm/76_10_091200.htm))

County Ordinances that apply to Hideaway Valley

- [Sanpete County Land Use Ordinance](http://sanpete.com/downloads/clerk/zoning.pdf) (<http://sanpete.com/downloads/clerk/zoning.pdf>)
- [Sanpete County Subdivision Ordinance](http://sanpete.com/downloads/clerk/subdivision.pdf) (<http://sanpete.com/downloads/clerk/subdivision.pdf>)

Hideaway Valley is zoned as "Sensitive lands" in Sanpete County. However, Hideaway isn't actually governed under strict sensitive land zone ordinances because Hideaway Valley is an approved subdivision. An approved subdivision is modified by their Covenants when in conflict with other Zoning Ordinances:

A) Whenever a subdivision shall be approved by the planning commission and by the board of county commissioners, the regulations and restrictions of the one in which the subdivision is located as applied to the land covered by said subdivision shall be construed to be modified in accordance with the approved plan. ~*Sanpete County Subdivision Ordinance 14.76.300 Modification of regulations.*

For example, the county only allows homes to be built on 5 acres or more, yet in Hideaway Valley many lots are under 5 acres. Because it is an approved plan, the county allows lot owners to build on smaller parcels as allowed in the Protective Covenants.

## ***The Governing Documents***

### **Protective Covenants**

The Protective Covenants are the *master contract* that lot owners agree to abide by. They are a *covenant* between you and your neighbors and run with the land. By buying a parcel in Hideaway, you are legally bound to the Covenants. Basically they require owners to be Members of the HVPOA nonprofit corporation and the Protective Covenants address lot owner's responsibilities to the corporation and each other. These include, maintenance of the roads, building guidelines, animal restrictions, assessments, collection of assessments, and remedies for non-compliance. You will find the Protective Covenants for your plat in the Appendix to this handbook. The county requires the Protective Covenants to be recorded in the County Clerk's office, so you can also find them at the courthouse in Manti.

### **Articles of Incorporation**

The Articles of Incorporation simply allow the Association to incorporate in Utah, state our purpose as an organization, state who is entitled to membership and outline our voting rights. The Articles of Incorporation and registered agent for HVPOA are on file with the State of Utah Commercial Division. You will find the the Articles of Incorporation in the Appendix to this handbook as well as on the website.

### **By-laws of Hideaway Valley**

The function of the By-laws is to define how the Association is managed, explain rights of Member-owners, procedures for electing the Board of Trustees, procedures for the Board of Trustees to elect officers, guidelines for collections, how Member and Board Meetings are organized, as well as the general powers and duties of the Board. The state does not require the By-laws to be filed with them but require By-laws to be kept in the corporate office. The county also does not require the By-laws to be recorded. However, the By-laws *are recorded in the Sanpete County Clerk's office* for the protection of owners. Title companies and new owners can go to the county and find out how Hideaway is governed. The By-laws in the appendix to this handbook were current as of May 2010 and voted on by the membership. Any amendments or changes to the By-laws must be approved by the membership in order to be binding on Members. Trustees may not make changes, other than correct clerical errors, without membership approval. The most current version of the By-laws is also located on the website.

## ***Changing the Documents***

To change the Protective Covenants requires a majority vote of *all the lot owners* in each Plat. So that Plat A must have 51% of all their owners vote for change and likewise with Plat B and CD&E. To change the Articles of Incorporation or the By-laws, a majority of Members represented in person, by proxy, and mail-in ballot at any meeting of the Members or by mail-in ballot must approve the change. Whereas it takes a majority of *all lot owners* to change the Covenants, it only takes a majority of lot owners *represented at a meeting* to change the Articles or By-laws. The Trustees *may not* make changes to any of the governing documents other than clerical, without approval of the Members.

Additionally, changes may be made by Members without approval of the Board of Trustees. There are two ways:

- A Member may call a special meeting to conduct business by petition. This is covered in the By-laws, Section 2.4: *Special Meetings of the Members*, and State Corporate Code §16-6a-702. *Special meetings*. If a Board tried to stop or thwart Members requesting a special meeting, then the law allows the membership to proceed without Board help and approval if they meet certain conditions found in §16-6a-702.
- Members may also take an *Action Without a Meeting (AWM)* which does not require Board approval. However, Member AWMs do require written consent of a majority of all lot owners. See State Corporate Code §16-6a-707. Action without meeting.

## **In Summary**

There seems to be a restrictive boiler-plate that governs traditional Community Associations that place an emphasis on regimentation and punishment rather than social trust and community. In Hideaway Valley we take pride in distinguishing ourselves from the "ordinary" expectations of an association by placing a high value on individual rights, neighborliness, and trust that leads to community. The virtues of trust and community must be consciously worked on and reinforced by our leadership and most importantly, by residents themselves. This is accomplished by everyone taking their turn at governance as a Trustee, Committee Member and by voting in every election and on ballot measures. Neighborliness works better than regimentation. When all is said and done, the power of social trust and cooperation depends on our lot owners staying involved and honoring the rights of Members as set forth in our governing documents.



## Role of the Board of Trustees

In Hideaway Valley, the directors are called "Trustees" because they are entrusted to manage our community and do not "direct" the Members, but rather take direction *from* the Members. Thus the Board's power is not unlimited. Their authority is only to manage association affairs based on the governing documents and act on behalf of the Members to take care of the roads, common area, collect assessments, and keep the books and records in order. Responsibility of the Trustees is covered in Article III of the By-laws located in the Appendix. The Protective Covenants do not mention a board specifically but refer to the association and corporation as a whole. Consequently, the Board's authority is clearly outlined in the By-laws and limited in Section 3.1:

The powers not specifically delegated to the Board of Trustees by the Covenants or these By-Laws, nor prohibited by Utah State Code, are reserved to the Members of the Hideaway Valley Property Owners Association.

Examples of the powers generally granted by Hideaway Valley governing documents and state law to the Board include:

- maintaining the roads
- maintaining the records
- entering into contracts for services and hiring vendors as covered in line items on the latest approved budget
- creating budget proposals to be approved by the Members
- purchasing adequate insurance
- collecting assessments to cover the latest approved budget
- creating and supervising committees
- enforcing the governing documents of the Association
- conducting Member Meetings and Board Meetings

Examples of the powers *not* granted to the Board by the State Law and/or governing documents. The Board of Trustees may *not*:

- borrow money on behalf of the owners without a ballot measure and approval
- change the documents, especially concerning property rights, membership, voting rights, and anything that affects long-term financial obligations without a ballot measure and approval of the Members
- sign contracts not reflected in line items in the latest approved budget
- show favoritism by granting discounts or favors to one Member without doing it for all Members under the same circumstances
- make rules not already in the documents or create fines without membership approval in a ballot measure

### ***Board of Trustee Meetings***

The Board meets once a month, usually the third Saturday in the month at 10 am, in either Sanpete or Utah County in order to conduct business. They discuss and vote on Association business, hire contractors, consider bids, divide responsibility to accomplish tasks, and pay invoices. Any business or issues that arise outside a monthly meeting and cannot be postponed until the next meeting is conducted with an "Action without a Meeting" (AWM) to each Board member via email. AWMs are then brought to the next Board Meeting and read into the minutes. If the action is of sufficient importance that the Board *must* meet, a special meeting may be called by the President.

Members are allowed and encouraged to attend the Board of Trustee meetings. However, they are not allowed to vote on motions nor are they allowed to comment until the open forum for Members at the end of the meeting. Occasionally, Trustees will solicit information or clarification and ask Members to contribute, but other than that, Members are asked to quietly observe until the open forum.

It is the policy of the Board to bring all recent invoices, the checkbook, the previous meeting minutes and most

current financial information to all Board Meetings for the convenience of Members to inspect. Other records can be brought for Members to inspect upon written request to the President or Secretary at least 5 days before the meeting.

### ***Trustees and Officers Job Description***

Although the Board of Trustees are collectively accountable to the community, they are unpaid volunteers. Members are asked to be mindful of making requests in between meetings that they expect resolved before the following Board Meeting. Each request requires time, energy, and often personal expense for the Trustees. Trustees ask that Members try to bring concerns and suggestions to the regularly scheduled meetings. If a Member wants to address the Association, they may phone in, mail, or email their request to the Secretary a week before the meeting and request time on the agenda.

The Board is required to have a President, Vice President, Secretary and Treasurer. One Trustee can hold more than one position if necessary. HVPOA Members have voted to have five Trustees and their duties are outlined in Article 4 of the By-laws. Generally the President is responsible for chairing meetings, signing contracts, overseeing legalities, and anything else the Board requests. The Vice president is to fill in if the President is unable. The Secretary is responsible for taking minutes, collecting the mail, authenticating and keeping the records safe for the Members. The Treasurer is responsible for paying the bills, keeping the bank and payment records and getting them to the book keeper, making deposits and reporting the financials to the membership.

Trustees have a duty and obligation to the Members and each other. They are expected to be familiar with all the documents, have a general knowledge of the laws that apply to incorporated associations, and understand the basics of Robert's Rules of Order.

#### **A Board member's Code of Conduct includes:**

- refraining from speaking for the association unless authorized to do so
- refraining from 'lobbying' other Board members outside of Board Meetings that might have the effect of creating factions and limiting open discussion
- being balanced in one's efforts to understand others and making oneself understood
- once made, supporting and defending Board decisions even if one's own view is in the minority
- not to disclose or discuss differences of opinion on the Board outside of Board Meetings
- respecting confidentiality of information on sensitive issues
- disclosing one's involvement with vendors or individuals where such a relationship might be viewed as a conflict of interest

#### **General Duties:**

- prepare for and attend Board Meetings
- work as a team member and support Board decisions
- participate in evaluation of the Board itself
- participate in committees and volunteer for tasks to spread the work load evenly
- participate in reviews of the Association mission and objectives
- participate in the development of the annual budget and monitor financial performances in relation to it
- abide by the By-laws, Code of Conduct and other policies that apply
- provide all records (in digital form when possible) to the Secretary for record keeping and/or inclusion on the web site
- establish and review core operational practices
- attend and participate in the annual and quarterly Member's Meetings
- keep informed about community issues relevant on the mission and objectives of the Association
- treat Members and their concerns with respect, *especially* when you disagree with them

General guidelines for parliamentary procedure, minutes, agendas, and bank deposit forms are included in the appendix.

## Role of Lot Owners

Hideaway Valley property owners have two main responsibilities, one to themselves and to their individual lots and one to the Association and their neighbors. Most owners are busy people, raising a family, working, and taking care of other community issues. It is all too easy to put the Association on the back burner. Unfortunately apathy of Members is the greatest enemy of any Association and leads to many abuses. When Members fail to stay involved through voting, volunteering and knowing the documents, they should not be surprised to discover that oppressive rules and practices have slipped their way into the documents.

Your home and property is often the biggest single investment you will make. Putting its governance on the back burner is asking for trouble. Yes, it takes time and energy. But ask yourself, would you rather stay abreast of issues with a few hours now or find yourself paying escalating assessments later and funding lawsuits and pet projects you care nothing about? The choice is yours. Just because assessments are low and you like the Board is no excuse for not staying involved. When meeting attendance is low and there are few if any complaints, Trustees begin to think Members are not interested in the day to day operations. That is potentially when nasty surprises begin.

Here are some of your responsibilities as a lot owner with an expanded explanation below:

1. Treat Trustees with respect.
2. Maintain your property according to county standards.
3. Read and comply with the governing documents of Hideaway Valley.
4. Vote.
5. Pay Assessments on time
6. Contact the Trustees as soon as possible if you will not be able to meet your financial obligation to the Association.
7. Provide current contact information to the Secretary or Treasurer.
8. Ensure that those who reside on your property (e.g., tenants, relatives, friends) adhere to all rules and regulations.
9. Run for the Board when it is time to take your turn.

### ***1. Treat Trustees with respect.***

It is important that you treat Trustees respectfully, especially when they seem to least deserve it. Yelling, cursing and using sarcasm during meetings tends to backfire on Members in two ways. First, other Members tend to shut them off (unless they are yelling with them) and second, the Trustees are less likely to want to help them with the issue. At the very least, a Trustee may be patient in the meeting but subconsciously get at them in other ways.

Association business can be frustrating and when Trustees, your neighbors, seemingly act in ways that you consider wrong, you may be tempted to express your frustration in angry words. There are many ways to work with your Board, from submitting complaints and suggestions in writing, speaking calmly during open forums, speaking privately with a Trustee you feel comfortable with, asking for mediation, or writing on Member blogs and asking for suggestions. Of course the best way to address frustrating situations is to volunteer for committees and/or to run for the Board yourself.

Finally, if you can't respect the person, try respecting the office. Regardless of how you evaluate the actions of a Trustee, they are an uncompensated volunteer. Bear in mind that Trustees are generally not professionals and usually are trying to do right by the Association.



## **2. Maintain your property according to county standards.**

Speaking of respect, a good way to get along with your neighbors and show them respect is to maintain your property in a manner that pleases. Although a subjective matter, one man's junk is another's treasure, it is best to try and eliminate eyesores and health hazards. The Protective Covenants outline some basic measures such as no hazardous materials, accumulation of trash, unduly loud noises or bright lights, but basically common sense should rule. For instance, the Covenants say no "lumber" shall be stored on the lots. However, no reasonable person would consider their firewood piles as "stored lumber." The County Code has a catch-all ordinance for unsightly properties which is called nuisance abatement. (County Ordinance 14.90.150 Nuisance Abatement) Basically, if you keep your property in a reasonably neat fashion and don't do anything that can be viewed as a "nuisance," you'll be fine. If in doubt, contact the Board to discuss it.

## **3. Read and comply with the governing documents of Hideaway Valley.**

All our governing documents are in the Appendix of this Property Owner's Handbook. If you don't know what's in them, don't complain. The Covenants are a master deed and run with the land. In order to change the Covenants, which come up for renewal every ten years, a 51% approval is required. (Protective Covenants, Section 15). Membership in this non-profit corporation is mandatory, but Articles and By-laws are more flexible and can be changed with a vote of the majority of Members that are represented at any meeting of the Members or by mail-in votes. Knowing what the documents say is the best insurance that your POA runs smoothly and that strong-willed Members with personal agendas don't take over.

## **4. Vote.**

Vote in elections, at the meetings when possible, or by mail if unable to attend. Because it is mandatory for you to belong to the Association, and because the Covenants run with the land, your right to vote should never be abridged. Your vote is your voice and if you chose not to exercise this right, then you may see new policies and procedures that you do not like. We can not emphasize enough how important your involvement is. Refer to the By-laws and the following section on voting rights: "*Property owners may Vote in every election and for any issue brought to the Members for approval*" for your specific rights in voting. Refer to the Appendix for sample ballots and proxy forms.

## **5. Pay Assessments on time.**

Owners are obligated to share in the financial operation of Hideaway by paying their assessments on time. If they do not, the Association may file a lien on their home or lot and they may lose their home or lot through foreclosure (Protective Covenants 6.5 [Lien for Assessments](#))

### **What you should know about assessments:**

- Assessments are due quarterly (May 1, August 1, November 1, and February 1) You have 30 days to pay before interest charges apply. Although they are due quarterly, the Board may decide to give a discount for those who pay annually at the beginning of the fiscal year on May 1.
- The Board does not have to bill you quarterly. It is your responsibility to pay on time. "The Association may or may not mail a quarterly statement." (By-law 5.2)
- Late charges: Our Protective Covenants state exactly how assessments can be collected and enforced and *restricts* their collection to provisions specific to Article 6, "collected from time to time in the manner provided in this Article. (6.1)." Article 6 allows for an interest charge at the current legal rate *but no late charge*. In addition, the Corporations Code only allows assessments for non-profits to add *either* "a late charge, a penalty, *or* interest." It does not allow for interest *and* late charges. (§16-4-301. Enforcement of assessment)
- It is not the Association's responsibility to track you down and find your correct mailing address. If you do not provide it to the Secretary or Treasurer, and your payments are late, your interest will not be waived because they do not have your current address. (Protective Covenants 8.2 [Registration of Mailing Address](#)) Be sure to keep proof that you submitted your address or changes to your address--certified mail, acknowledgment by email, etc.)

## **6. Contact the Trustees as soon as possible if you will not be able to meet your financial obligation to the Association.**

Life happens and there are times when a Member might fall behind in their assessments. Be proactive if some thing should prevent you from staying current. Contact the Board and write a brief proposal on how you want to handle the situation. Submit this proposal to be heard at the next regularly scheduled Board Meeting. There are several options that may be available from paying a set amount each month to actually working for the Association to help pay the dues.

When you fail to pay your fair share, other Members are required to subsidize your services. Hideaway Valley lot owners have traditionally been generous with their neighbors and help out when necessary. It is a much better practice to go to the Trustees first and work something out rather than make them spend time, money, and energy tracking you down. It is the money of your neighbors that the Board spends in trying to find you regarding your financial obligations to them. Show good faith and go to the Board before they have to come after you.

## **7. Provide current contact information to the Secretary or Treasurer.**

Keeping abreast of Association matters, matters. Without the correct mailing address, you will not receive newsletters, notices, invoices, or legal documents. (Protective Covenants 8.2 [Registration of Mailing Address](#)) Our governing documents state clearly that it is your responsibility to inform the Trustees of your current contact information. Interest will not be waived on overdue assessments if you do not keep the Board apprised of your address. "I didn't get an invoice" is no excuse.

You can get your contact information to the Trustees by phone, mail, email, or hand it to them in a meeting. Be sure to get confirmation (ie receipt, email confirmation) so that you will have proof you supplied this information. This is for your protection.

## **8. Ensure that those who reside on your property (e.g., tenants, relatives, friends) adhere to all rules and regulations.**

If you rent your property, be sure to include a copy of the Covenants, By-laws, and any Rules and Regulations. In most cases if there is a problem, *you* will be held ultimately responsible--not them. For instance, if a tenant puts a fence in the easement and the snow plow goes off the road as a result--it is you who is responsible for the snow plow repairs, not your tenet. Likewise, if your family Members visit, and a group of teens with them tear up the common area, it is you who be responsible for the damage, not your relatives.

Let your guests and tenants know that courtesy and common sense make good neighbors.

