



# THE LEGENDS

*at Hawkins Creek*

**BY-LAWS OF THE HAWKINS CREEK ESTATES**  
**HOMEOWNERS ASSOCIATION**  
**FOR**  
**THE LEGENDS at HAWKINS CREEK**

1. Application of By-Laws.

1.1 Governing Documents. Articles of Incorporation (the “Articles”) have been filed with the Division of Corporations of the Department of Commerce of the State of Utah to cause the formation of a nonprofit corporation under the Utah Nonprofit Corporations and Cooperative Associations Act (the “Act”) known as The Hawkins Creek Estates Homeowners Association (the “Association”). A Declaration of Covenants, Conditions and Restrictions for The Legends at Hawkins Creek (the “Declaration”) has been executed by Hawkins Creek Estates Development, LLC, a Utah limited liability company (the “Declarant”) and recorded in the office of the Recorder of Weber County, Utah to which all Homesteads and other property within the residential subdivision known as The Legends at Hawkins Creek (“Hawkins Creek”) are subject. The By-Laws of the Association (the “By-Laws”), in accordance with, and subject to the Articles and the Declaration, shall govern the affairs and activities of the Association. The Declaration provides that the Declarant has special powers and authority in the development and management of Hawkins Creek and the Association until certain events occur or certain time periods pass, and these By-Laws are subject to those provisions.

1.2 Binding Effect. All present and future Owners, Mortgagees, and occupants of Homesteads in Hawkins Creek, and their guests, invitees, lessees, renters, agents servants and any other persons who may use the facilities of Hawkins Creek in any manner are subject to the Declaration, these By-Laws and rules and regulations made pursuant thereto.

1.3 Definitions. All terms defined in the Declaration shall have the same meaning as set forth in the Declaration when the defined terms are used in these By-Laws.

1.4 Acceptance, Ratification and Agreement to Comply. The acceptance of a deed or conveyance, the entering into of a contract for purchase or a lease, or the act of occupancy of a Homestead shall constitute an agreement that these By-Laws, the Declaration and any Rules and Regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified, and will be complied with.

1.5 Formative Documents. The Articles of Incorporation are included as Exhibit "C" to this Declaration, and are incorporated by reference as part this Declaration.

## 2. Board of Trustees.

2.1 Five Member Board of Trustees. The affairs of the Association shall be conducted by a Board of Trustees composed of five (5) members.

2.2 Election. The Declarant shall have the right to appoint and remove members of the Board until the sooner of: (a) the sale of fifty one percent (51%) of the Homesteads in Hawkins Creek; or (b) five (5) years after the sale of the first fifteen (15) Homesteads by the Declarant. By instrument signed by the Declarant and duly recorded in the real estate records of Weber County, Utah, the Declarant may elect to relinquish this right to appoint and removed members of the Board of Trustees sooner than provided above. During the time when the Declarant has the authority to appoint and remove members of the Board of Trustees, the members of the Board of Trustees are not required to be Owners of Homesteads or Members of the Association. After the end of the time when the Declarant has the right to appoint and remove members of the Board of Trustees the following provisions shall apply:

2.2.1 At each annual meeting of the Members, the Members shall elect members of the Board of Trustees for the forthcoming year. Nominations for the Board of Trustees shall be made by the Members from the floor in accordance with the Parliamentary Rules set forth hereinafter.

2.2.2 All members of the Board of Trustees shall be required to be Members, as that term is defined in the Declaration.

2.3 Term. Members of the Board of Trustees shall serve for a term of three years; provided, however, that initially, two of the five members of the first Board of Trustees elected shall serve for a two-year term. The other members shall serve for a three-year term. Thereafter, all members elected each year shall serve for a three-year term. The members of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation or removal.