## **9. Run for the Board and join committees when it seems like your time.**

Remember that people get the governance they deserve. This is especially true in HOAs and POAs where everyone has the chance to be selected and serve on the Boards. If you turn on the "ignore" button when it comes to the governance of Hideaway, then there should be little to no complaining on your part when governance goes south.

Even with today's busy schedules, Hideaway Valley Members have made it very easy to stay involved. Any Board member may attend the meetings by any two-way communication system. It can be as simple as attending by speaker phone or as technical as using webinar software. Additionally, if a Trustee is unable to phone in when a particularly hot topic is being voted on, they may give a directed proxy to another Trustee to vote for them. Make sure that there is a good cross section of owners represented by taking your turn at the helm. Hideaway Valley is approved as a subdivision in Sanpete County, it registered as a business with the state, and it is called an Association in our governing documents. But *we are much more than that*--we are a community of people who have agreed to take care of our common interests such as the roads and Pavilion. We are neighbors. We are friends.

Please volunteer. Run for Trustee, volunteer your skills, or become a committee member to contribute to

projects we all benefit from. Participate so that a small group doesn't get entrenched, work on their personal agendas, and convince themselves that they are "doing this in the best interests of everyone." It is up to you. Protect our rights by knowing the documents and participating in our governance on a rotating basis. This is the only way we will keep the "unity" in our community..

## **Members' Rights, Voting, and Meetings**

What your rights are as a Member of a Property Owners' Association is up for debate. HOAs and POAs are relatively new and governed by often contradictory and complicated laws. POA Members are considered to be contracted with each other (master deed) and fall under contract law. Most states also have Common Interest Development Laws such as Utah's Community Association Act. Most associations are also non-profits subjecting them to Corporation Codes as well. This can be good and bad. It is bad when a board uses laws and power to justify doing what they want instead of asking their owners. It is good when an owner needs certain protection that is guaranteed in one law that may overturn what a board is using for justification in another area of law.

Many property owners, when faced with Board control and enforcement, cite the Bill of Rights as the basis that a Board cannot do what they are doing. What individual rights, as recognized by the law and our government, exist in an association contractual government? Few, actually, except what is granted in the contract (Protective Covenants). Community associations are controlled by the contractual relationship between the Association and its Members created by the declaration, articles of incorporation, bylaws, and rules and regulations. The Bill of Rights restricts government power, not the rights of groups of citizens to decide contractually how to live together. Once you buy into a common interest development, you voluntarily waive many rights you thought you had. .

All HVPOA Members are bound by our governing documents: the Protective Covenants, the Articles of Incorporation and the By-laws--all of which appear in the Appendix to this handbook. These documents guarantee you certain rights. Here is a summary of what these documents say about your rights of Membership:

### ***Property owners may attend meetings of the Board and meetings of the Members.***

Members have the right to attend Board meetings to see how Trustees conduct our business. (By-laws. Section 3.2: Meetings of the Board of Trustees). Members do not have the "right" to speak unless the Trustees solicit information. Members also have a right to notification of the meetings. (By-laws. Section 3.7 Notice to the Association Members of Meetings of the Board of Trustees). Notice is by mail, by posting at least 48 hours ahead of time on the bulletin board located at Hideaway Valley entrance and posting on the website when possible. Recent policy with the Board is to have regularly scheduled meetings so Members can count on the same time each month--it is the third Saturday of every Month at 10am. You can phone a Trustee for the location which alternates between Sanpete County and Utah County.

Each quarterly meeting of the Members will also fall on the third Saturday of a quarter beginning at 10am with the Board Meeting to follow. The Annual Meeting is in April and includes election of Trustees. All of the particulars are in the By-laws located in the Appendix. The newsletter and meeting notices will contain any changes to these meeting times.

For detailed explanations on the types of meetings in the Association, read Section 1.2: *Explanation of the Types and conduction of Meetings of the Hideaway Valley Property Owners Association.*

### ***Property owners and their agents may inspect records of the Association.***

"The right of inspection granted by Utah Code may not be abolished or limited by the articles of incorporation or bylaws." [§16-6a-1602-5](#).

Property owners have long enjoyed the right under Utah Corporations Code to inspect and to copy the records of their non-profit associations. However, getting access to records -- financial records in particular -- can sometimes be problematic. The only legal basis to deny access to records is if something is in litigation or reveals personal information about a Member--such as a bank account number, SS number, birth date and other sensitive and personal information.

As a Member of this non-profit corporation, you have access to all the records because you are a shareholder. Each lot owner holds an *interest in this business*. Owners have a right to see all governing documents, contracts, minutes, correspondence (unless sensitive) financial records, and so forth. You have the same right as any Trustee to inspect the records of the corporation ([16-6a-1602-1&2](#)). Some states limit the rights of owners and only allow directors to inspect all records but in Utah, Directors *and* Members share the same inspection rights for *all* the records--no distinction is made.

Members also have the right to a list of the names and addressees of all the other shareholders--essentially our business partners--the ones we have contracted with to abide by the Protective Covenants. You do not have the right use the list for other business purposes--but you have the right to contact each and every other Member of the Association regarding association business and to ask for support to run for office.

These are your references for inspection of records:

- 16-6a-1601. Corporate records..
- 16-6a-1602 Inspection of records by directors and members.
- 16-6a-1603 Scope of member's inspection right.
- 16-6a-1605 Limitations on use of membership list.
- 16-6a-1606 Financial statements.
- 16-6a-1610 Scope of a member's right to inspect or receive copies.
- BY-LAW 3.1 Inspection of Association Records

Follow these steps to obtain records.

- Try an informal email to the Secretary first. The Secretary is responsible for keeping records and may have the file you want in his or her computer and may be able to email the information.
- For many records you must state the purpose for wanting them. It also must be a proper purpose--such as wanting to see if the expenditures are in line with the budget or you may want a member's list to run for office. Write a letter and state your purpose for wanting the records.
- Remember to be specific. You must give the time frames of the records you want to inspect, the particular record, bid, receipt or invoice, and name of the vendor, etc. Stating, "I want to see all financial records," is not specific and a Board does not have to respond to such an open-ended demand.
- If you want to see these records, you do not need to list a purpose
  - (a) its articles of incorporation; or bylaws;
  - (b) resolutions adopted by Trustees and minutes
  - (c) all written communications to Members generally as Members
  - (e) names and addresses of its current directors
  - (g) all financial statements prepared for periods ending during the last three years
- Give 5 days notice
- State if you want hard copies (a small fee may apply) or electronic (you are entitled to electronic copies if available, 16-6a-1603-2)
- Assure the Trustees you will not sell or use a Member's list for non-association purposes
- Mail requests by registered letter

### **Abuse of the Process**

Nothing in this section should be construed as a license to abuse the inspection process, for whatever reason. Once the Board gives you a time and place to inspect records, it is your duty to be there. It is your job to get to the records, not the Trustees job to get them to you. Most of the records a Member generally requests are on the official website in any case, such as the minutes, the latest financial summaries, newsletters, and governing documents. Because there is no corporate office, all efforts to inspect records should coincide with a Board or Member's Meeting unless the file can be sent electronically--which is often the case. All requests have to be made in good faith and for a proper purpose. If you are requesting records to make your Trustees jump through hoops, you may cost the Association money through legal fees and end up spending your own money to defend your actions.

### ***Property owners may Vote in each election and for any issue brought to the Members for approval***

Lot owners can vote in Hideaway Valley in person, by proxy, via an agent, and by mail-in ballot at a Members Meeting. You must be a voting Member or a Member's agent to vote at Hideaway Valley Member's meetings. Our Articles of Incorporation ensure that every Member has the right to vote at any election and on any ballot measure. Because this is listed in the Articles of Incorporation, no Board can take away your right to vote.

Hideaway Valley does encourage attendance at meetings. However, since 83% of Members are absentee owners, attending meetings on a regular basis is highly impractical for most owners. All measures, other than procedural at meetings, must be put on ballots with adequate information so you can make an informed decision. These ballots must, by law, be sent 15 days before they will be counted.

The Association also allows Members to vote by Proxy or by Agent. A proxy is valid for only one meeting while appointing an Agent remains in effect until you revoke it. Proxy and agent forms are available in the Appendix. It is your responsibility to see to it that the Association *and* your Proxy or Agent have copies of these signed forms before any election or other voting measure takes place. See the By-laws, Section 2.7: *Voting Rights and Voting at Meetings of the Members*, for a complete explanation of your voting rights.

### ***Property owners have the right to run for Trustee***

Any Member may run for Trustee. However unlike your right to vote, you do not have a right to be a Trustee if you are behind on your assessments. In fact, you must stay current at all times of your service. It is a position of trust--thus "Trustee" is the word used for those who serve our Association. Becoming a Trustee is sometimes a thankless job, it is uncompensated, and you can become a target of anger for those not happy with the Board's policies. However, it can also be rewarding in that you get to see the larger picture and "walk a mile in their shoes."

All Members should consider taking their turn at managing the business of the Association as a Trustee. This way lot owners can become familiar with the difficulties and practicalities of issues facing a volunteer Board. It's an enormous responsibility to govern a community--one that looks decidedly different once you're in charge.

In order to be on the Board, one must declare themselves as a candidate before the deadline to be on the ballot as determined by the Board. Trustees cannot be nominated from the floor during the Annual Meeting when elections take place because it would disenfranchise those voting by mail-in ballot. All the information about candidates must be included with the ballot so voters can make an informed vote or the ballots become void.

Please refer to the By-laws for additional information on the responsibilities, eligibility, and the role of Officers and Trustees.

### ***Property owners have the right to file petitions and ask for redress***

There are several ways to petition the Board with grievances and/or issues or projects you want addressed. You may have a project you want them to consider or be annoyed at your neighbors dogs running wild. For these types of things you may request to be on the agenda of a Board Meeting. What if the issue is one that you want addressed at a Members Meeting? Say you are concerned with controlling your weeds and you want feedback and consideration by the other lot owners. In this case you would request to be on the agenda of the next Member's Meeting before notice goes out to announce the meeting.

Your issue may be more serious. What if you feel strongly about something and want the Members to vote on it but don't want to wait for a Quarterly Meeting? In this case, a special meeting should be called. You request a special meeting to discuss a major issue that will obligate Members long term, propose an amendment to the articles of incorporation, bylaws, or budget, or remove a director. Special meetings of the Association may be called by the president or a majority of the Board of directors. But did you know that you can also call a special meeting?

To call a meeting or force a vote of the membership, you need to write a petition, or written request and follow By-law's Section 2.4: Special Meetings of the Members. You only need 10% of the Members' signatures which means with 453 lots, subtracting one that is owned by the Association, you need 46 signatures. According to our By-laws and State Code (§16-6a-702), the Board must comply.

Calling a special meeting costs the Association time, money, and energy and often creates ill will between neighbors. Asking people to sign petitions should not be taken lightly. However, if you feel strongly enough, you have the right to formal redress.

The Community Association Act also provides for redress under certain circumstances. (§57-8a-208-4)

***Property owners have the right to be subject to the same rules and benefits as everyone else***

Favoritism is not allowed in Hideaway Valley. All Members under the same circumstances have the right to be dealt with fairly and equally. The By-laws clearly prohibit discounts or preferential treatment in collections of monies owed. (By-Laws. Section 5.4: Management of Member Accounts)

Other forms of discrimination are covered in the Americans with Disabilities act, Fair housing Laws, and Senior laws. If you feel you are being treated unfairly, go to the Board and discuss it.

## Frequently Asked Questions

### Can I get in and out in the winter?

Although our Protective Covenants do not guarantee snow removal, Hideaway Valley has been providing limited snow removal for years. The Association is not obligated to provide *any* snow removal and the county does not provide it except to our entrance. At this time, snow removal is provided for many of the lower roads including the bus loop. However, new owners should know that our covenants say lot access is provided to all lots, "weather permitting" and the existing limited snow removal is dependent on Members approving it as a line item on each year's budget.

### What is required for a building permit?

To obtain a building permit follow these steps:

1. Make sure you own water rights. Obtain a copy of your water rights approval and a well driller's report. You get approval through the State of Utah. Well Permits are issued through the [Utah Division of Water Rights](http://nrwrt1.nr.state.ut.us/contact.asp) <http://nrwrt1.nr.state.ut.us/contact.asp>
  2. Get a percolation test to make sure your land will support a septic system and obtain a copy of your Septic Tank Permit.
  3. If you will be off the grid with an alternative power source, you need a Conditional Use Permit and it will require a hearing in front of the County Commissioners for approval.
  4. Complete your Wildland Fire Mitigation Plan. (application in the appendix) It costs \$1000. \$500 of which may be refundable if you meet all the requirements. Your plan must include a large holding tank of water for the fire department to use in case of fire. Guidelines can be obtained from Kent Higgins, Sanpete County Fire Chief (435 9796953). Once the plan is reviewed and found acceptable, you will receive an approved set via US mail.
  5. After you confirm your water rights, confirm that your land will support a septic system, have filled out any conditional use permits, and have obtained approval for the Fire Mitigation Plan, go to the Planning and Zoning office in Manti and obtain a building permit application. A check list for your subdivision permit is included in the Appendix.
  6. *Before you turn in your Building Plan and application* to the county, you must fill out the "Hideaway Valley Property Owners Association Application for House Plans Approval." You may use copies of your County *Building Plan* to accompany your Hideaway House Plans Approval Application. Submit two copies to the Board of Trustees in Hideaway Valley with a \$300 road damage deposit. (After construction of your home, if the road is left in substantially the same condition or better as when you began building, your \$300 road deposit will be returned. Be sure to take photos and document the condition of your road before and after construction.)
- Submit your application to the Secretary (or other officer) and it will be reviewed at the following Board Meeting. If your home follows the setbacks and other guidelines in the governing documents, you will receive an official stamp and get an officer's signature for approval. The county will not issue you a building permit before you approval from your subdivision.
7. Take all the approvals, your building plans (checklist is in the appendix) and application (found here <http://sanpete.com/pages/inspector>) to Planning and Zoning in Sanpete with a \$200 application fee for final approval.

Sanpete County Planning and Zoning Contact Information:

Address: 160 N. Main Manti, UT 84642      Phone: 435-835-2113      Fax: 435-835-2114  
Planning/Zoning Administrator: Lee Holmstead      Building Administrator: Tracey Christensen



Zoning Office Hours: T, W, TH 8:00 – 4:30  
Email: holmstader@sanpetecounty-ut.gov

Building Office Hours: M – TH 7:00 – 6:00  
Email: scinspec@mail.manti.com

### **Do I automatically get a water right when I buy land in Hideaway Valley?**

No. Even though the Covenants describe buying land in Hideaway Valley as coming with a water right, that was only for the first time buyer. Water rights are considered real property in Utah and owners often let the water right lapse or sell it to another. If you do not have a water right specified in your deed or own a separate deed for water, you may not be entitled to a water right. If you do not have a water right, you will have to buy one before you can build in Hideaway. More information is available at [Utah's Water Division website:](http://nrwr1.nr.state.ut.us/wrinfo/default.asp)  
<http://nrwr1.nr.state.ut.us/wrinfo/default.asp>

Even if you buy a parcel from someone who has a water right--you must get it conveyed into your name after buying the property. If you don't understand the water laws, call 801 578 8820 and talk to Brad Dobson about getting your water conveyed to your name--its very important!

However, if you just want to use the land for recreation or animals, you may harvest rainwater. Rainwater harvesting is now legal in the state of Utah, starting May 11, 2010. Land owners may use rainwater for recreational use or any beneficial purpose without obtaining a water right but must register with the [Division of Water Rights](http://waterrights.utah.gov/forms/rainwater.asp). There is no charge for registration. <http://waterrights.utah.gov/forms/rainwater.asp>

### **Where do I get Power?**

If you are building close to another house that already has power, you may be able to go through the [Rocky Mountain Power](#) (Customer Service (888) 221-7070). Many owners find, however that to bring power to a lot is cost prohibitive. In that case, they may go with an alternative source of power, such as wind, solar, or a generator. Using an alternative source of power for a home requires a Conditional Use Permit from Sanpete County.

### **Does Hideaway Valley have fire protection?**

North Sanpete County which includes Hideaway Valley, has recently built a new fire station for their volunteer fire department. The area now has one of the best fire departments in the county. The Indianola Fire Department building is on Snail Hollow Drive just off Hwy 89 as one turns into Hideaway Valley. The fire Warden for Sanpete is Thomas Peterson (435-835-2117 or 435-668-2068 cell) but the man in charge of our immediate area is Sanpete County Fire Chief: Kent Higgins. Phone: 435-979-6953 Email: [wildland@sanpete.com](mailto:wildland@sanpete.com)

### **What about trash disposal?**

Trash is not provided by the Association and each owner is responsible for their own household waste. Like snow removal, refuse disposal is not guaranteed in the Protective Covenants. Trash removal must be voted in by the membership to be included in the budget. However, members may form a co-op and handle trash as a collective. There are also private companies that will pick up cans: 210 West Main Street, Mount Pleasant, UT 84647-1330, (435) 462-3173

Clean-up dumpsters are provided in the spring and fall. For slash and other waste there is the White Hills Landfill just North of Ephraim on Hwy 89.

Hours of Operation: Monday – Saturday, 10:00 AM to 6:00 PM

Winter Months (Nov. 1 – Mar.31): 10:00 AM to 5:30 PM or Dusk

Closed Sundays and Holidays

Car tires \$2.00 each, construction and demolition \$18.00 per ton. Checks only, no cash or credit

Liquids and hazardous materials are prohibited.

White Hills Cell Number during hours of operation: 435-851-0078

Recreational users should pack out what they bring in as is the standard for any camping or recreational use of Utah lands.

### **Can I burn my trash in a burn barrel in Hideaway Valley?**

The only owners in Utah that can burn household waste is a rural area where no licensed disposal service is available. Since North Sanpete Disposal will pick up individual cans and since there are a number of trash

companies that will provide dumpsters for those who want them, we are not allowed to burn household waste in Hideaway Valley. (Administrative Code on Burning, R307-202-3)

However, you can burn slash (grass clippings, brush, leaves, tree branches, and prunings) with approval from Kent Higgins, Sanpete County Fire Chief. 435 9796953 (Administrative Code on Burning, R307-202-5)

You may use outdoor grills and fireplaces, campfires and fires used solely for recreational purposes where such fires are under control of a responsible person, and you may use indoor fireplaces.(Administrative Code on Burning, R307-202-4)

### **Can I hunt in Hideaway Valley?**

There is absolutely no hunting within Hideaway Valley because there are too many residences. However hunting is permitted in many areas of Sanpete County. For information you can read about it on the [Sanpete County website](#):

The Manti-LaSal National Forest in Central Utah is known for great wildlife and hunting. From the steep pine canyons and open high country basins to the juniper/sage lowlands, Sanpete caters to all types of hunting. Home to great elk, mule deer, bear, mountain lion, turkey and many other bird species, Sanpete has something for everyone. Additional information about hunting in Sanpete can be obtained from the [county website](http://sanpete.com/pages/hunt): <http://sanpete.com/pages/hunt>

### **Can we use our ATVs in Hideaway Valley?**

Historically Hideaway Valley was developed for recreational use and small ranches. Many families use ATVs, snowmobiles, 4-wheelers, and dirt bikes for recreation. There are no rules against using recreational vehicles in Hideaway Valley. *Use common sense* or Members may vote in rules to control what they consider to be a nuisance. The only solution to prevent constricting rules and regulations is for all of us, our families and guests to be courteous. Don't fire up ATVs too early in the morning or use late at night. Don't tease or harass other's animals with your ATVs. Don't go off the right of ways or damage the property of your neighbors. A little consideration and common sense will go a long way to keeping neighbors happy and rules at a minimum. The difference between having a free and happy community or an over-regulated one is up to you: your choices and personal responsibility.

### **Do I have any say in how our assessments are spent?**

One of the most important items we vote on is the annual budget. Your Trustees forecast expenses for the coming budget cycle based on previous expenditures or on planned development.

As of this printing (January 2011) the majority of land owners do not occupy or even visit their land. The assessments were \$168 for each lot in the 2010/2011 budget year; cheaper than a night in a good hotel in a major metropolitan area. Its a small price to pay to have this subdivision managed--but that doesn't mean you are out of the loop. You still have decisions to make. Since the main responsibility of the Association is the roads, 50% or more of each annual budget should be spent on roads. Other expenses should be carefully considered so as to keep costs down. It is your job to double check these things when the Board sends out the annual proposed budget.

Should expenses escalate and you notice unwarranted expenditures or line items which are disproportionate to common sense; you can come to the March Board Meeting and discuss your concerns. If you still disagree then you can vote *NO*. If a budget *does not pass*, it reverts to the previous year.

Trustees should base the budget on past (reasonable) expenditures with a little cushion built in for unexpected expenses. Trustees should not decide on an assessment and make the numbers justify it. They must approximate what the Association expenses will be and then base the assessments on *that* number.

Your ultimate say in the budget is your vote for or against it.

### **What is a Reserve Fund and do we have an adequate one?**

Planned Development communities generally have two basic funds:

*Operating Fund.* The operating fund is used for general operations of the association. The membership's

assessments are deposited into this fund and operational expenses are paid from this fund.

*Reserve Fund.* The reserve fund is for those monies designated for long-term repairs, projects and replacements and must be held in a separate account and funded and spent separately.

A "reserve fund" is both an IRS and legal term and Association Members often confuse it with a "contingency" or an "emergency" account. As a non profit, we are not allowed to accumulate money except under very strict terms. Since our roads are serviced every year and any Pavilion repairs can easily be handled in the annual budget, a reserve fund is not necessary for Hideaway. If, however, Members *voted* to build something, say storage units, in the future, then a reserve fund could be initiated to set money aside for that purpose if it could not be paid for from the annual budget or by special assessment. Our contingency fund is between \$10,000 to \$15,000 at any given time.

## **APPENDIX**

The following sections contain documents of importance to Hideaway Valley Property Owners that you may want to refer to or use in relation to this Handbook. The page numbers are not sequential but freestanding with each document so that you can copy the material or print the forms and applications without page numbers appearing.

The following documents will be found in the appendix in this order.

### Appendix One: Governing Documents

- Hideaway Valley Declaration of Protective Covenants Plat "A"
- Hideaway Valley Declaration of Protective Covenants Plat "B"
- Hideaway Valley Declaration of Protective Covenants Plat "C,D,&E"
- Articles of Incorporation
- By-laws of HVPOA
- Resolutions from the Board

### Appendix Two: Association Business Templates and Forms

For Members:

- Proxy
- Agent Form
- Sample Ballot
- Talley Sheet for Ballot Measure
- Talley Sheet for Election of Trustees

For Trustees:

- Agenda Template for Board Meeting
- Agenda Template for Member Meeting
- Action Without A Meeting
- How to take Minutes
- Newsletter and Mailer Guidelines
- Simplified Parliamentary Procedure
- Recording Payments and Making Deposits

### Appendix Three: Building Applications and Forms

- Hideaway Valley Property Owners Association Application for House Plans Approval
- Wildland Permit
- Sanpete County Building Plans Checklist
- Sanpete County Building Subdivision Checklist
- Google Map



**Appendix One: Governing Documents**

Hideaway Valley Declaration of Protective Covenants Plat "A"  
Hideaway Valley Declaration of Protective Covenants Plat "B"  
Hideaway Valley Declaration of Protective Covenants Plat "C,D,&E"  
Articles of Incorporation  
By-laws of HVPOA  
Resolutions from the Board



## **Hideaway Valley Declaration of Protective Covenants Plat "A"**

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plat A" and to be recorded in the Sanpete County Recorder's Office. Grantor hereby makes and declares the following qualifications, limitations, restrictions, and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plat A".

I. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

### II. NATURE AND INCIDENTS OF LOT OWNERSHIP

2.1 The development known as Hideaway Valley, Plat A, is a division of land into lots of approximately five (5) to twenty (20) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owed in the State of Utah, including without limitations, joint tenancy, or tenancy in common.

2.2 Easement for Access to Lot: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant of the Association provides a suitable easement at any time in the future, each Owners, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "Mortgage" herein shall include trust deeds. The term "mortgagee" shall include the grantee, trustee or other holder of the trust deed.

2.3 Easements of Access for Repair, Maintenance and Emergencies: Owners of the other lots shall have the irrevocable right of Easements and access for repair, maintenance and emergencies. This right is to be exercised by the Association of its agents.

### III. MECHANIC'S LIEN RIGHTS

3.1 Mechanic's liens: No labor performed or material furnished for use in connection with any lot with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the lot of any other Owner not expressly consenting to or requesting the same.

### IV. THE ASSOCIATION

4.1 Membership: Every owner shall be entitled and required to be a member of the Hideaway Valley Property Owners Association, Inc. a non-profit corporation herein after named the "Association". If title to a lot is held by more than one person, the membership related to that lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the lot is held. An Owner shall be entitled to one membership for each lot owned by him. Each such membership shall be appurtenant to the lot upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity other than an Owner may be a member of the Association and, a membership in the Association may not be transferred except in connection with the transfer of a lot; provided, however, that the right of membership may be assigned to a mortgagee as further security for a load secured by a lien on a lot.



4.2 Amplification: The provisions of this Article are to be modified by the Articles of Incorporation of the Association and by the by-laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

#### V. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 Miscellaneous Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each lot.

5.2 Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take legal action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

5.3 Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

5.4. Road Maintenance: From and after the recording of the plat designating rights of way and easements for roads and utilities, the Association shall have the responsibility to maintain the roads and accesses so as to provide access—weather permitting—to each individual lot and to any and all common areas or utilities.

#### VI. ASSESSMENTS

6.1 Agreement to Pay Assessment: Declarant, for each lot owned by it within the project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in the Declaration, and fixed, established and collected from time to time in the manner provided in this Article.

6.2 Amount of Total Annual Assessments: The total annual assessment against all lots shall be based upon advance estimates of cash requirement by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the roads which estimates may include, among other things, expenses or management, taxes and special assessments until the lots are separately assessed as provided herein, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, trash collection, repairs and maintenance, wages for Association employees, legal and accounting fees, and any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus and/or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of the Declaration.

6.3 Apportionment of Annual Assessments: Expenses attributable to the roads and to the Project as a whole shall be apportioned among all Owners in proportion to their respective interests.

6.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessments shall be made on a May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before March 1 of each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before January 1, April 1, July 1 and October 1 next succeeding the date of assessment; provided, however, that the

first annual assessments shall be for the balance of the fiscal year remaining after the date thereof as the date of commencement of the project. Each annual assessment shall bear interest at the maximum lawful interest rate from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any lot for such assessment, but the date when payment shall become due in such case shall be referred to a date thirty days after such notice shall have been given, but not sooner than May 1 of the fiscal year to which such assessment relates.

6.5 Lien for Assessments: All sums assessed to the Owner of lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such lot in favor of the Association.

6.6 Personal Obligation of Owner: The amount of any annual or special assessment against any lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

#### VII. PROVISIONS APPLICABLE FOR ALL PROPERTY

7.1 The Covenants Committee: The Covenants Committee shall consist initially of three (3) individuals. This may be expanded to five (5). The initial three Members shall be designated by the developers of Hideaway Valley, and shall serve until such time as the developers deem appropriate. At such time, designation of the committee Members will be turned over to the Association.

7.2 Maintenance of the Project: All of the Project shall be kept and maintained by the owners thereof in clean, safe and attractive condition, in good repair, and in all other respects in accordance with the provisions of this Declaration at the Owner's sole cost and expense.

7.3 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any of the Project nor shall anything be done or placed on the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

7.4 No Hazardous Activities: No activities shall be conducted nor improvements constructed, upon the Project which are or might be unsafe or hazardous to any person or to the property.

7.5 No Unsightliness: No unsightliness shall be permitted upon any of the Project. No lumber, grass, shrubs, or tree clippings, waste, metals, bulk materials, refuse, garbage and trash shall be kept, stored, or allowed to accumulate on the property. No vehicles, boats, or equipment shall be constructed, reconstructed, repaired or abandoned on the Project.

7.6 No Annoying Lights, Sounds or Odors: No light shall be emitted from the Project which is unreasonably bright; no sound shall be emitted from the Project which is unreasonably loud or annoying except for security and fire alarm devices used exclusively to protect the Project; no odors shall be emitted from any of the Project which are noxious or offensive to others.

7.7 Restrictions on Animals: There shall be no restrictions on animals except in the event that a majority of the lot Owners should sign a petition registered with the Covenant Committee. Such animal shall be removed from the area at the Owner's expense.

7.8 Restriction on Signs: No sign or advertising devices of any nature shall be erected or maintained on any of the Project, except signs approved by Declarant.

7.9 Rules and Regulations: No Owner shall violate any rules, regulations, or ordinances for the use of said lots adopted from time to time by the Association.

7.10 No Temporary Structures: No tent, shack, or other temporary building or improvement shall be allowed to remain on the Project as a permanent dwelling unless approved by the Covenant Committee.

7.11 Construction: All building exteriors must be completed within 36 months from the commencement of construction.

7.12 Sewage Disposal: The cost of individual sewage disposal systems shall be a Lot Owner's expense for each lot in this tract. The type and construction shall conform to the requirements of Sanpete County and the State of Utah Health Department. No septic tank or drain field shall be closer than 50 feet from any lot boundary line or 100 feet from any culinary well system; nor shall any such system be constructed until the results of a satisfactory percolation test have been submitted to the appropriate health authorities.

7.13 Individual Culinary Well System: All well systems shall be drilled and constructed according the standards and requirements of the State of Utah Health Department. Each lot owners should confer with appropriate authorities on well and sewer systems. All costs incurred in connection with such wells shall be borne by the lot owners. Should a majority of the Association vote to construct a central culinary water distribution system, such system shall comply with the standards and requirements of the Utah State Health Department in all and every aspect. The cost of this system shall be that of the Association members and not the developer.

7.14 Garbage: Garbage must be kept in covered metal containers. Trash, tin cans, paper, etc., must be kept in wire or metal containers. Lot owner is responsible for removal of all garbage, as no service is anticipated, unless provided by the Association.

#### VIII. MISCELLANEOUS

8.1 Compliance with Provisions of Declaration and By-Laws of the Association: Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto and lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action for damages or injunctive relief.

8.2 Registration of Mailing Address: Each Owner shall register his current mailing address with the Association so that all notices or demands may be sent to the Owner by either Registered or Certified Mail.

8.3 Owner's Obligation to Continue: All obligations of the Owner under and by the virtue of this Declaration shall continue, notwithstanding that he may have leased or rented said lot, but the Owner shall have no obligation for expenses or other obligations accruing after the sale or conveyance of said lot.

8.4 The Provisions of this Declaration shall be in addition and supplemented by the laws of the state of Utah and all other provisions of the laws of Sanpete County.

8.5 No Waiver: Failure to enforce any provisions or restrictions or covenants by the Declarant shall not operate as a waiver of any such provisions, restrictions of covenants.

#### IX. OIL AND MINERAL RESERVATIONS

9.1 All oil and mineral rights are reserved by prior owners.

#### X. OTHER

10.1 Mobile homes may be used as temporary residences for a maximum of 5 years from date of lot purchase so long as they are neat, skirted and porched. Such time limitation shall not apply to double-wide mobile homes providing they contain a total floor area of not less than 1000 square feet and are neat, skirted, and porched. The architectural committee will pass on these requirements as created by the Association. Campers may be used on mountain recreation lots.

#### XI. FENCES

11.1 Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this

purpose in the front setback area of a lot in excess of 60" above the adjacent grade.

#### XII. BUILDING SETBACKS

12.1 Front yard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line to the nearest structural projection, including eaves, overhangs, porches or any building or structure. A side yard shall be maintained at least fifteen (15) feet in depth from all side property lines to the building line of any structure.

#### XIII. WATER RIGHTS

13.1 Included with the purchase of a lot in Hideaway Valley, Plat A, is .75 acre foot of water. This water will be from Permit No. 27040 (51-234).

13.2 Water rights as owned by the developer will be conveyed to each lot owner as his lot is paid for. Development thereafter will be the responsibility of the lot owners, and in accordance with state laws as pertaining to the conversion of rights from stock watering to culinary.

13.3 No lot owner shall protest the application of any other lot owner for a permit to drill a water well on such applicant's lot.

#### XIV. ACCESS RIGHTS

14.1 All access rights will be conveyed to the Lot Owners Association. Maintenance of roads within the Project will be the responsibility of the Association. All roads within the Project are for the exclusive rights of the Owners and their guests.

#### XV. SUBDIVISION OF LOTS

15.1 No lot or parcel of land shall be divided into smaller lots or parcels than permitted by Sanpete County Planning and Zoning authorities.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until July 10, 1990, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of majority of the lots in said Subdivision, it is agreed to change said Conditions in whole or in part. Subject to approval of Sanpete County planning and zoning authorities of any changes.

PROVIDED, FURTHER, that if any paragraph, section, clause or phrase of the restrictions, conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained will not be deemed invalid, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null or void.

PROVIDED, FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the line of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner or any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, Backman Abstract & Title Company, as Trustee, has executed this Declaration the day

and year first above written.

FORMEN CORPORATION, Developer of Hideaway Valley, Plat A

By \_\_\_\_\_

J. F. Smith, President

BACKMAN AGSTRACT & TITLE COMPANY as Trustee

By \_\_\_\_\_

Partner

STATE OF UTAH )

) ss.

County of Salt Lake )

On this 2nd day of May 1980, personally appeared before, GARY A. SARGENT , who being by me duly sworn, did say that he is the partner of Backman Abstract & Title Company, a Utah Company, and that the foregoing Declaration was signed on behalf of said Company, and that the said Declaration was signed by authority of a Resolution of its Board of Directors, and that said partner duly acknowledged to me that said Company executed the same and the seal affixed is the seal of said company.

NOTE

**Amendments to 6.4, 7.5, 7.12, 10.1** are included in this document in its entirety. On February 12, 1982 the Backman Title company and Foreman Corporation amended the "Declaration of Protective Covenants for Hideaway Valley for Plat A to:

- conform to the fiscal year of the other two plats in Hideaway Valley. (6.4)
- Allow owners to repair and service their own vehicles (7.5)
- to eliminate the sentence: *Such percolation tests will be made and test results provide at the expense of the developer upon reasonable notice, prior to such constructions.* (7.12)
- and add this sentence: *Such time limitation shall not apply to double-wide mobile homes providing they contain a total floor area of not less than 1000 square feet and are neat, skirted, and porched.* to 10.1

These amendments are recorded in the Sanpete County Clerks office on entry 263528, recorded March 2, 1982, in book 234, page 489-493.

All the plats (A through E) have been amended to read the same on rights and obligations, for the fiscal year, and obligations of the developers.

## Hideaway Valley Declaration of Protective Covenants Plat "B"

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plat B" and to be recorded in the Sanpete County Recorder's Office. Grantor hereby makes and declares the following qualifications, limitations, restrictions, and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plat B".

### I. GENERAL PURPOSES:

These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

### II. NATURE AND INCIDENTS OF LOT OWNERSHIP:

2.1 The development known as Hideaway Valley, Plat B, is a division of land into lots of five (5) to approximately ten (10) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owed in the State of Utah, including without limitations, joint tenancy, or tenancy in common. Lots 8, 35, 92 and 94 may, at the option of the owners thereof, be used for commercial purposes not materially incompatible with the general character of the area without requiring approval by the Covenants Committee. Commercial development of other lots shall be subject to such approval.

2.2 Easement for Access to Lot: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant of the Association provides a suitable easement at any time in the future, each Owners, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage on a lot, agrees for itself and its successors in interest to release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "Mortgage" herein shall include trust deeds. The term "mortgagee" shall include the grantee, trustee or other holder of the trust deed.

2.3 Easements of Access for Repair, Maintenance and Emergencies: Owners of the other lots shall have the irrevocable right of Easements and access for repair, maintenance and emergencies. This right is to be exercised by the Association of its agents.

### III. MECHANIC'S LIEN RIGHTS:

3.1 Mechanic's liens: No labor performed or material furnished for use in connection with any lot with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the lot of any other Owner not expressly consenting to or requesting the same.