2.4 Resignation and Removal. Any member of the Board of Trustees may resign at any time by giving written notice to the President and Board of Trustees, and any member may be removed from membership on the Board of Trustees by a majority vote of the Members. Whenever there shall occur a vacancy on the Board of Trustees due to death, resignation, removal or any other cause, the remaining members shall elect a successor to serve until the next annual meeting of the Association, at which time said vacancy shall be filled for the unexpired term by the vote of the Members.

2.5 Compensation. The Board of Trustees shall receive no compensation for their services unless expressly provided for and approved in writing by Members holding a majority of the votes in the Association.

2.6 Powers and Authority of the Board of Trustees. The Board of Trustees, for the benefit of the Association, shall enforce the provisions of the Declaration, The By-Laws and Rules and Regulations governing Hawkins Creek.

2.6.1 Subject to the provisions of the Declaration and these By-Laws, the Association shall arrange and pay for out of the funds of the Association the following:

(a) Water, sewer, garbage collection, snow removal and other necessary utility service for the Common Areas.

(b) Policies of insurance of the types and with the limits of coverage set forth in Section 5.11 of the Declaration.

(c) The services of the Maintenance Manager.

(d) Legal and accounting services necessary or proper in the operation of the Common Areas or the enforcement of the Declaration.

(e) Installation, maintenance, repair and replacement of any improvements and all landscaping within the Common areas, the Easements, all parking areas owned by the Association, and such furnishings, finishings and equipment for the Common Areas and Easements as the Board of Trustees from time to time shall determine are necessary and proper.

(f) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance taxes or assessments which the Board of Trustees is required to secure or pay for pursuant to the terms of the Declaration or these By-Laws, or which, in its opinion, shall be necessary or proper for the operation of the Common Areas, the Easements, or for the enforcement of the Declaration.

2.6.2 The Board of Trustees shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from Association Funds. This provision shall not be construed to prohibit the Board of Trustees from delegating such authority as it deems appropriate to the Maintenance Manager.

2.6.3 The Board of Trustees, in addition to all powers granted in the Declaration and permitted by law, shall have the right to acquire, operate, lease, manage and otherwise trade and

deal with property, real or personal, as may be necessary or convenient in the operation and management of Hawkins Creek, and in accomplishing its purposes set forth in the Declaration, and the right to borrow funds, open bank accounts, authorize signatories and to deal with all matter relating to the operation of Hawkins Creek.

2.6.4 Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by all of the Board. The trustees may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

2.7 Quorum, Election of Officers. Three (3) members of the Board of Trustees shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board of Trustees. The officers shall be elected at a meeting of the Board of Trustees to be called immediately following the annual meeting of the Association. If an officer ceases to serve due to resignation, death or removal, the Board of Trustees may elect a replacement officer as soon after such event as is reasonably practicable without waiting for the next annual meeting.

2.8 Frequency, Time and Place of Regular Meetings. Other than the annual meeting of the Board of Trustees which takes place after the annual meeting of the Members of the Association, regular meetings of the Board of Trustees shall be held at such intervals and at such place and time as the Board of Trustees may determine from time by resolution.

2.9 Special Meetings of the Board of Trustees. Special meetings of the Board of Trustees may be called by or at the request of the President or any majority of the Board of Trustees. Special meetings are any meetings other than the annual meetings or the regular meetings scheduled as set forth in Section 2.8 above. Notice of special meetings of the Board of Trustees shall be given to each member of the Board of Trustees orally or in writing at least twenty-four hours before the time fixed for the meeting.

2.10 Waiver of Notice. Except for notice of special meetings of the Board of Trustees, as provided in Section 2.9 above, notice need not be given of meetings of the Board of Trustees. In addition to regular and special meetings, whenever all members of the Board of Trustees meet to conduct business of the Association, such meetings shall be valid for all purposes. No call or notice of any special meeting of the Board of Trustees shall be necessary if all members of the Board of Trustees meet together for such a meeting, or if waiver of call and notice are signed by all members of the Board of Trustees.