### IV. THE ASSOCIATION:

4.1 Membership: Every owner shall be entitled and required to be a member of the Hideaway Valley Property Owners Association, Inc. a non-profit corporation herein after named the "Association". If title to a lot is held by more than one person, the membership related to that lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the lot is held. An Owner shall be entitled to one membership for each lot owned by him. Each such membership shall be appurtenant to the lot

upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity other than an Owner may be a member of the Association and, a membership in the Association may not be transferred except in connection with the transfer of a lot; provided, however, that the right of membership may be assigned to a mortgagee as further security for a loan secured by a lien on a lot.

4.2 Amplification: The provisions of this Article are to be modified by the Articles of Incorporation of the Association and by the by-laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

#### V. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION:

5.1 Miscellaneous Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each lot.

5.2 Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take legal action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

5.3 Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

5.4 Road Maintenance: From and after the recording of the plat designating rights of way and easements for roads and utilities, the Association shall have the responsibility to maintain the roads and accesses so as to provide access—weather permitting—to each individual lot and to any and all common areas or utilities.

#### VI. ASSESSMENTS:

6.1 Agreement to Pay Assessment: Declarant, for each lot owned by it within the project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in the Declaration, and fixed, established and collected from time to time in the manner provided in this Article.

6.2 Amount of Total Annual Assessments: The total annual assessment against all lots shall be based upon advance estimates of cash requirement by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the roads which estimates may include, among other things, expenses or management, taxes and special assessments until the lots are separately assessed as provided herein, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, trash collection, repairs and maintenance, wages for Association employees, legal and accounting fees, and any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of the Declaration.

6.3 Apportionment of Annual Assessments: Expenses attributable to the roads and to the Project as a whole shall be apportioned among all Owners in proportion to their respective interests.

6.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessments shall be made on a May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before March 1, of each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before January 1, April 1, July 1 and October 1 next succeeding the date of assessment; provided, however, that the first annual assessments shall be for the balance of the fiscal year remaining after the date thereof as the date of commencement of the project. Each annual assessment shall bear interest at the maximum lawful interest rate from the date it becomes due and payable of not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any lot for such assessment, but the date when payment shall become due in such case shall be referred to a date thirty days after such notice shall have been given, but not sooner than May 1 of the fiscal year to which such assessment relates.

6.5 Lien for Assessments: All sums assessed to the Owner of lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such lot in favor of the Association.

6.6 Personal Obligation of Owner: The amount of any annual or special assessment against any lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

#### VII. PROVISIONS APPLICABLE FOR ALL PROPERTY:

7.1 The Covenants Committee: The Covenants Committee shall consist initially of three (3) individuals. This may be expanded to five (5). The initial three members shall be designated by the developers of Hideaway Valley, and shall serve until such time as the developers deem appropriate. At such time, designation of the committee members will be turned over to the Association.

7.2 Maintenance of the Project: All of the Project shall be kept and maintained by the owners thereof in clean, safe and attractive condition, in good repair, and in all other respects in accordance with the provisions of this Declaration at the Owner's sole cost and expense.

7.3 Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any of the Project nor shall anything be done or placed on the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

7.4 Hazardous Activities: No activities shall be conducted nor improvements constructed, upon the Project which are or might be unsafe or hazardous to any person or to the property.

7.5 Unsightliness: No unsightliness shall be permitted upon any of the Project. No lumber, grass, shrubs, or tree clippings, waste, metals, bulk materials, refuse, garbage and trash shall be kept, stored, or allowed to accumulate on the property. No vehicles, boats, or equipment shall be constructed, reconstructed, repaired or abandoned on the Project.

7.6 Annoying Lights, Sounds or Odors: No light shall be emitted from the Project which is unreasonably bright. No sound shall be emitted from the Project which is unreasonably loud or annoying except for security and fire alarm devices used exclusively to protect the Project. No odors shall be emitted from any of the Project which are noxious or offensive to others.

7.7 Restrictions on Animals: There shall be no restrictions on animals except in the event that a majority of the lot Owners should sign a petition registered with the Covenant Committee. Such animal shall be removed from the area at the Owner's expense.

7.8 Restriction on Signs: No sign or advertising devices of any nature shall be erected or maintained on any of the Project, except signs approved by Declarant.

7.9 Rules and Regulations: No Owner shall violate any rules, regulations, or ordinances for the use of said lots



adopted from time to time by the Association.

7.10 Temporary Structures: No tent, shack, or other temporary building or improvement shall be allowed to remain on the Project as a permanent dwelling unless approved by the Covenant Committee.

7.11 Construction: All building exteriors must be completed within 36 months from the commencement of construction.

7.12 Sewage Disposal: The cost of individual sewage disposal systems shall be a Lot Owner's expense for each lot in this tract. The type and construction shall conform to the requirements of Sanpete County and the State of Utah Health Department. No septic tank or drain field shall be closer than 50 feet from any lot boundary line or 100 feet from any culinary well system; nor shall any such system be constructed until the results of a satisfactory percolation test have been submitted to the appropriate health authorities.

7.13 Individual Culinary Well System: All well systems shall be drilled and constructed according the standards and requirements of the State of Utah Health Department. Each lot owners should confer with appropriate authorities on well and sewer systems. All costs incurred in connection with such wells shall be borne by the lot owners. Should a majority of the Association vote to construct a central culinary water distribution system, such system shall comply with the standards and requirements of the Utah State Health Department in all respects. The cost of this system shall be borne by the Association members and not by the developer.

7.14 Garbage: Garbage must be kept in appropriate covered containers. Trash, tin cans, paper, etc., must be kept in wire or metal containers. Lot owner is responsible for removal of all garbage, as no service is anticipated, unless provided by the Association.

#### VIII. MISCELLANEOUS:

8.1 Compliance with Provisions of Declaration and By-Laws of the Association: Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto and lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action for damages or injunctive relief.

8.2 Registration of Mailing Address: Each Owner shall register his current mailing address with the Association so that all notices or demands may be sent to the Owner by either Registered or Certified Mail.

8.3 Owner's Obligation to Continue: All obligations of the Owner under and by the virtue of this Declaration shall continue, notwithstanding that he may have leased or rented said lot, but the Owner shall have no obligation for expenses or other obligations accruing after the final sale or conveyance of said lot.

8.4 The Provisions of this Declaration shall be in addition to and supplemented by the laws of the state of Utah and the ordinances of Sanpete County.

8.5 Waiver: Failure to enforce any provisions or restrictions or covenants by the Declarant shall not operate as a waiver of any such provisions, restrictions of covenants.

#### IX. OIL AND MINERAL RESERVATIONS:

9.1 All oil and mineral rights are reserved by prior owners.

#### X. OTHER:

10.1 Mobile homes may be used as temporary residences for a maximum of 5 years from date of lot purchase so long as they are neat, skirted and porched. Such time limitation shall not apply to double-wide mobile homes providing they contain a total floor area of not less than 1000 square feet and are neat, skirted, and porched. The architectural committee will pass on these requirements as created by the Association. Campers may be used on mountain recreation lots.

XI. FENCES:

11.1 Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 60" above the adjacent grade.

XII. BUILDING SETBACKS:

12.1 Front yard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line to the nearest structural projection, including eaves, overhangs, porches or any building or structure. A side yard shall be maintained at least fifteen (15) feet in depth from all side property lines to the building line of any structure.

XIII. WATER RIGHTS:

13.1 Included with the purchase of a lot in Hideaway Valley, Plat B, is .75 acre foot of water.

13.2 Water rights as owned by the developer will be conveyed to each lot owner as his lot is paid for. Development thereafter will be the responsibility of the lot owners, and in accordance with state laws as pertaining to the conversion of rights from stock watering to culinary.

13.3 No lot owner shall protest the application of any other lot owner for a permit to drill a water well on such applicant's lot.

XIV. ACCESS RIGHTS:

14.1 All access rights will be conveyed to the Lot Owners Association. Maintenance of roads within the Project will be the responsibility of the Association. All roads within the Project are for the exclusive use of the Owners and their guests.

XV. SUBDIVISION OF LOTS:

15.1 No lot or parcel of land shall be divided into smaller lots or parcels than permitted by Sanpete County Ordinances.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until August 10, 1990, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Subdivision, it is agreed to change said Conditions in whole or in part, in harmony with existing Sanpete County ordinances and state law.

PROVIDED, FURTHER, that if any paragraph, section, clause or phrase of the restrictions, conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained will not be deemed invalid, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null or void.

PROVIDED, FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and restrictions against any owner or any lot or lots in said subdivision whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, Backman Abstract & Title Company, as Trustee, has executed this Declaration the 15<sup>th</sup> day of July 1980.

FORMEN CORPORATION, Developer of Hideaway Valley, Plat B

By \_\_\_\_\_  
J. F. Smith, President

BACKMAN AGSTRACT & TITLE COMPANY as Trustee

By \_\_\_\_\_  
Partner

(STATE OF UTAH)

ss.

County of Salt Lake )

On this 15th day of July 1980, personally appeared before, GARY A. SARGENT, who being by me duly sworn, did say that he is the partner of Backman Abstract & Title Company, a Utah Company, and that the foregoing Declaration was signed on behalf of said Company, and that the said Declaration was signed by authority of a Resolution of its Board of Directors, and that said partner duly acknowledged to me that said Company executed the same and the seal affixed is the seal of said company.

## **Hideaway Valley Declaration of Protective Covenants Plat "C,D & E"**

THIS declaration is made by Backman Abstract & Title Company, as Trustee, hereafter referred to as Grantor, of the property known as "Hideaway Valley, Plats C, D, & E" and to be recorded in the Sanpete County Recorder's Office. Grantor hereby makes and declares the following qualifications, limitations, restrictions, and covenants running with the land, and binding upon all future owners of any part of such real property described as "Hideaway Valley, Plats C, D, & E."

### I. GENERAL PURPOSES:

These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the Owners of lots in the subdivision.

### II. NATURE AND INCIDENTS OF LOT OWNERSHIP:

2.1 The development known as Hideaway Valley, Plats C, D, & E, is a division of land into lots ranging in size from two (2) acres to thirty-five and three quarters (35.75) acres. There shall be no more residences on any lot than allowed by Sanpete County zoning laws. The title to any lot may be held and owned in any manner to which title to any real property may be held or owned in the State of Utah, including without limitations, joint tenancy, or tenancy in common. Lot 213 may, at the option of the owner thereof, be used for commercial purposes not materially incompatible with the general character of the area without requiring approval by the Covenants Committee. Commercial or industrial development of other lots shall be subject to such approval.

2.2 Easement for Access to Lots: Each lot shall have access to a road by an access easement shown on the recorded survey plat. Such easement will be a total of 60 feet, 30 feet from each lot. In the event Declarant of the Association provides a suitable easement at any time in the future, each Owners, by acceptance of a conveyance of a lot, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each mortgagee, by acceptance of a mortgage on a lot, agrees for itself and its successors in interest to release the original easement or easements from such mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the mortgage, provided that the mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements. The term "mortgagee" shall include trust deeds. The term "Mortgage" shall include the grantee, trustee or other holder of the trust deed.

2.3 Easements of Access for Repair, Maintenance and Emergencies: Owners of the other lots shall have the irrevocable right of Easements and access for repair, maintenance and emergencies. This right is to be exercised by the Association or its agents.

### III. MECHANIC'S LIEN RIGHTS:

3.1 Mechanic's Liens: No labor performed or material furnished for use in connection with any lot with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the lot of any other Owner not expressly consenting to or requesting the same.

### IV. THE ASSOCIATION:

4.1 Membership: Every owner shall be entitled and required to be a member of the Hideaway Valley Property Owners Association, Inc. a non-profit corporation, hereinafter named the "Association". If title to a lot is held by more than one person, the membership related to that lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the lot is held. An Owner shall be entitled to one membership for each lot owned by him. Each such membership shall be appurtenant to the lot

upon which it is based and shall be transferred automatically by conveyance of that lot. No person or entity other than an Owner may be a member of the Association and, a membership in the Association may not be transferred except in connection with the transfer of a lot; provided, however, that the right of membership may be assigned to a mortgagee as further security for a loan secured by a lien on a lot.

4.2 Amplification: The provisions of this Article are to be modified by the Articles of Incorporation of the Association and by the by-laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

#### V. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION:

5.1 Miscellaneous Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each lot.

5.2 Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take legal action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

5.3 Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

5.4 Road Maintenance: From and after the recording of the plat designating rights of way and easements for roads and utilities, the Association shall have the responsibility to maintain the roads and accesses so as to provide access—weather permitting—to each individual lot and to any and all common areas or utilities.

#### VI. ASSESSMENTS:

6.1 Agreement to Pay Assessment: Declarant, for each lot owned by it within the project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in the Declaration, and fixed, established and collected from time to time in the manner provided in this Article.

6.2 Amount of Total Annual Assessments: The total annual assessment against all lots shall be based upon advance estimates of cash requirement by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the roads which estimates may include, among other things, expenses or management, taxes and special assessments until the lots are separately assessed as provided herein, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, trash collection, repairs and maintenance, wages for Association employees, legal and accounting fees, and any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of the Declaration.

6.3 Apportionment of Annual Assessments: Expenses attributable to the roads and to the Project as a whole shall be apportioned among all Owners in proportion to their respective interests.

6.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessments shall be made on a May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his lot on or before March 1 of each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before January 1, April 1, July 1 and October 1 next succeeding the date of assessment; provided, however, that the first annual assessments shall be for the balance of the fiscal year remaining after the date thereof as the date of commencement of the project. Each annual assessment shall bear interest at the maximum lawful interest rate from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any lot for such assessment, but the date when payment shall become due in such case shall be referred to a date thirty days after such notice shall have been given, but not sooner than May 1 of the fiscal year to which such assessment relates.

6.5 Lien for Assessments: All sums assessed to the Owner of lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such lot in favor of the Association.

6.6 Personal Obligation of Owner: The amount of any annual or special assessment against any lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

#### VII. PROVISIONS APPLICABLE FOR ALL PROPERTY:

7.1 The Covenants Committee: The Covenants Committee shall consist initially of three (3) individuals. This may be expanded to five (5). The initial three members shall be designated by the developers of Hideaway Valley, and shall serve until such time as the developers deem appropriate. At such time, designation of the committee members will be turned over to the Association.

7.2 Maintenance of the Project: All of the Project shall be kept and maintained by the owners thereof in clean, safe and attractive condition, in good repair, and in all other respects in accordance with the provisions of this Declaration at the Owner's sole cost and expense.

7.3 Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any of the Project nor shall anything be done or placed on the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

7.4 Hazardous Activities: No activities shall be conducted nor improvements constructed, upon the Project which are or might be unsafe or hazardous to any person or to the property.

7.5 Unsightliness: No unsightliness shall be permitted upon any of the Project. No lumber, grass, shrubs, or tree clippings, waste, metals, bulk materials, refuse, garbage and trash shall be kept, stored, or allowed to accumulate on the property. No vehicles, boats, or equipment shall be constructed, reconstructed, repaired or abandoned on the Project except for the normal repair and servicing of lot owners own vehicles.

7.6 Annoying Lights, Sounds or Odors: No light shall be emitted from the Project which is unreasonably bright. No sound shall be emitted from the Project which is unreasonably loud or annoying except for security and fire alarm devices used exclusively to protect the Project. No odors shall be emitted from any of the Project which are noxious or offensive to others.

7.7 Restrictions on Animals: There shall be no restrictions on animals except in the event that a majority of the lot Owners should sign a petition registered with the Covenant Committee. Such animal shall be removed from the area at the Owner's expense.

7.8 Restriction on Signs: No sign or advertising devices of any nature shall be erected or maintained on any of the Project, except signs approved by Covenants Committee.

7.9 Rules and Regulations: No Owner shall violate any rules, regulations, or ordinances for the use of said lots

adopted from time to time by the Association.

7.10 Temporary Structures: No tent, shack, or other temporary building or improvement shall be allowed to remain on the Project as a permanent dwelling unless approved by the Covenant Committee.

7.11 Construction: All building exteriors must be completed within 36 months from the commencement of construction.

7.12 Sewage Disposal: The cost of individual sewage disposal systems shall be a Lot Owner's expense for each lot in this tract. The type and construction shall conform to the requirements of Sanpete County and the State of Utah Health Department. No septic tank or drain field shall be closer than 50 feet from any lot boundary line or 100 feet from any culinary well system; nor shall any such system be constructed until the results of a satisfactory percolation test have been submitted to the appropriate health authorities.

7.13 Individual Culinary Well System: All well systems shall be drilled and constructed according the standards and requirements of the State of Utah Health Department. Each lot owners should confer with appropriate authorities on well and sewer systems. All costs incurred in connection with such wells shall be borne by the lot owners. Should a majority of the Association vote to construct a central culinary water distribution system, such system shall comply with the standards and requirements of the Utah State Health Department in all respects. The cost of this system shall be borne by the Association members and not by the developer.

7.14 Garbage: Garbage must be kept in appropriate covered containers. Trash, tin cans, paper, etc., must be kept in wire or metal containers. Lot owner is responsible for removal of all garbage, as no service is anticipated, unless provided by the Association.

#### VIII. MISCELLANEOUS:

8.1 Compliance: Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto and lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action for damages or injunctive relief.

8.2 Registration of Mailing Address: Each Owner shall register his current mailing address with the Association so that all notices or demands may be sent to the Owner by either Registered or Certified Mail.

8.3 Owner's Obligation to Continue: All obligations of the Owner under and by the virtue of this Declaration shall continue, notwithstanding that he may have leased or rented said lot, but the Owner shall have no obligation for expenses or other obligations accruing after the final sale or conveyance of said lot.

8.4 The Provisions of this Declaration shall be in addition to and supplemented by the laws of the state of Utah and the ordinances of Sanpete County.

8.5 Waiver: Failure to enforce any provisions or restrictions or covenants by the Declarant shall not operate as a waiver of any such provisions, restrictions of covenants.