### 3. Meetings of the Members of the Association.

3.1 Quorum and Voting. The presence in person or by proxy at any meeting of the Members of the Association, representing a majority of the total of all

votes vested in Members, in response to notice to all Members properly given in accordance with the terms of the Declaration, shall constitute a quorum. In the event that the total number of Members present does not represent a majority of votes, the meeting shall be adjourned until a time agreed upon by the majority of those present, within fourteen (14) days, at which time it shall reconvene and the presence of Members representing a majority of votes shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Members of the Association where a quorum is present, upon the affirmative vote of a majority of the votes of the Members present.

3.2 Annual Meeting. There shall be an annual meeting of the Members of the Association on the first Thursday in December, at the main entry gate to Hawkins Creek, or at such other reasonable place or time (not more than sixty days before or after such date) as may be designated by written notice from the Board of Trustees if personally delivered or sent by first class United States Mail to the Members not less than fifteen days prior to the date fixed for said meeting. At or prior to such meeting, the Board of Trustees shall furnish to the Members a proposed budget for the next fiscal year that shall itemize the estimated Common Expenses and Assessments for the fiscal year with the estimated allocation thereof to each Member, and a statement of the Common Expenses and Assessments for the fiscal year just concluded with an itemization of receipts and disbursements for that year and the allocation to each Member of those amounts.

3.3 Special Meetings. Special meetings of the Members of the Association may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board of Trustees or by any ten Members, and personally delivered or sent by first class United States Mail not less than fifteen days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered at the meeting.

3.4 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of meetings of the Members of the Association when not in conflict with the Declaration or these By-Laws.

3.5 Waiver of Irregularities. Any inaccuracies, irregularities, or errors, in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

3.6 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if all of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

4. Officers of the Association. The officers of the Association shall be a President, Vice President and Secretary/Treasurer and such other officers as the Board of Trustees may from time to time deem appropriate. Until the end of the time when the Declarant has the right to appoint and remove members of the Board of Trustees, as described in

Section 2.2 above, the officers of the Association do not have to be Members of the Association. After that time, any officer must be a Member. The President must be a member of the Board of Trustees. No officer shall receive compensation for serving as such. Officers shall be annually elected by, and may be removed and replaced by the Board of Trustees as provided in Section 2.7 above.

4.1 President. The President shall be the chief executive of the Association and the Board of Trustees and shall exercise general supervision over the property and affairs of Hawkins Creek. Contracts and other documents shall be binding on the Corporation when signed by the President or Vice President and one other officer of the Corporation. In addition to signing contracts and other documents, the President shall do and perform all acts and things which the Association may require. The President shall have the authority to delegate said powers to other officers or committees.

4.2 Vice President. The Vice President shall have such duties to assist the President in administration of the affairs of the Association as the Board of Trustees shall from time to time specify by resolution. Contracts and other documents shall be binding on the Corporation when signed by the President or Vice President and one other officer of the Corporation. In the event of the President's absence or inability to act, the Vice President shall have the powers of the President.

4.3 Secretary/Treasurer. The Secretary/Treasurer shall keep minutes of all proceedings of the Board of Trustees and of the meetings of the Association and shall be responsible for the fiscal affairs of the Association and keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Trustees. The Secretary/Treasurer shall be responsible for the daily handling of income and expense payments of the Association, subject to the requirement that any check or other expenditure of Association funds over the amount of \$500.00 shall require at least two signatures, of the President or Vice President and one other officer of the Corporation. In the event of the absence or inability to act of the President and the Vice President, the Secretary/Treasurer shall have the powers of the President and Vice President.

## 5. Indemnification

5.1 Indemnification Against Third Party Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2 Indemnification Against Member Actions. The Association may defend and indemnify the Officers and Trustees against all actions, claims, and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Officers and Trustees. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable

attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3 Request for Indemnification. When any Officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an Officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

6. Fiscal Year. The fiscal year of the Association shall begin January 1 and end December 31 next following.

7. Common Expenses and Assessments.

7.1 Assessments. All Annual Assessments, Special Assessments and Compliance Assessments shall be assessed and administered as provided in Article 5 of the Declaration.

7.2 Annual Budget. The Annual Budget shall be prepared by the Board of Trustee or their designee and presented as provided in Section 5.3 of the Declaration. If for any reason the Board of Trustees fails to prepare the Annual Budget on schedule, the most recent Annual Budget of the Association shall control and Annual Assessments shall be made based on the previous year's budget.

8. Abatement and Environment of Violations by Members. The violation of any Rules or Regulations adopted by the Board of Trustees or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Trustees the right, in addition to any other rights set forth in these By-Laws or in the Declaration to do the following:

8.1 Right of Entry and Abatement and Removal. Enter the Homestead on which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Member, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Declaration, the Design and Development Guidelines, or the By-Laws.

8.2 Injunction and Other Legal Action. Enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any such breach.

9. Rental or Lease of Homesteads. The provisions of the Declaration, By-Laws and the Rules and Regulations enacted thereunder shall apply with equal force to all renters or lessees of part or all of any Homestead within Hawkins Creek. Any Member who rents or leases a Member's Homestead shall be responsible for the conduct of the Member's tenants, and, upon written notice from the Board of Trustees, said Member shall be responsible for correcting violations of the Declaration, By-Laws or Rules and Regulations of Hawkins Creek committed by such tenants. If a Member fails to correct violations by tenants within seventy two (72) hours of such notice, the Board of Trustees shall be deemed to be the agent of the Member and empowered to take any enforcement action the Member would be entitled to take, the costs of such action, including reasonable attorneys fees, costs and expenses, to be payable by the Member within thirty (30) days. Such costs shall be collected and enforced in the same manner as Assessments. The power of the Board of Trustees hereunder shall include but not be limited to all legal remedies available under the laws of the State of Utah. Any Member, by the act of renting or leasing it's Homestead, shall be deemed to have consented to these procedures and shall indemnify and save harmless the Board of Trustees from and against any and all liability therefor. It is expressly understood that the remedies available to the Board of Trustees shall include but not be limited to the right to seek eviction of the tenant without any liability to the Member.

10. Special Committees. The Board of Trustees by resolution may designate one or more special committees, each committee to consist of two or more Members, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committees shall have such name or names as may be determined from time to time by the Board of Trustees. Such special committees shall keep regular minutes or their proceedings and report the same to the Board of Trustees when required. The members of such special committees shall be appointed by the Board of Trustees or its President.

11. Rules and Regulations. The Board of Trustees shall have the right to adopt and amend such Rules and Regulations as may be reasonably necessary, consistent with the Declaration and the By-Laws for the purpose of governing the details of the operation and use of the Homesteads, Common Areas and Easements. Copies of the Rules and Regulations shall be furnished to each Member prior to the time the same shall become effective.

12. Audit. Any Member may, at any reasonable time and at the Member's own expense, cause an audit or inspection to be made of the books of account of the Board of Trustees pertaining to Hawkins Creek. The Board of Trustees, as a Common Expense, may obtain an annual audit by an independent public accountant of the books of account of the Association.

13. Books and Records. All Members and all Eligible Mortgage Holders shall be entitled to inspect the books and records of the Association during normal business hours.

14. Interpretation. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Hawkins Creek.



Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way to define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

16. Amendments. These By-Laws may be amended upon the written approval of Members holding at least sixty percent (60%) of the total votes of the Association. Upon approval, the Amended By-Laws shall be acknowledged by the Board of Trustees and shall be effective upon recordation. Copies of the Amended By-Laws shall immediately be furnished to all Members.