#### IX. OIL AND MINERAL RESERVATIONS:

9.1 All oil and mineral rights are reserved by prior owners.

#### X. OTHER:

10.1 Mobile homes may be used as temporary residences for a maximum of 5 years from date of lot purchase so long as they are neat, skirted and porched. Such time limitation shall not apply to double-wide mobile homes providing they contain a total floor area of not less than 1000 square feet and are neat, skirted, and porched. The architectural committee will pass on these requirements as created by the Association. Campers may be used on mountain recreation lots.

XI. FENCES:

11.1 Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 60" above the adjacent grade.

XII. BUILDING SETBACKS:

12.1 Front yard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line to the nearest structural projection, including eaves, overhangs, porches or any building or structure. A side yard shall be maintained at least fifteen (15) feet in depth from all side property lines to the building line of any structure.

XIII. WATER RIGHTS:

13.1 Each lot owner shall have the right to rent from the developer .75 acre foot of water for each lot owned. The rental on each such .75 acre foot, hereinafter referred to as "share," shall be \$15.00 per month and may, at owner's option, be paid annually in advance. The rental may be increased from time to time upon 90 days written notice to lot owner at his address registered with the Hideaway Valley Property Owners Association.

13.2 In the event developer sells any such water rights to lot owners, such rights will be conveyed to such owner when fully paid for, either as part of the purchase price of his lot or separately.

13.3 Development shall be the responsibility of lot owners and shall conform to state laws pertaining to conversion of rights from irrigation or stock-watering to culinary.

13.3 No lot owner shall protest the application of any other lot owner for a permit to drill a water well on such applicant's lot.

XIV. ACCESS RIGHTS:

14.1 All access rights will be conveyed to the Lot Owners Association. Maintenance of roads within the Project will be the responsibility of the Association. All roads within the Project are for the exclusive use of the Owners and their guests.

XV. SUBDIVISION OF LOTS:

15.1 No lot of parcel of land shall be divided into smaller lots or parcels than permitted by Sanpete County Ordinances.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until October 10, 1995, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Subdivision, it is agreed to change said Conditions in whole or in part, in harmony with existing Sanpete County Ordinances and state law.

PROVIDED, FURTHER, that if any paragraph, section, clause or phrase of the restrictions, conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction or be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained will not be deemed invalid, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null or void.

PROVIDED, FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful of any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and



either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner or any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, Backman Abstract & Title Company, as Trustee, has executed this Declaration this 28<sup>th</sup> day of October, 1980.

FORMEN CORPORATION, Developer of Hideaway Valley, Plats C, D, & E

By \_\_\_\_\_

J. F. Smith, President

BACKMAN TITLE COMPANY, formerly known as BACKMAN AGSTRACT & TITLE COMPANY as Trustee

By \_\_\_\_\_

Gary A. Sargent, Vice President

(STATE OF UTAH )

ss.

(County of Salt Lake )

On this 28th day of October, 1980, personally appeared before, GARY A. SARGENT, who being by me duly sworn, did say that he is the Vice President of Backman Title Company, a Utah corporation, and that the foregoing Declaration was signed on behalf of said corporation, and that the said Declaration was signed by authority of a Resolution of its Board of Directors, and that said GARY A. SARGENT duly acknowledged to me that said corporation executed the same and the seal affixed is the seal of said corporation.

## **Amended and Restated Articles of Incorporation**

### **HIDEAWAY VALLEY PROPERTY OWNERS ASSOCIATION, INC.**

September 27, 2008

#### **A Utah Non-Profit corporation**

(Pursuant to the Provisions U.C.A. Section 16-6a-202)

We the undersigned officers of the Hideaway Valley Property Owners Association all being of the age of eighteen years or more certify that the following Amended Articles of Incorporation were approved by a majority vote of the Trustees and Association members present in person or by proxy at a duly and properly noticed meeting of the trustees and association members on September 27, 2008 which vote was sufficient for approval by the members. These articles were prepared in accord with the provisions of the Revised Utah Non-Profit Corporation Act (U.C.A. § 16-6a-101 et seq) and Community association Act (U.C.A. §57-8a-101 et seq)

#### **ARTICLE I: NAME**

The name of the Corporation is HIDEAWAY VALLEY PROPERTY OWNERS ASSOCIATION, INC.

#### **ARTICLE II: DURATION**

The corporation shall continue in existence perpetually unless dissolved according to law.

#### **ARTICLE III: PURPOSES**

The purposes for which the corporation is organized are:

- a) To engage in the business of property management and to act as an agent for its members in acquiring, holding, improving, and otherwise dealing with and in respect of real property and real property improvements;
- b) To engage in such other business activities and pursuits as may be reasonably related to the foregoing, and
- c) To provide the other services and perform the other functions set forth in the Declarations-of Protective Covenants, as may become desirable or necessary for the benefit of the members and lawfully approved by the Association members, including the enforcement of covenants, conditions, and restrictions set forth in the Declarations of Protective Covenants.

#### **ARTICLE IV: MEMBERSHIP**

The corporation shall have members consisting of persons owning one (1) or more of the lots (hereinafter designated the "lots") contained within Hideaway Valley Subdivisions (Plat A Lots 1-58 with tax serial numbers 40001-40058, Plat B Lots 1-97 with tax serial numbers 40059-40155, Plat C Lots 201-377 with tax serial numbers 40156-40332, Plat D lots 378-462, with tax serial numbers 40333-40417 and Plat E Lots 463-496 with tax serial numbers 40418-40451 BEG N17°45'29"W 397.45 FT & S64°23'21"W 150.55 FT SE COR Lot 202, Plat C HIDEAWAY VALLEY; S64°23'21"W 320FT, S85°07'33"W 326.12FT, N48°21'38"W 270 FT, S89°03'38"E815.39FT to BEG Cont 2.07 AC BEING IN LOT 201, PLAT C with a tax serial number of 40156X and Plat D 421-A with a tax serial number of 40376X as recorded in the office of the Sanpete County Recorder), Sanpete County, State of Utah (hereinafter designated "Association")

The Association shall have one (1) class of membership. There shall be one membership in the corporation

appurtenant to each lot, which membership shall pass automatically to the owner of that lot upon conveyance of title.

On all matters presented to a vote of the members, the holder of each membership shall have one (1) vote per lot.

The Corporation shall not issue shares of stock as evidence of membership.

#### **ARTICLE V: AMENDMENTS**

These Articles of Incorporation may be amended or replaced from time to time, as permitted by law, by the affirmative vote of a majority of the Members of the Association represented at a duly noticed meeting.

In the event that the Association's corporate status should lapse through negligence, the Board of Trustees may re-file the articles with the State of Utah, provided they do so without revision other than such minor revisions that may be required to facilitate the filing process, itself, or to comply with the then current law.

#### **ARTICLE VI: TRUSTEES**

The corporation shall have a Board of Trustees, which shall consist of five (5), seven (7), or nine (9) trustees, and maintained as an uneven number of trustees. The term of a trustee shall be two years or less, and terms shall be staggered.

The names and addresses of the persons who are to serve as trustees until the next Annual Meeting of Members and until their successors are duly elected and qualified, are:

Roy Walker,  
HC 13 Box 30033  
Fairview, UT 84629  
Term expires June 2010

Clifford Johnson,  
150 North 200 east  
Ephraim, UT 84627  
Term expires June 2010

Jim Taufer,  
HC 13 Box 30049  
Fairview, UT 84629  
Term expires June 2010

Dustin McKinney,  
8545 South Redwood Rd, Suite A  
West Jordan, UT 84088  
Term expires June 2009

Kristin Hatch,  
51 W Center Street, #171  
Orem, UT 84057  
Term expires June 2009

**ARTICLE VII:  
PRINCIPAL OFFICE AND REGISTERED AGENT**

The principal business address of the Corporation, is:

HC 13 Box 300-01,  
Fairview, Utah 84629.

Which address may be changed at any time by the Board of Trustees without amendment to these Articles of Incorporation.

The registered agent for the Corporation is:

Royal Walker  
HC 13 Box 30033  
Fairview, UT 84629

Acceptance of Appointment

I, Royal Walker, hereby accept the appointment as the registered agent for  
HIDEAWAY VALLEY PROPERTY OWNERS ASSOCIATION, Inc.

\_\_\_\_\_ (signature and date)

The Secretary of State is authorized to accept service of process the event that the Registered Agent cannot be located.

**ARTICLE VIII:  
BY-LAWS**

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the By-Laws.

**ARTICLE IX:  
DISTRIBUTIONS**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

**ARTICLE X:  
DISSOLUTION**

The holder of each membership shall be entitled to receive the member's pro rata share of the net assets of the Corporation upon dissolution.

**ARTICLE XI:  
SIGNATURES**

We, the below signators, being the duly elected Board of Trustees, hereby affix our signatures in affirmation that the foregoing is true and correct of our own knowledge, and that this act is performed of our own free will and intent, without duress, coercion or promise of reward.

Date: 10-09-08

Roy Walker,  
HC 13 Box 30033  
Fairview, UT 84629  
Term expires June 2010

Clifford Johnson,  
150 North 200 east  
Ephraim, UT 84627  
Term expires June 2010

Jim Taufer,  
HC 13 Box 30049  
Fairview, UT 84629  
Term expires June 2010

Dustin McKinney,  
8545 South Redwood Rd, Suite A  
West Jordan, UT 84088  
Term expires June 2009

Kristin Hatch,  
51 W Center Street, #171  
Orem, UT 84057  
Term expires June 2009

**ARTICLE XII:  
ACKNOWLEDGMENT**

**(Note: this where the notaries signed and witnessed the signatures.)**

**Filed number 6298506-0140 on 10-25-08 with the State of Utah Department of Commerce, Division of Corporations and Commercial Code. The filed copies can be downloaded from the HVPOA website [www.HideawayValley.org](http://www.HideawayValley.org)**

## **Approved April 2010-Version of By-Laws**

BY-LAWS for HIDEAWAYVALLEY  
PROPERTY OWNERS ASSOCIATION. INC..  
A UTAH NON-PROFIT CORPORATION  
AS AMENDED AND RESTATED. April 24, 2010

By a majority vote, of 142 votes for and 41 votes against, by duly executed Mail-in Ballot, mailed to each Member by first class mail to the address of record in the Association books, and counted on April 24, 2010. The By-laws of the Hideaway Valley Property Owners Association, Inc., are Amended and Restated for Hideaway Valley Plat A lots I-58, Plat B lots I-97, Plat C lots 201-377 and lot 201-A, Plat D lots 378-462 and lot 42I-A. and Plat E lots 463-496, as recorded in the Sanpete County Recorder's Office (herein the "Plats") to read as follows:

### **ARTICLE I INTRODUCTION**

#### **Section 1.1: Seniority of Laws, Articles, By-laws, and Resolutions**

The governing law relevant to the conduct of this corporation, hereinafter "Association," shall be, in order of precedence, the laws of the United States, the laws of the State of Utah, the Plats, the Hideaway Valley Declarations of Protective Covenants, the Articles of Incorporation, the By-laws, and the corporate resolutions.

If there is any inconsistency between these controlling bodies of law, such inconsistency is to be resolved in favor of the senior body of law and the junior bodies of law are deemed automatically amended. The Trustees and Members of the Association shall make every effort to generally amend the junior bodies of law within their jurisdiction of law whenever necessary, so that inconsistencies will be corrected. However, whether or not these inconsistencies are corrected, the senior body of law will still prevail until such correction is made.

#### **Section 1.2: Explanation of the Types and conduction of Meetings of the Hideaway Valley Property Owners Association**

This Section is intended to introduce Members to the two types of meetings held by the Association, to clarify their purposes, and to describe how they are conducted. The Hideaway Valley Property Owners, Association holds two types of meetings: Meetings of the Members, and Meetings of the Board of Trustees.

**Meetings of the Members:** Meetings of the Members are open to all Members and are generally intended to inform the Members, hear Member concerns and suggestions, hold discussion with the Members, and to have the Members vote on various measures. Such measures must be properly noticed so that Members are aware of each specific measure. The different Types of Meetings of the Members are described in Article II "Members," below.

**Meetings of the Board of Trustees:** Meetings of the Board of Trustees are intended to provide the Trustees the opportunity to conduct Association business. The Meetings of the Board of Trustees shall be open to all Members to attend, except for Executive Sessions as described in Section 3.5, Executive Sessions. Voting at a Meeting of the Board of Trustees is intended for the Trustees only, not the membership; and thus, Member participation is limited. When a measure requires a vote of the membership, such vote shall take place at a duly

Noticed Meeting of the Members. The different types of Meetings of the Board of Trustees are described in Article III, "Trustees," below.

Meeting Conduct Issues: Meetings are conducted reasonably in accordance with *Robert's Rules of Order Newly Revised*. All or any part of an open meeting may be independently recorded by any person in attendance if the recording does not interfere with the conduct of the meeting. Guidelines for the use of recordings by the Board of Trustees is defined in Section 4.5, "Secretary" and 3.1 "Retention of Association Records."

## **ARTICLE II MEMBERS**

### **Section 2.1: Responsibilities of the Members**

As described in the Declarations of Protective Covenants, Article IV, "The Association," persons or entities purchasing property in the Hideaway Valley Subdivision become Members of the Hideaway Valley Property Owners Association, Inc., a Utah non-profit corporation, hereinafter the "Association." Each such Member, in accordance with the Declarations of Protective Covenants, shall be deemed to covenant and agree with each other, and with the Association, to abide by the provisions of the governing documents.

### **Section 2.2: Annual Meeting of the Members**

The Annual Meeting of the Members shall be held on or about the third Saturday in April of each year, at such place stated in the Notice of Meeting, or in a duly executed Waiver of Notice. The purpose of the Annual Meeting of the Members is to approve a proposed annual budget, vote on other duly noticed measures, and to elect new Trustees, as necessary.

### **Section 2.3: Regularly Scheduled Meetings of the Members**

Regularly Scheduled Meetings of the Members shall be held not more than once a month and not less than annually (the Annual Meeting of the Members). The times and dates shall be set by resolution of the Board of Trustees, but the frequency shall be determined by a vote of the Members at a Meeting of the Members

### **Section 2.4: Special Meetings of the Members**

Special Meetings of the Members may be called either

- a. by a resolution of the Board of Trustees, or
- b. by a petition of any number of Members whose combined voting rights shall not be less than one tenth (1/10) of the membership of the Association. When such call is made, such petition shall be delivered to the Board of Trustees by certified first class mail directed to the United States postal mailing address of the Association at the principal business address of the Corporation on record with the Utah Department of Corporations. The Board of Trustees shall address the matter as an agenda item for, and shall call, a Special Meeting of the Members. The Special Meeting of the Members shall take place within thirty (30) days after the Board of Trustees has received the petition. The Board of Trustees shall not unreasonably refuse to receive such certified mailing, and shall cooperate with the petitioners by calling the Special Meeting of the Members in a timely manner.

A Special Meeting of the Members called as described above shall be noticed in accordance with Section 2.5, "Notice of Meetings of the Members." The Board of Trustees shall provide such Notice promptly, and at the expense of the Association.

### **Section 2.5: Notice of Meetings of the Members**

Notice of all Annual, Regularly Scheduled, and Special Meetings of the Members shall be given in accordance with the Statutes of the State of Utah, and approximately twenty-one (21) days, but not less than ten (10) days if no ballot accompanies the notice and not less than fifteen (15) days if a ballot accompanies the notice, prior to the meeting, except as expressly provided elsewhere in these By-laws. Notice shall be considered given on the

date of postmark of written Notice mailed by first class mail, U.S. postage prepaid, to a Member's address most recently provided to the Association

### **Section 2.6: Presiding Officer**

The President of the Association, or in the absence of the President, the Vice-President shall preside over each Annual, Regularly Scheduled, or Special Meeting of the Members. In the event that the President vacates the chair before adjournment, the Vice President, if there is one, should take the chair, and in his absence the next Trustee in order should take it. If no Trustee is available to take the chair, the membership may elect a chairman *pro tem* as per Robert's Rules of Order.

The Secretary of the Association, or in the absence of the Secretary, a Trustee designated by the Board of Trustees, shall be the recording secretary for the meeting. If no Trustee designee is available to take the minutes, the membership may elect a secretary *pro tem* to record the minutes as per Robert's Rules of Order.

### **Section 2.7: Voting Rights and Voting at Meetings of the Members**

The content of this Section is intended to comply with the requirements of the relevant Statutes of the State of Utah.

A Member is defined as a property owner that holds title to a lot in Hideaway Valley in any manner allowed in the State of Utah whose name, United States postal mailing address, and lot number(s) appear on the ownership records of the Association thirty (30) days prior to any Meeting of the Members.

In the case of a property owner who is a legal entity rather than a real person, a real person must be designated by the authority of the legal entity, in a written and notarized document delivered to the Board of Trustees, stating that such person has been authorized to vote on behalf of the legal entity. Such real person shall be considered a voting Member. An owner buying on a land contract from any entity is considered to have equitable title and to be a Member in their own right for the purpose of voting and serving on the Board.

In the case of a property owner who chooses to designate an agent to vote on his or her behalf, a real person must be designated by the property owner in a notarized Power of Attorney, establishing that the person has been authorized to vote on behalf of the lot owner.

If a new property owner's name, or a new designated person's name, does not appear on the ownership records of the Association thirty (30) days prior to any Meeting of the Members, the new property owner or new designated person shall be qualified and entitled to vote, provided that he or she delivers the following information to the Board of Trustees no later than 72 hours prior to the meeting.

1. The property owner's name, United States postal mailing address, and lot number(s) for entry into the books of the Association.
2. Proof of ownership in the form of a certified copy of a Sanpete County recorded document that establishes his or her ownership or other evidence of fiduciary status acceptable to the Board of Trustees.
3. If applicable, a written notarized power of attorney or other such notarized document, establishing that



the person has been authorized to vote on behalf of the lot owner. In such cases, the Notice of Meeting requirement is deemed waived

Any change in the designation of agent for the Membership associated with any lot shall be made no later than 72 hours prior to any meeting.

**Voting Rights:** Only Members of HVPOA or their authorized representative shall be entitled to vote at any Annual, Regularly Scheduled, or Special Meeting of the Members for the election of Trustees, for the proposed annual budget, and for any other duly Noticed measures brought before such a meeting. Members are entitled to one vote per lot owned. If more than one person has an ownership interest in a lot, only one vote is allowed.

**Candidacy:** Only Members of HVPOA or their authorized representative shall be entitled to run for election as a Trustee, subject to the requirements of Section 3.9, "Number and Eligibility of Trustees". In order to provide for a broad representation of lot ownership, candidacy is limited to one candidate per entity, meaning that only one candidate shall be accepted per lot ownership, as explained by the following examples. Example 1: If a corporation owns two or more lots, only one candidate may be nominated, while the corporation retains all voting rights. Example 2: If a husband and wife own one lot, only one Member may be nominated. Example 3: If a husband and wife own two or more lots, and the lots are titled the same, only one Member may be nominated. Example 4: If a husband and wife, or any other entity, own two or more lots, and the lots are titled differently, it is possible that each individual Member may be nominated to run for the position of Trustee.

**Quorum:** At any Annual, Regularly Scheduled, or Special Meeting of the Members, the Members represented in person, by proxy, by agent, or Mail-in Ballot at such meeting shall constitute a quorum. Such quorum shall decide, by a vote of the majority of the quorum, any duly Noticed measure brought before such meeting, including the election of Trustees. The majority of such quorum shall decide all such Noticed measures, unless a different vote is required by express provision of the Statutes of the State of Utah or the governing documents of Hideaway Valley, in which case such express provision shall govern and control the decision of such question.

### **Section 2.8: Mail-in Ballots**

In conjunction with any Annual, Regularly Scheduled, or Special Meeting of the Members, or in lieu of any such Meeting of the Members, the Trustees shall provide Mail-in Ballots to solicit Members' votes on measures where a vote is required by the governing documents or the Statutes of the State of Utah, except approving minutes and procedural issues during meetings. Any Mail-in Ballot shall comply with the Statutes of the State of Utah (specifically Utah Code 16-6a-709). The Board of Trustees shall mail the Mail-in Ballots to the Members of the Association by first class mail to the address of record in the Association books, as referenced in the Declarations of Protective Covenants, Section 8.2, "Registration of Mailing Address", approximately twenty-one (21) days, but not less than fifteen (15) days, in advance of any such meeting or ballot counting deadline.

a. Mail-in Ballots used in conjunction with a Meeting of the Members: When such Mail-in Ballots are received in accordance with the instructions and deadline specified on the Mail-in Ballot, they shall be counted equally with the votes of Members in attendance at any such Meeting of the Members.

b. Mail-in Ballots used in lieu of a Meeting of the Members: Excluding election of Trustees, when such Mail-in Ballots are received in accordance with the instructions and deadline specified on the Mail-in Ballot, they shall be counted at a Meeting of the Trustees. The procedure to change a vote on a Mail-in Ballot shall be to send a second Mail-in Ballot with the word "Correction," along with the date of the change, on the outside of the envelope, and at the top of the Mail-in Ballot. When such changed Mail-in Ballots are received in accordance with the instructions and deadline specified in the Mail-in Ballot, they shall be counted in place of the original.

c. Election of Trustees: Election of Trustees is not allowed by written ballot in lieu of a meeting, but votes cast for Trustees by ballot may be used in conjunction with any Annual, Regular, or Special Meeting of Members.

## **Section 2.9: Proxies**

Members are encouraged to be aware of and personally involved in deciding the issues of the Association by attending and participating in the Meetings of the Members, or when this is not possible, by Mail-in Ballot indicating their vote on the specific issues to be decided by a vote of the membership.

However, at any Meeting of the Members, any Member of the Association may be represented and vote by proxy. To be valid, all proxies shall be in writing, properly signed and delivered, and compliant with the Statutes of the State of Utah.

All proxies shall be valid for the next scheduled vote of the membership following the date when the proxy is granted, and shall then expire at the adjournment of that Meeting of the Members. Each proxy shall be revocable as set forth in Section 2.10, "Hierarchy of Member Voting Methods;" and in the Statutes of the State of Utah.

Procedure to make a valid proxy appointment: A Voting Member may appoint a proxy by filling out a Proxy Appointment Form. In order to be valid, the Proxy Appointment Form must be signed by the Member granting the proxy. The form must then be delivered to both ( 1 ) the proxy holder and (2) the President, the Secretary, or any Trustee of the Association by any means allowed by the Statutes of the State of Utah, Such means include facsimile transmission or email attachment (i.e., attached image file displaying the physical signature of the Member) directed to the President, the Secretary, or any Trustee of the Association; or first class mail directed to the United States postal mailing address of the Association at the principal business address of the Corporation on record with the Utah Department of Corporations.

## **Sections 2.10: Hierarchy of Member Voting Methods**

When counting Member votes, the hierarchy is:

- I. Voting in person overrides a Mail-in Ballot, or a proxy.
2. Voting by Mail-in Ballot overrides a proxy, even if the proxy or Power of Attorney post-dates the Mail-in Ballot.

Note: A Mail-in Ballot may be changed by a Member in accordance with Section 2.8, "Mail-in Ballots," above.

## **Section 2.11: Informalities and Irregularities**

All informalities or irregularities in any call or Notice of a meeting, or in the areas of credentials, proxies, quorums, voting and similar matters, will be deemed waived if no objection is made at the meeting, or made in writing within seven (7) days thereafter. When making an objection, the complainant must advise the Board of Trustees in writing of the specific negative consequences of the informality or irregularity on the outcome of a vote or other action. If the outcome of a vote or other action may reasonably have been affected, then the informality or irregularity shall be investigated and corrective action taken; otherwise, the objection shall be deemed insignificant and no action shall be taken.

## ARTICLE III TRUSTEES

### Section 3.1: Responsibilities of the Trustees

The Board of Trustees is responsible to keep minutes of all Meetings of the Members and Meetings of the Board of Trustees.

Whenever the Board of Trustees considers matters associated with interpretation or compliance with the governing documents of the Association, it shall do so in accordance with approved interpretive resolutions. An approved interpretive resolution is an interpretation of a matter described in the governing documents made by resolution of the Board of Trustees, reviewed by legal counsel, and approved by the majority vote of the Members represented in person, by proxy, by agent, or Mail-in Ballot at a Meeting of the Members. Such interpretive resolutions shall be made available to the Members, and assembled from time to time, along with the governing documents, into a guidance resource for Members of the Association.

Whenever the Board of Trustees considers matters outside of the Member-approved budget, the Board shall inform the Members in a written Notice proposing a revision to the budget, in accordance with Section 5.2, "Fiscal Year, Budget, and Assessments," addressing the matter under consideration. Such Notice shall disclose the potential risks involved, if known, and shall request Members' comments and discussion before proceeding with a membership vote on the proposed revised budget.

If any matter is expressly required to be voted on by the Statutes of the State of Utah, the matter shall be duly Noticed as described in Article II, "Members."

As required by the Articles of Incorporation, Article III, "Purposes," the Board shall be responsible for, and required to, enforce the governing documents of the Association, namely the Declarations of Protective Covenants, the Articles of Incorporation, the By-laws, and the corporate resolutions, including the approved interpretive resolutions. The Board of Trustees shall inform a Member who is in violation of the governing documents by means of a Notice of Violation, followed by appropriate legal action.

The powers not specifically delegated to the Board of Trustees by the Covenants or these By-Laws, nor prohibited by Utah State Code, are reserved to the Members of the Hideaway Valley Property Owners Association.

The Board of Trustees is the official governing body of the Association and operates in accordance with the governing documents; and in accordance with a Member-approved budget, to manage the current business, property and affairs of the Association. The Board shall facilitate Members' decisions on matters that affect long-term results and/or Members' rights, obligations, benefits, assessments and unfunded liabilities.

The Board of Trustees may neither amend the Declaration of Protective Covenants or the Articles of Incorporation, nor terminate the Association as a "Common Interest Community," unless authorized and approved by the affirmative vote of at least the majority of all the Members of the Association.

Retention of Association Records: Retention of all records shall be six (6) years, or such time that satisfies the requirements of the laws of the United States and the State of Utah. Hideaway shall keep as permanent records as per Utah Corporate code:

- (a) minutes of all meetings of its Members and Board of Trustees;
- (b) a record of all actions taken by the Members or Board of Trustees without a meeting;
- (c) a record of all actions taken by a committee
- (d) all waivers of notices for meetings

Inspection of Association Records: Upon proper written request addressed to the President, any Member shall have the right to inspect all records of the Association. The Treasurer, or any Officer appointed by the President, shall have the right to be present during any such inspection. The requesting Member is required to pay a

reasonable fee for hard copies of records, however any records readily available in electronic files may be sent electronically at the written request of the Member.

### **Section 3.2: Meetings of the Board of Trustees**

As used in this Article III, "Trustees," the word "meeting" means the convening of a quorum of Members of the Board of Trustees that has been duly Noticed to the Members, where Association business may be conducted, and where the Trustees may vote on agenda items. Meetings of the Board of Trustees shall be open to Members as described in Section 1.2, "Explanation of the Types and Conduction of Meetings of the Hideaway Valley Property Owners Association."

The word "Meeting" does not mean any chance or social gathering of Trustees. A chance or social gathering of Trustees may not be used to circumvent the provisions of these Bylaws. The word "Meeting" does not include a gathering of less than a quorum of the Trustees, since no voting can take place, since no funds can be appropriated, and since no other formal action can be considered. If a quorum of Trustees is assembled at a gathering that has not been noticed to the Members of the Association as a Meeting of the Board of Trustees, in accordance with Section 3.7 "Notice to the Association Members of Meetings of the Board of Trustees," the Trustees shall not discuss Association business.

### **Section 3.3: Annual Meeting of the Board of Trustees**

The Annual Meeting of the Board of Trustees may be held after the adjournment of each Annual Meeting of the Members.

### **Section 3.4: Regular Meetings of the Board of Trustees**

Regular Meetings of the Board of Trustees shall be held at such times, and at such places, as the Board of Trustees may provide by resolution from time to time.

### **Section 3.5: Executive Sessions**

An Executive Session of the Board of Trustees may be a portion of a Noticed Meeting of the Board of Trustees in which the Board may consider sensitive matters as described below. During an Executive Session, no motion may be made and no vote may be taken. The minutes of Executive Sessions are intended to record only the subjects discussed, and not the specific content of the discussion. The call for an Executive Session shall be made as a motion to conduct an Executive Session approved by a majority of the Trustees in a Noticed Meeting of the Board of Trustees. The Board of Trustees is required to disclose the subject matter to be discussed; however, any action contemplated as a result of an Executive Session shall be taken at an open Meeting of the Board of Trustees.

At the discretion of the Board of Trustees, the following matters may be considered in a private, closed Executive Session.

1. Consultation with legal counsel concerning the rights and duties of the Board of Trustees regarding existing or potential litigation, or criminal matters.
2. Collection of unpaid assessments.
3. Negotiation of contracts with third parties.

4. Disciplinary matters involving contractors.
5. Personnel matters and employee discipline.
6. Personal matters.
7. Informational workshops and training for Trustees.

### **Section 3.6: Emergency Actions by the Board of Trustees**

In the event of an emergency, the Board of Trustees is authorized to carry out emergency actions, which shall be communicated to the Members of the Association in a Meeting of the Members as soon as practicable. The Board shall be indemnified from any recriminations for taking emergency actions.

### **Section 3.7: Notice to the Association Members of Meetings of the Board of Trustees**

The Annual Meeting of the Board of Trustees is deemed noticed to Members by the notice of the Annual Meeting of the Members. Regularly scheduled meetings are deemed Noticed to Members as they appear in the newsletters.

Members shall be notified of other Meetings of the Board of Trustees at least forty eight (48) hours before the meeting by posting a Notice on the bulletin board, and, if available, by posting on the web site owned and operated by the Association.

### **Section 3.8: Voting Rights, Proxies, and Voting by Trustees**

Trustees shall have one vote per Trustee.

A Trustee may be considered to be present at a meeting and entitled to vote if he or she has granted a signed written proxy to another Trustee who is present at the meeting, authorizing them to cast a vote that is directed to a particular proposal that is described with reasonable specificity in the proxy. Said proxy can be delivered to the Board of Trustees by hand delivery, mail, email, or by facsimile transmission before said meeting.

Trustees may vote by speaker phone or other similar electronic two-way communication when necessary, after reviewing the facts associated with a Noticed Agenda item. A Trustee participating in a meeting by this means is deemed present in person at the meeting.

### **Section 3.9: Number and Eligibility of Trustees**

As described in the Articles of Incorporation, Article VI, "Trustees," the Board of Trustees, shall consist of a specified number of Trustees serving defined and staggered terms. In order to be elected Trustee, a nominee must be a Member of the Association as defined in Section 2.7 "Voting Rights and Voting at Meetings of the Members." In addition, a nominee must be current on his or her assessments before the election and, if elected, during their entire term of office. If a Trustee becomes more than 30 days in arrears, and does not bring the account current within 30 days of notice of delinquency from the Treasurer, the Trustee shall be considered to have resigned, and the Board of Trustees may appoint a replacement Trustee in accordance with other provisions of these By-Laws.

### **Section 3.10: Election, Removal of Trustees, and Vacancy on the Board**

The Trustees shall be elected by a majority of the Members represented in person, by proxy, by agent, or Mail-in Ballot at the Annual Meeting of the Members or at any Noticed Meeting of the Members when election of a Trustee has been noticed. Members may declare their candidacy for an open Trustee's seat by submitting a written declaration to the board for newsletter publication at least 30 days prior to an election.

A vacancy in the Board of Trustees, or a decision to remove or retain a Trustee, shall be addressed as an agenda item in a Meeting of the Members and shall be made by the majority vote of the Members represented in person, by proxy, by agent, or Mail-in Ballot. However, the Board of Trustees may elect a Member to temporarily fill a vacancy until the next Member's Meeting. If the Trustees remaining in office constitute fewer than a quorum

of the Board of Trustees, the remaining Trustees may fill the vacancy by the affirmative vote of the majority of Trustee(s) remaining in office until the next Member's Meeting. These actions may be accomplished in accordance with Section 2.3, "Regularly Scheduled Meetings of the Members," Section 2.4, "Special Meetings of the Members," and Section 2.8, "Mail-in Ballots," by using an Annual or a Regular Meeting of the Members, by calling a Special Meeting of the Members.

A Trustee who is subject to a "decision to remove or retain" shall have a right to submit in writing a refutation to a complaint or address the membership in writing whether or not a complaint accompanies the petition for removal. Such writing shall be included in the Notice to the Meeting.

### **Section 3.11: Quorum**

A quorum, which consists of a majority of the Trustees then in office, is required for the transaction of business at any Meeting of the Board of Trustees. In the event the Board lacks a quorum due to vacancies on the Board, for whatever reason, the remaining Trustee(s) may elect Members to fill the vacancies until the next Meeting of the Members as covered in Section 3.10: Election, Removal of Trustees, and Vacancy on the Board.

### **Section 3.12: Committees of the Board of Trustees**

**Covenants Committee:** As required by the Declarations of Protective Covenants, Article VII, "Provisions Applicable for All Property," the Board of Trustees, as the official governing body of the Association, shall appoint a Covenants Committee. The Covenants Committee shall consist of three (3) to five (5) Members from the Board and/or Association Members. The Covenants Committee shall be responsible for making enforcement recommendations for alleged violations to the full Board of Trustees based on the requirements of the Declarations of Protective Covenants, Article VII, "Provisions Applicable for All Property." Such recommendations shall be based on approved interpretive resolutions, as described in Section 3.1 "Responsibilities of the Trustees."

**Architectural Committee:** As required by the Declarations of Protective Covenants, Article X. "Other," the Board of Trustees, as the official governing body of the Association, shall appoint an Architectural Committee. The Architectural Committee shall consist of three (3) to five (5) Members from the Board and/or Association Members. The Architectural Committee shall be responsible for making approval recommendations for architectural plans submitted by Members. The Architectural Committee shall also be responsible for making enforcement recommendations for alleged architectural violations to the Board of Trustees based on the requirements of the governing documents. Such recommendations shall be based on approved interpretive resolutions, as described in Section 3.1, "Responsibilities of the Trustees."

**Committees Composed of Members of the Association:** The Board of Trustees may, by resolution, designate one or more committees and appoint Members of such committee(s) by majority vote of the Board of Trustees. Each committee shall consist of three or more Members of the Association, which shall have and may exercise the powers and duties set forth by the Board. The Board may appoint persons to fill vacancies on each of said committees, or remove a committee Member for any reason deemed appropriate by the Board of Trustee.

A committee Member must be current on assessments.

The Board of Trustees may dissolve a committee of the Board composed of the Members at any time, for any reason, as deemed necessary.

### **Section 3.13: Reimbursement**

Trustees shall not receive any salary, compensation, gift, or any other monetary gain for their services. They may receive reimbursement for actual expenses incurred on behalf of the Association, including but not limited to office expenses and travel expenses, as authorized by specific vote of the Board of Trustees prior to incurring the expense. Travel expenses do not include travel to, or from, Meetings of the Board of Trustees, or Meetings of the Members.

### **Section 3.14: Rules and Regulations**

The Board of Trustees may from time to time propose Rules and Regulations by which the Association shall be governed. Such Rules and Regulations shall be adopted by the affirmative vote of a majority of the Members represented in person, by proxy, by agent, or Mail-in Ballot at a Meeting of the Members or by Mail-ballot in lieu of a meeting except as noted below.

Rules and Regulations taken directly from the Declarations of Protective Covenants, Articles of Incorporation, and Bylaws do not need to be approved by the vote of the Members except when such Rules and Regulations are subject to interpretation, as described in Section 3.1, "Responsibilities of the Trustees."

### **Section 3.15: Conflict of Interest**

Trustees shall disclose any personal conflict of interest in any matter related to the business or operations on that issue of the Association. Any Trustee with a conflict of interests shall immediately disclose it and withdraw from voting.

## **ARTICLE IV OFFICERS**

### **Section 4.1: Definition of Officer**

An Officer is a Trustee who has been elected to perform the duties and functions of President, Vice President, Secretary, or Treasurer, as described below. Officers are elected from among the Trustees as described in Section 4.7, "Election and Removal of Officers within the Board of Trustees," below. All Offices must be filled regardless of the number of Trustees on the Board of Trustees at any time.