17. Effective Date. These By-Laws shall take effect on May 1, 2007.

(On File)  
\_\_\_\_\_  
Keith B. Smith, Trustee

**VERIFICATION AND ACKNOWLEDGMENT**

The undersigned hereby verifies that the foregoing is a true and correct copy of the By-Laws of The Hawkins Creek Estates Homeowners Association, duly adopted by the Board of Trustees of the Homeowners Association, for The Legends at Hawkins Creek, a residential subdivision in Weber County, Utah, the legal description for which is fully set forth in Exhibit "A" attached hereto and incorporated herein.

(On File)  
\_\_\_\_\_  
Keith B. Smith  
Trustee and President of the  
Association

STATE OF UTAH        )  
                                  ss  
COUNTY OF WEBER )

The foregoing instrument was sworn to and acknowledged before me this 23rd day of April 2007, by Keith B. Smith, Trustee and President of The Hawkins Creek Estates Homeowners Association.

SEAL:

(On File)  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT “A”**

Weber County Subdivision, “The Legends at Hawkins Creek, a Cluster Subdivision”.  
Otherwise known as:

All that land in Weber County, State of Utah, located in the Southwest Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey, excepting therefrom land conveyed to Weber County for Snowbasin Road (Utah Highway 226), on that certain Final Subdivision Plat for The Legends at Hawkins Creek, which was recorded on April 12, 2006, as Entry No. 2172623, in the Office of the Recorder of Weber County, Utah.

**EXHIBIT “B”**

**HOMEOWNER ASSOCIATION FEES**

Fees may be adjusted at any time at the discretion , and majority vote, of the Association

Annual Association Fees, 2007-2008, are to be \$1,000.00 per deeded Homesite

Utility Connection Fees are currently set at \$4,700.00 per deeded Homesite

These Fees cover Culinary Water and Sewer Connections, only.

Homesite Connection to the Natural Gas Service is controlled by Questar Gas

NOTE: A building permit will not be issued to any applicant by Weber County unless the Owner can confirm that he has an approved water service connection. As such, an Owner within Hawkins Creek will not be able to obtain a building permit from Weber County until and unless the appropriate connection fees have been paid, the SARC has approved his development application and the Association has signed the water service connection application.

Checks should be made payable to Hawkins Creek Estates Homeowners Association.



*Hawkins Creek Estates Homeowners Association*

P.O. Box 213    Huntsville, UT    84317

*www.HawkinsCreek.com*

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**HAWKINS CREEK WATER & SEWER RATE SCHEDULE - 2010**

**HAWKINS CREEK WATER SYSTEM –**

**Availability –**

This schedule is for approved water to be delivered through a meter at a single Point of Delivery for a single family residence and/or homesite.

Each separate dwelling or living unit shall be metered. Each dwelling or living unit physically connected to the Company's lines shall be charged at least the monthly minimum fee regardless of whether any water is consumed during any given month or months. And any overage shall be billed at the following consumption rate.

All Customers which are not physically connected to the Company's water distribution lines shall pay a Stand-By Fee of \$10.00 per month per homesite.

Water Rights are issued by Weber Basin Water Conservancy District and are billed directly to the HOA. Each Customer is responsible for 1/41 (one lot percentage) of the annual total which will be billed without markup to the lot owner.

**Monthly Billing Rate –**

<b><u>Monthly Gallons Consumed</u></b>	<b><u>Monthly Rate</u></b>
-0- to 8,000	\$35.00
8,001 to 12,000	\$3.00 per 1,000 gallons
12,001 to 20,000	\$3.50 per 1,000 gallons
20,001 to 40,000	\$4.00 per 1,000 gallons
40,001 to 60,000	\$5.00 per 1,000 gallons
60,001 to 80,000	\$6.00 per 1,000 gallons
Over 80,000	\$7.00 per 1,000 gallons

**HAWKINS CREEK SEWER SYSTEM –**

2010 Monthly Usage Fee - \$43.00 / month

All Customers which are not physically connected to the Company's sewer disbursement lines shall pay a Stand-By Fee of \$15.00 per month per homesite.

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**All Monthly Minimums and Stand-By Fees are billed on an Annual Basis.**