### **Section 4.2: Responsibilities of the Officers**

Only those Trustees who are also elected as Officers have the authority to sign a legal instrument on behalf of the Hideaway Valley Property Owners Association, Inc and the signatures of two officers are required on each such instrument. Legal instruments include but are not limited to checks, bank accounts and contracts. No officer shall sign a check on which the officer is shown as the payee or any other document in which said officer has an interest other than as an officer of the Association.

All payments from Association funds shall be based on invoices or receipts detailing the purpose of the expenditure only after a vote of approval by the majority of a quorum at a meeting of the Trustees or by a majority of the Trustees if the action is taken without a meeting.

### **Section 4.3: President**

The President of the Association shall exercise general supervision over its property and affairs. He or she shall preside, whenever possible, at all Meetings of the Board of Trustees or Meetings of the Members. He or she shall sign on behalf of the Association all contracts and shall do and perform all acts and things, which the Board of Trustees and Members of the Association may require of him/her. The President, or a substitute appointed by him or her, shall be invited to attend meetings of each Committee of the Board composed of Members of the Association.

#### **Section 4.4: Vice President**

In the event of the President's absence or inability to act, the Vice President shall perform the duties of the President.

#### **Section 4.5: Secretary**

The Secretary shall take and keep the minutes of the Association, including both Meetings of the Members and Meetings of the Board of Trustees. He or she shall also keep its membership books and such books and records as the By-laws or any resolution of the Trustees may require him or her to keep. He or she shall perform such other services as the Board of Trustees may require of him/her.

The Secretary may use a recording device to facilitate capturing information for the Minutes of any Meeting by using the guidelines found in Utah Code **52-4-203 Open Meetings Act**:

A recording of an open meeting shall:

- (a) be a complete and unedited record of all open portions of the meeting from the commencement of the meeting through adjournment of the meeting; and
- (b) be properly labeled or identified with the date, time, and place of the meeting.

Notwithstanding Subsection (1), a recording is not required to be kept of:

- (a) an open meeting that is a site visit or a traveling tour, if no vote or action is taken by the Trustees

#### **Section 4.6: Treasurer**

The Treasurer shall oversee the funds of the Association, subject to the action of the Board of Trustees and shall report the state of the finances of the Association at each Annual Meeting of the Members, or at any Meeting of the Board of Trustees, or Meeting of the Members. He or she shall perform such other services as the Board of Trustees may require of him or her.

#### **Section 4.7: Election and Removal of Officers Within the Board of Trustees**

Election of Officers: As necessary from time to time, the Trustees shall elect Officers from among themselves to perform the functions of President, Vice President, Secretary, and Treasurer, by the affirmative vote of the majority of the Board of Trustees.

Removal of Officers for Cause: Any Officer may be removed from office by the affirmative vote of the majority of the Board of Trustees for any of the following causes:

1. Failure to attend three or more consecutive Board and Member Meetings
2. Failure to disclose a conflict of interest and/or failure to withdraw from voting on matters associated with a conflict of interest, whether or not disclosed.
3. Failure to pay assessments on time.
4. Mishandling or misappropriation of Association funds or properties.
5. Illegal, unethical, or immoral conduct unbecoming the standards expected of a public official.

Removal from office means that the Trustee shall be relieved of the duties of any office to which the Board of Trustees had elected him or her; the person, however, remains a Trustee. In the case of such removal from office, the Board of Trustees shall demand the immediate return to the control of the Board of Trustees any and



all records, checkbooks, or other assets associated with the office from which the Trustee has been removed. The Trustee shall immediately comply with such demand. On the next business day or as soon thereafter as practical, the Board of Trustees, shall notify any affected contractors or financial institutions that the Trustee has been removed from office, and shall remove that Trustee from the list of authorized signatories on all bank accounts, contracts, or other legal instruments.

A Trustee who has been removed from office may be subject to removal as a Trustee in accordance with Section 3.11. "Election and Removal of Trustees."

**ARTICLE V  
FINANCES**

**Section 5.1: Statement of Business**

The Board of Trustees shall present a full and complete statement of the business and financial condition of the Association at each Annual Meeting of the Members and when called for by the affirmative vote of a majority of the Members represented in person, by proxy, by agent, or Mail-in Ballot at any Meeting of the Members.

**Section 5.2: Fiscal Year, Budget, and Assessments**

Fiscal Year: The Association shall operate on a fiscal year beginning May 1 and ending April 30.

Budget: A proposed budget shall be sent to the Members prior to March 1 so they can discuss the budget in at least one board meeting prior to the Annual Member's Meeting. The Board of Trustees need not send a second copy of the budget with the Annual Meeting notice and ballot if no changes have been made. The Board of Trustees shall adopt the budget when the majority vote of the Members represented in person, by proxy, by agent, or Mail-in Ballot at a Meeting of the Members is in the affirmative.

When the budget includes monies for outside services, such services shall be disclosed in the budget as individual budget line items. Any monies estimated to compensate for the failure of any owner or owners to pay his or her assessment shall be disclosed collectively as a budget line item.

In the event the proposed budget is rejected by the Members, the periodic budget last approved by the Members shall be continued until such time as the Members approve a subsequent proposed budget as described above.

Assessments: The Association shall be funded by revenues derived from operations and collection of assessments from each lot owner. The assessment amount due for each lot shall be determined by apportioning the budget among all lot owners in proportion to their respective interests.

The Association shall give written notice to each owner as to the amount of the annual assessment with respect to his or her lot(s) on or before March 1 of each year for the fiscal year commencing on May 1. Such notice shall be considered given on the date of postmark of a written notice mailed, U.S. postage prepaid, to a Member's address most recently provided to the Association.

Once Members have been notified of the amount of the assessment, such assessment shall be due and payable in fiscal quarterly installments on or before May 1, August 1, November 1, and February 1, of that fiscal year. The Association may or may not mail a quarterly statement.

Clarification of Fiscal Year Quarters and Quarterly Assessment payment Due Dates:

Notice of Amount of Annual Assessment: March 1

Quarter	Beginning and Ending Dates of Fiscal Quarter	Due Date for Quarterly Payment
First	May 1 to July 31	May 1
Second	August 1 to October 31	August 1
Third	November 1 to January 31	November 1
Fourth	February 1 to April 30	February 1

### **Section 5.3: Indebtedness of the Association**

The Association, acting through the Board of Trustees, shall not borrow funds for any purpose. In the event of a budget shortfall, the Board of Trustees may call a Meeting of the Members for consideration of a proposed supplemental budget. If approved by the affirmative vote of the majority of Members of the Association represented in person, by proxy, by agent, or Mail-in Ballot at any Annual, Regularly Scheduled or Special Meeting of the Members; or by Mail-in Ballot in lieu of a Special Meeting, the supplemental budget may result in a supplemental assessment.

### **Section 5.4: Management of Member Accounts**

Each Member account shall be treated equally with regards to monies due to the Association. If an adjustment is made for any account, the same adjustment shall be made for all accounts with similar circumstances. There shall be no preferential treatment given to accounts concerning collections, discounts of assessments, interest charged, or penalties regarding monies owed to the Association. The Board of Trustees, however, may offer a discount of assessment for early annual payment in full.

### **Section 5.5: Interest, Liens, and Penalties**

Interest: Quarterly assessments and other monies owed to the Association shall bear interest from the date when they become due and payable. Such interest shall be at 10 percent (10%) per annum.

Liens: Any Member who shall have been duly notified in writing of his or her arrears status by registered letter from the Board of Trustees shall be subject to the filing of a lien by the Association as provided by the Statutes of the State of Utah. Such lien shall be filed against the property owner for the purpose of collecting all lawful assessments and expenses. In addition to the amounts owed, delinquent Members shall be required to pay reasonable costs of collection, including attorney fees and filing fees, and such other amounts allowed by law.

Penalties: Hideaway Valley Property Owners Association Inc. may assess fines for violations of the Declarations of Protective Covenants. The Board of Trustees shall adopt by resolution a schedule of fines subject to approval by the Members. Other penalties, including but not limited to penalties, fines, attorney fees, liens, and/or foreclosures, shall be applied in accordance with the Statutes of the State of Utah.

The remainder of this Section is taken from the Statutes of the State of Utah in effect on March 28, 2009: and is included in these By-laws on the advice of legal counsel.

#### Subsection - Assessment of Penalties, Fines, and Attorney Fees:

(1) The association may recover all expenses incurred by the association in collecting an unpaid assessment, including reasonable attorney fees.

(2)

a) The association may maintain an action to recover a money judgment for an unpaid assessment without foreclosing or waiving the lien securing the unpaid assessment)The prevailing party in an action described above may recover:

(i) costs; and

(ii) reasonable attorney fees.

Subsection -Unpaid Assessment, Lien, and Foreclosure:

- (1)
  - (a) If an owner fails or refuses to pay an assessment when due, that amount constitutes a lien on the interest of the owner in the property.
  - (b) Upon the recording of notice of lien by the manager or board of directors or their duly appointed agent, a lien described in Subsection (1)(a) is a lien on the unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded. except:
    - (i) Tax and special assessment liens on the unit in favor of any assessing lot or special improvement district; and (ii) Encumbrances on the interest of the lot owner:
      - (A) Recorded prior to the date of the recording of notice of lien described in Subsection (1) (b); and
      - (B) That by law would be a lien prior to subsequently recorded encumbrances.
- (2)
  - (a) The manager or board of directors may enforce a lien described in Subsection (1) by sale or foreclosure of the owner's interest.
  - (b) The sale or foreclosure described in Subsection (2)(a) shall be conducted in the same manner as foreclosures in:
    - (i) Mortgages; or
    - (ii) Any other manner permitted by law.
- (3) In a sale or foreclosure described in Subsection (2)(a), the owner shall pay:
  - (a) The costs and expenses of the proceedings; and
  - (b) Reasonable attorney fees.
- (4) Unless otherwise provided in the declaration, the manager or board of directors may:
  - (a) Bid at a sale or foreclosure described in Subsection (2)(a); and
  - (b) Hold, lease, mortgage, or convey the lot that is subject to the lien.

Subsection -Fines.

- (1) Unless otherwise provided in the Association's governing documents, the Board of Trustees may assess a fine against a lot owner for a violation of the association's governing documents after the requirements of Subsection (2) are met.
- (2) Before assessing a fine under Subsection (1), the board shall:
  - (a) Notify the lot owner of the violation; and
  - (b) Inform the owner that a fine will be imposed if the violation is not remedied within the time provided in the association's governing documents, which shall be at least 48 hours.
- (3)
  - (a) A fine assessed under Subsection (1) shall:
    - (i) Be made only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the association's governing documents;
    - (ii) Be in the amount specifically provided for in the association's governing documents for that specific type of violation or in an amount commensurate with the nature of the violation; and
    - (iii) Accrue interest and late fees as provided in the association's governing documents.
  - (b) Unpaid fines may be collected as an unpaid assessment as set forth in the association's governing documents or in this chapter.
- (4)
  - (a) A lot owner who is assessed a fine under Subsection (1) may request an informal hearing to protest or dispute the fine within 14 days from the date the fine is assessed.
  - (b) A hearing requested under Subsection (4)(a) shall be conducted in accordance with standards provided in the association's governing documents.
  - (c) No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.
- (5) All fines shall be set forth in a schedule of fees which has been approved by a majority vote of a quorum of Members represented in person, by proxy, by agent, or Mail-in Ballot at a duly Noticed meeting.

- (a) The Board of Trustees or manager may not arbitrarily set a fine amount.
- (b) The schedule of fees may include a fee or fees for an ongoing violation on a monthly basis

## **ARTICLE VI AMENDMENTS**

### **Section 6.1 : Amendments to the Bylaws**

The By-laws may be altered or repealed by the affirmative vote of a majority of the Members represented in person, by proxy, by agent, or Mail-in Ballot at any Annual, Regularly Scheduled or Special Meeting of the Members; or by Mail-in Ballot in lieu of a Special Meeting provided that notification of the proposed alteration or repeal is contained in the Notice.

## **ARTICLE VII LEGAL ACTION**

### **Section 7.1: Legal Action**

The Board of Trustees shall in all cases encourage the use of non-binding alternative dispute resolution before initiating court action, except with respect to the collection of unpaid assessments levied by the Association.

### **Section 7.2: Severability**

If any paragraph, section, clause or phrase of the Bylaws herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained will not be deemed invalid. irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become illegal, null or void.



## Resolutions by the HVPOA Board of Trustees:

We resolve to hold meetings on the third Saturday of every month at 10 AM. Trustees reserve the right to hold meetings on the fourth Saturday of the month for special occasions and the membership will be informed as to the temporary change.

We resolve to alternate between Utah and Sanpete County Utah for meeting locations. Trustees reserve the right to hold consecutive meetings in Sanpete County Utah as deemed necessary. The membership will be informed as to the location in accordance with the standards for notice set forth in our governing documents.

We resolve to pay invoices in the monthly meetings, except when necessary to facilitate the day to day operation of the Association. When an invoice is paid between meetings, an Action Without a Meeting (AWM) is circulated via electronic means (usually email) to each Trustee. A Trustee will vote and return his/her response to the other Trustees.

The Trustee needing to pay an invoice, such as for printing, stamps or office supplies will obtain a check from the Treasurer and proceed with conducting business on behalf of the Association. Due to a Trustee severely abusing mileage reimbursement, no mileage reimbursement is offered.

All AWMs are handled the same. An AWM is circulated via electronic means (usually email) to each Trustee by the Trustee who first becomes aware of an urgent need. A Trustee will vote and return his/her response to the other Trustees. The Secretary will collect the votes and print a copy of the communication to be read into the minutes of the next regularly scheduled meeting.

We resolve that the President will be the point of contact for the Association Attorney(s), copying all other Trustees on relevant communications including emails, posting items to Association website and conferring with officials of Sanpete County and the State of Utah. All duties are in compliance with section 2.6 of our By-Laws.

We have no interpretive resolutions. Any resolutions affecting the right of the membership, property rights or anything that needs to be interpreted to be understood MUST, according to By-law 3.1, be voted on by the membership. There has been no such vote since the HVPOA incorporated in 2008.

All other resolutions and decisions of the Trustees can be located in the Minutes posted to the website [www.hideawayvalley.org](http://www.hideawayvalley.org). Please refer to your newsletter for username and password.



## **Appendix Two: Association Templates and Forms**

For Members:

- Proxy
- Agent Form
- Sample Ballot
- Talley Sheet for Ballot Measure
- Talley Sheet for Election of Trustees

For Trustees:

- Agenda Template for Board Meeting
- Agenda Template for Member Meeting
- Action Without A Meeting
- How to Take Minutes
- Newsletter and Mailer Guidelines
- Simplified Parliamentary Procedure
- Recording Payments and Making Deposits





## PROXY Appointment Form for Hideaway Valley Property Owners

A Meeting for the Hideaway Valley Property Owners is scheduled and noticed for

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Time*

\_\_\_\_\_ *Location*

As per HVPOA By-law "2.9 Proxies," this Proxy is good for this date and location or any substitute date or location for this meeting.

I hereby appoint \_\_\_\_\_  
*Print their first and last name*

as my PROXY HOLDER. He/she is authorized to attend and vote at the meeting described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

This proxy may be revoked by attendance of the undersigned at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. If I send in a ballot, this proxy is expressly valid for issues not covered on the ballot that may arise and be voted on during the meeting. This proxy shall automatically expire after the completion of the meeting of its adjournment.

\_\_\_\_\_ *Signature of Owner or person designated to sign for the entity*

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Number of Lots Owned*    \_\_\_\_\_ *Lot Number (list every lot you own, both letter and number)*

\_\_\_\_\_ *Phone # for verification*

1. Return this by mail, email attachment or hand delivery:

Mail to: Secretary of HVPOA  
HC 3001,  
Fairview, UT 84629  
Secretary@HideawayValley.org

2. Deliver a copy to the person whom you designated to vote for you.

**VOTING AGENT FORM**

for Hideaway Valley Property Owner's Association

BE IT KNOWN, that I

\_\_\_\_\_,  
*Print name of Lot Owner or Representative of the entity that owns lot(s)*

Lot(s) \_\_\_\_\_ (example A-365)  
*List letter and number of lot(s) owned*

I do hereby grant a limited power of attorney to

\_\_\_\_\_, as my agent to vote on my behalf for each lot owned and listed above. My agent shall have full power and authority to undertake and perform the following on my behalf:

- to vote in person, to sign proxies to vote at a meeting my agent cannot attend, and/or to use mail-in ballots
- to vote on my behalf, as per Section 2.7 of the by-laws of Hideaway Valley.

My agent agrees to accept this appointment and become a Voting Member of Hideaway Valley Property Owners Association subject to these terms, and agrees to act and perform in said 'Voting Member' capacity consistent with my best interests as s/he in his/her discretion deems advisable.

This *Limited Power of Attorney* may be revoked by me at any time, provided any person relying on this appointment of an agent shall have full rights to accept the authority of my agent until receipt of actual notice of revocation.

\_\_\_\_\_  
*Signature of HVPOA member or duly appointed representative of entity*

\_\_\_\_\_  
*Date*

**NOTARY**

STATE OF  
COUNTY OF

On \_\_\_\_\_ appeared before me \_\_\_\_\_ who being duly identified, affirmed that he/she/they signed the foregoing being fully informed of its contents.

\_\_\_\_\_  
*Notary Signature*

Return this by mail, fax, email attachment or hand delivery and give original to your agent:  
Mail to: Secretary of HVPOA  
HC 3001,  
Fairview, UT 84629  
Secretary@HideawayValley.org

Number of lots I own \_\_\_\_\_ Number of proxy/agent votes \_\_\_\_\_ Total votes: \_\_\_\_\_

**HVPOA SAMPLE BALLOT**  
**{TITLE TO BALLOT MEASURE} {DATE}**

I vote to approve the board-proposed {Title to ballot measure} that accompanies this ballot in order to {Write reasonably detailed description of ballot measure.} {Note: ballot mailing must be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter. Utah Code **16-6a-709**}

Yes \_\_\_\_\_ No \_\_\_\_\_

**CANDIDATES FOR THE BOARD**

Two Trustees positions expire this year. This Election is to fill the vacancies left by the expiration of office held by {Name Trustee leaving} and {Name Trustee leaving}. Please read the information included in this mailing to familiarize yourself with each candidate. Vote "yes" for only two candidates or none will be counted. They are listed alphabetically.

Candidate one {Yes \_\_\_\_\_}  
Candidate two {Yes \_\_\_\_\_}  
Candidate three {Yes \_\_\_\_\_}  
**Write in:** \_\_\_\_\_ {Yes \_\_\_\_\_}

**INSTRUCIONS AND VOTER VERIFICATION**

\_\_\_\_\_  
Print name (and title if applicable) Signature Date

\_\_\_\_\_  
Number of lots Put letter and number of lot(s) represented Valid phone number for verification

An entity (corporation or trust) is required to sign its name by an officer or designated authority. Please indicate when signing. If you are a proxy holder or agent (the Board must have received a copy of proxy or POA to be valid), list the proxies you hold or the lots you represent as an agent:

\_\_\_\_\_  
Print name of lot owner you are voting for Number of lots they own Letter and lot number(s)  
(List additional on back)

Details: The quorum for this election will be determined by counting all memberships represented in person, by proxy, and by mail-in ballot at the {Date} Annual Member Meeting. The percentage of approvals necessary to approve an action is 51% of the quorum except in the case of election of Trustees. The highest yes totals for Trustees shall fill the vacancies. If not voting in person or by proxy, ballots must be received by the nonprofit corporation and delivered by hand, mail, fax, or email with a valid signature and phone number for verification by noon on {Day and Date} and shall be counted equally with the votes of Members in attendance. Ballots not filled out in person at the members meeting or not received by noon on {Day and Date} will not be counted. (Information required by Utah Code 16-6a-709)

Return this ballot by

- Mail to: HVPOA, HC 13 Box 3001, Fairview, UT 84629
- OR Email to: Secretary@hideawayvalley.org (must be scanned with a proper signature)
- OR Fax to: {fax number}

HVPOA Annual Members Meeting  
**Tellers' Report for Ballot Measure**  
{Date and Time}

**Ballot Measure for Adoption:** \_\_\_\_\_

Number of Votes Cast.....\_\_\_\_\_

Necessary for Adoption (Majority)..... \_\_\_\_\_

Votes for Measure .....\_\_\_\_\_

Votes Against Measure.....\_\_\_\_\_

**Illegal votes (unintelligible ballots, etc.)\***

Illegal Ballots ..... \_\_\_\_\_

\_\_\_\_\_ *Pass*      \_\_\_\_\_ *Reject*

*\*Illegal votes cast by legal voters are taken into account in determining the number of votes cast for purposes of computing the majority (or other vote) necessary for approval. See RONR (10<sup>th</sup> Ed.) § 45 (p. 401-403).*

\_\_\_\_\_  
Tellers' Chairman

**Other counters:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HVPOA Annual Meeting

**Teller Report for Election**

{Date and Time}

**ELECTION OF TRUSTEES**

Number of Votes Cast . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

\_\_\_\_\_ received . . . . . \_\_\_\_\_

**Illegal votes (unintelligible ballots, ballots cast for fictional characters, etc.)**

Illegal Ballots . . . . . \_\_\_\_\_

*Winners are determined by the highest number of votes for a candidate(s).*

\_\_\_\_\_  
Tellers' Chairman

**Other counters:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Hideaway Valley Board Meeting Agenda Template

[Location]

[Date and time]

Call to Order: President

Roll Call/Determination of a Quorum: Secretary

Review & Approve minutes for [Date of minutes to approve] Secretary  
Review AWMs from prior month and attach to minutes.

Approve / Modify the Agenda

Treasurer's report: Treasurer

Unfinished Business:

- Item #1 from last meeting
- Item # 2 from last meeting
- Item # 3 from last meeting

New Business:

- Item # 1 new business
- Item # 2 new business
- Item # 3 new business

Review and Pay invoices: (Invoices included) Approve checks for meeting rooms, other

Open forum for Members to address the Board [three minute time limit]

Members with prior written requests to be on agenda may be listed by name and topic

Set next meeting(s) [Date, time, location]

If Members meeting is following month, board meeting will follow

Assign tasks to Trustees for producing newsletter, preparing statements to include in mailer, workshop to assemble mailer, be sure to approve checks for printing and stamps

Adjournment

[Template can be adjusted for a Members Meeting]

# HVPOA Annual Membership Meeting

## AGENDA

{Date and Time}

---

1. Call to order: President
2. Board member roll call and determine quorum (if voting): Secretary
3. Treasurer's Report: Treasurer
4. Board Presentations
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
5. Voting, count, results
6. Next meeting
7. Open forum
8. Adjournment



**Template for**  
**Action Without a Meeting**  
**(§16-6a-813)**

{Explanation: Any action that can be taken at a board of Trustees' meeting may be taken without a meeting if each and every member of the board receives the request and in writing either votes for or against the measure or abstains. This may be done in writing or by email, NOT by phone. The action may be taken if a majority of the board approves. The AWM should be read into the minutes of the next board meeting and made a permanent part of the records. }

Title this an "AWM regarding \_\_\_\_\_" (if done by email be sure to have this in the subject bar)

1. Describe with reasonable specificity the nature of the action proposed.
2. Describe the benefits and liabilities if action is taken and/or not taken.
3. Request that all Trustees sign and return this either by mail, email or fax.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(By typing your name in the indicated field, you are agreeing to conduct business electronically in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-Sign), 15 U.S.C.A. § 7001-7031 (Supp. 2001) and Utah's Uniform Electronics Transactions Act (UETA), Utah Code Ann. § 46 4-101 to -501 (2000). Understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form, and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.)

## Secretarial Procedure for Minute Taking

(Based on *Robert's Rules of Order Newly Revised (10<sup>th</sup> Edition)*)

**Note: Minutes are a record of what was done at the meeting NOT what was said by members or guests.**

Bring a notebook or laptop with you to take minutes. If you will be writing minutes often, it may be advisable to use a template. For instance, Open Office (a free word processor program) has a template for a meeting agenda that also prepares a template for the minutes based on the agenda.

Prepare a sign-up sheet to document attendance. Put a note on the top of the page indicating that the paper should be returned to you. Pass it around to everyone in attendance.

Note in your minutes the time the meeting was called to order.

Read the Agenda and ask if someone wants to add something. After you have done that say "I move for the adoption of this agenda." No second is required. Note either motion passed or failed.

Read the Draft Minutes from your last meeting. They can be emailed beforehand or you can read them then. After you are done say "I move for the adoption of these draft minutes." No second is required. Note who made the motion and note either motion passed or failed.

Listen to the Reports. Note who read them, and whether any motion passed or failed. Make sure at the end of the meeting, they give you a copy of their report and attach to Official Minutes.

Record Old Business. This is anything that needed a follow up from last meeting. Did someone need to write a letter? Was it sent? Note anything that was done or not done and by whom.

Record New Business. When someone makes a motion write down their exact words. Note who made the motion, that it was seconded and whether it passed or failed.

Write down who has to do what in relation to any motion..

Type up the minutes. DO NOT INCLUDE:

Secunder's name

Remarks of guest speakers

Motions that were withdrawn (see RONR § 48, page 452 for exceptions)

Personal opinion on anything said or done

For Example: Don't put in it "Member A said he did not agree." or "The treasurer gave an excellent report." *You must not put the debate into the minutes.* Even if you spend 3 hours debating something, only put who made the motion, the exact wording and whether it passed or failed.

Once you have typed them, email them out to Trustees. But remember, until they are approved, they are only draft minutes, subject to change at any time.

Once approved and signed, post minutes on the website and file the originals in the Association records.

# Newsletter and Mailing Guidelines

## Guidelines for creating Newsletters and Mailers:

- Be professional. Use a template from Publisher, Adobe, or even Word to create decent looking circulars. Nothing discredits a board more than bad grammar, sloppy presentation, and hastily written and conflicting information.
- Determine who has good computer and writing skills and ask for assistance. The volunteer does not have to be a board member to help.
- Put all contact information clearly on every mailing: the web address and contact information for all board members,
- Use self mailers if possible so that there is not an added expense for envelopes.
- If you have a lot of competing information to include use cartoons or graphics for variety. This avoids reader fatigue when looking at the same monotonous stuff page after page.
- Never attack members in writing, even if they have attacked you. It is beneath the office you hold. Give facts, speak plainly and retract or correct misinformation from the past. You do not need to explain why something went wrong or make excuses, just correct what needs to be corrected. Members respect that.
- Give credit to all Members who have volunteered and special thanks for anyone who went above and beyond in being a good neighbor.
- Send out financial information when possible--like a year to date summary of expenditures. Keep Members involved and informed.

Once you put things in writing, if the idea can be attacked it will be. Every flaw and inconsistency can and will be used against you! So don't rush to get something out. Better to delay the distribution than to look like the fool.

## Approval of Newsletters, Ballots, and anything included in mailings:

No matter who designs and puts together the newsletter, before printing and mailing, always get final approval from board members. Because newsletters and mailers are written and compiled between meetings, it is often best to solicit information and get final approval via email. For final approval, create an Action Without A Meeting. Never send out anything that hasn't been approved by the Board.

## Time lines:

- a) Member meeting notices must be mailed by first class mail to all members at least 10 days before a meeting.
- b) If the mailer includes a ballot then the you must mail it 15 days before the scheduled date.
- c) The yearly proposed budget must be mailed several weeks BEFORE the March board meeting. This way, Members have the ability to address any concerns at a board meeting before they are required to vote on it at the annual meeting in April.

## Voting by mail:

Ballots by mail cannot be a secret ballot, as it is necessary for the tellers to know by whom each vote is cast. (RONR Art. VIII. Vote.46. Voting)

When voting by mail, include enough information so that each member can make an informed decision.

# Simplified Parliamentary Procedure

## I. ORDER OF BUSINESS

- A. Call to order
- B. Roll call-quorum
- C. Minutes, read and approved or corrected
- D. Agenda approved
- E. Unfinished or old business
- F. New business
- G. Announcements/ open forum
- H. Adjournment

## II. PROPER PROCEDURE FOR HANDLING A MOTION

- A. Member signifies they would like to speak and addresses chairperson
- B. Chairperson recognizes member by saying name or nodding
- C. Member states motion
- D. Chairperson asks for a second if one is not offered voluntarily
- E. Chairperson states the motion.
- F. Chairperson asks for discussion if it a debatable motion.
- G. When discussion ceases, chairperson restates motion and asks for a vote.
- H. Chairperson gives results of vote and declares the motion passed or failed.

## III. MOTIONS MOST OFTEN USED DURING A MEETING

- A. The main motion
  1. Phraseology: "I move..."
  2. Requires Majority vote
- B. Amendment (a change in a motion by adding, subtracting or substituting words)
  1. Phraseology: "I move we amend the motion by..."
- C. Postpone to a certain day
  1. Phraseology: "I move we postpone consideration of this motion until..."
- D. Close debate (to stop discussion upon the motion)
  1. Phraseology: "I move we close debate and vote on the pending question."
- E. Withdraw a motion (to retract, recall or take back a proposed motion)
  1. Phrase: "I wish to withdraw the motion concerning..."
- F. Point of order (member indicates an error in parliamentary procedure)
  1. Phrase: "I rise to a point of order."
    - a. Rules for procedure: May interrupt a speaker; does not need recognition;
    - b. Decision made by chairperson
- G. Adjourn (motion to end the present meeting)
  1. Phrase: "I move we adjourn."



## **Appendix Three: Building Applications and Forms**

Hideaway Valley Property Owners Association Application for House Plans Approval  
Wildland Permit  
Sanpete County Building Plans Checklist  
Sanpete County Building Subdivision Checklist  
Google Map

**Hideaway Valley Property Owners Association**  
**Application for House Plans Approval**

Date:

Name:	Lot # (s)
Current Address	Phone:
	Work;
General contractor:	Phone:
Home Manufacturer:	Phone
House Mover:	Phone
<b>Requirements for House Plans Approval</b>	
Current on all dues and assessments	
Plot Plan of House site	
*\$300 damage Deposit	Check # / Cash
Refunded	Date: Total:
Exceeded	Date: Total:
If less refunded, why?	

\*There is a \$300 Damage deposit required before we can approve your house plans. During your building process if there is any damage to the roads or liter left that must be cleaned up it will be deducted from this amount. The balance will then be refunded to you after the site has been inspected. If the amount exceeds the \$300 it will be billed to you with 1.5% interest per month after 30 days. There will be a \$25 charge for all returned checks.

There is a minimum of 15" culvert required on any driveway or road intersecting an Association road. The Trustee over Roads must approve all culverts.

\_\_\_\_\_  
 Signed Date

\_\_\_\_\_  
 Trustee

\_\_\_\_\_  
 Trustee



Kent Higgins  
 County Fire Chief  
 HC 13 Box 4237  
 Fairview, UT. 84629  
 435-979-6953  
 Fax: 435-427-3283  
 wildland@sanpete.com

# Wildland Interface Permit

Name:

Date

Type of Proposal

- New Residence       New Out Building  
 Additions to Residence       Additions to Out Building

Current

New

Address

PO Box

City  State  Zip

Site Address or Location

Work Phone:

Cell Phone:

Home Phone:

E-mail Address

- Enclose a check for the amount of \$1000, payable to Sanpete County.  
 Mail to PO Box 286 Manti, UT. 84642 or deliver to County Building Dept

Receipt# \_\_\_\_\_

- Other fees

Receipt# \_\_\_\_\_

<b>For official use only</b>		<input type="checkbox"/> Conforming	<input type="checkbox"/> Non-Conforming
Occupant Hazard <input type="checkbox"/>	Ignition Resident Rating <input type="checkbox"/>	<input type="checkbox"/> Water Supply	<input type="checkbox"/> Water Supply
		<input type="checkbox"/> Defensible space	<input type="checkbox"/> Defensible space
Fire Hazard Severity Rating	Fuel Loading Class	Conforming Water Supply Size in GAL	<input type="text"/>
<input type="checkbox"/> Moderate Hazard	<input type="checkbox"/> Light	Elevation	<input type="text"/>
<input type="checkbox"/> High Hazard	<input type="checkbox"/> Medium	Lat.- N 39	<input type="text"/>
<input type="checkbox"/> Extreme Hazard	<input type="checkbox"/> Heavy	Structure Volume	<input type="text"/>
		Long - W 111	<input type="text"/>
<input type="checkbox"/> Inside Wildland Interface Boundary		<input type="checkbox"/> Outside Wildland Interface Boundary	
Comments:			

Official \_\_\_\_\_ Date

Applicant \_\_\_\_\_ Date





Building and Zoning Department

## Building Plans Checklist

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Building plans for new homes and commercial buildings must be drawn to 1/4" scale, minimum 18" X 24", and contain the following drawings and information:

1. **PLOT PLAN** drawn on at least an 8 1/2" by 11" piece of paper showing property setbacks, accessory building, power lines, water line, sewer line, and other related information.
2. **MAIN FLOOR PLAN & STORIES** showing dimensions; room designation, window and door sizes and locations; all walls, beams, headers, lintic and girder sizes; roof and floor framing information; kitchen and cabinet layout; appliance and equipment locations; smoke detectors and other relevant information.
3. **BASEMENT PLAN** showing footings and foundation; room designations; dimensions; all walls; beams, headers, lintic and girder sizes; bearing walls; water heater and furnace; floor drains and plumbing; floor framing information and other relevant information.
4. \* **FLOOR FRAMING & DETAIL PLAN**
5. \* **ROOF FRAMING & DETAIL PLAN**
6. **ROOF & TRUSS ENGINEERING**; truss engineering sheets must be submitted with plan prior to having building permit issued. This engineering data must state design loads, customer name, suppliers name and engineers name and stamp along with current data engineering.
7. **EXTERIOR ELEVATION** showing exterior views, walls, finishes, doors, windows, grades, and structure below grade, etc.
8. **WALL CROSS SECTIONS** showing stair layout, foundation section and footing, rebar placement, insulation depth and type, roofing, blocking, joist, trusses, and other relevant information.
9. \* **MEC CHECK CALCULATION** (contact your mechanical contractor)
10. \* **ELECTRICAL LOAD CALCULATION** (contact your electrician)
11. \* **WINDOW, DOOR, HARDWARE AND HEADER SCHEDULES**
12. \* **FIREPLACE CROSS SECTION, DETAILS**
13. \* **STAIR DETAIL SECTION**
14. **SPECIFICATIONS**: The type of materials used must be itemized or noted on the plans. Type of joist, plates, studs, concrete, rebar. Also, the manufacturer of products, roofing, and other relevant information.
15. A Utah Licensed Engineer Stamp will be required on the following sets of plans:
  1. Structures built other than conventional frame construction (including log), more than one level, large in size, unusual shape of design, foundation type other than concrete, unusual site conditions, site elevation of 6100' or higher, and manufactured homes placed on a basement.

**\*Note: the above requirements may not be all inclusive of the requirements for submitting plans.**

Owner: \_\_\_\_\_

## **SUBDIVISION**

### Single Family Dwelling Checklist

1. Folder
2. Application for permit
  - Job Address
  - Flood
  - Snow Load/ Elevation
3. Owner Builder Certificate or Contractor's Signature
4. Police, Fire & Ambulance Disclaimer (Signed & Notarized)
5. Subdivision Official's Signature - Setbacks and Architectural Setbacks Match Plot Plan
6. Plat Map in Applicants Name (exception: Fairview Lakes & SMR)
7. Plot Plan
8. Copy of Water Rights Approval & Well Drillers Report (exception: Dry Subdivisions or Subdivisions w/ Water)
9. Copy of Septic Tank Permit
10. Four Photos of Property
11. Electrical Load Calculations
12. Heat Loss Calculations / RES Check
13. Roof Engineering / Stamped & Signed
14. Two Sets of Plans
15. Structural Engineering if Required (ie: log, more than 1 level, 6000' elevation or higher, **Sensitive Lands Zone**, large, unconventional, etc.)
16. Wildland Interface Permit Approval (If Required)
17. Conditional Use Permit for Alternative Power Source if off power grid.

# Hideaway Valley

