



Dear Hardware Park Mountain Estates Landowner:

The Board of Trustees of the Hardware Park Mountain Estates Landowner's Association is proposing some minor changes to the Association's governing documents. These changes include the addition of two definitions, restructuring the fees charged per lot based on whether additional unimproved lots are adjacent to those an owner already owns, actions to be taken when fees are not paid for two years, placing a limit on the size and number of accessory buildings that can be erected per lot, and a change in hunting policy that will disallow the issuance of hunting permits to any landowner not current in the payment of fees and assessments.

We are sending this notice to all owners as required by the bylaws. A complete copy of the bylaws and restrictive covenants can be downloaded at:

[www.hpme.org](http://www.hpme.org)

These changes will be voted on during the March 17, 2022 General Meeting of the Landowners. That meeting will also involve a key exchange. The key exchange will begin at 6:00 PM. The General Meeting of Landowners will begin promptly at 7:00 PM. You will need to bring all your old keys to receive keys and be current in your payment of fees.

The General Meeting of Landowners will be held at the Syracuse City Community Center located at:

1912 W 1900 S, Syracuse, Utah

To participate in the work credit program, a landowner or his/her proxy must be present at this meeting. The proxy form can be downloaded from the website. A completed form must be presented to the secretary that evening to vote and qualify for work credit.

Hope your family is doing well and looking forward to the summer.

Respectfully,

Mike Gailey, Secretary

Bylaw Changes

Definitions

<u>Governing Documents of the Association</u>	The Articles of Incorporation, the Bylaws, the Restrictive Covenants, and the Water Site Plan of the Association
<u>Good Standing</u>	Any landowner whose fees and assessments are current with the Association.
<u>Guest</u>	All individuals not identified as immediate family.
<u>HPME</u>	Hardware Park Mountain Estates
<u>Hue</u>	The basis of a color, e.g. whether it is a red or green.
<u>Immediate Family</u>	These relations to the member landowner(s): Spouse Sons and daughters and their spouses Grandchildren and their spouses Parent of the member landowner(s) and his/her spouse's parents.
<u>Improved Lot</u>	A lot which has been improved with any permanent structure or infrastructure.
<u>Infrastructure</u>	The basic physical and organizational structures and facilities (e.g., buildings, roads, power supplies and water systems) needed for the operation of a society, enterprise, or community.

**ARTICLE V – MEMBERSHIP and MEMBERSHIP RIGHTS**

- 5.1 Membership:** Membership in the Association requires ownership of at least one lot within HPME. All lot owners are members of the Association, without exception.
- 5.1.1 **Joint Membership:** When more than one person holds interest in any lot, all such persons shall be considered members. The voting rights for such a lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot assessment.
- 5.2 Voting Rights:** Each member lot owner is entitled to voting rights based on the following assessment schedule:

<b>Lot Description</b>	<b>Assessments Levied</b>	<b>Voting Rights</b>
First lot, improved or unimproved.	One annual membership dues assessment. One annual road maintenance assessment. One, special assessment, if levied by the Board.	One vote.
Additional lots, improved	One annual membership dues assessment. One annual road maintenance assessment. One, special assessment, if levied by the Board.	One additional vote per lot.
Additional Unimproved Lot -Nonadjacent	Additional road maintenance assessment. One, special assessment if levied by the Board for Roads.	No additional vote
-Adjacent	No additional charges	No additional vote

- 5.3 Unrestricted Right of Passage:** All member lot owners in good standing are granted unrestricted access to all Association roadways.

**5.4 Common Ownership in Shared Water Rights:** All member lot owners in good standing are granted access to all Association owned and operated water resources for culinary use only.

**5.5 Reserved:**

## **ARTICLE XII – ASSESSMENTS**

**12.1 Power of Assessment:** The power of financial assessment of member lot owners is granted to the Board.

12.1.1 Fees, Dues and Assessments Established by Resolution of the Board: All fees, dues and assessments, either special or otherwise, are to be reviewed and established by resolution of the Board annually at the January meeting.

**12.2 Member Lot Owner Obligation for Fees, Dues and Assessments:** Association member lot owners are obligated to pay annual Association dues as well as a road maintenance assessment or any other special assessment levied by the Board.

12.2.1 Due Date of Annual Fees and Assessments: All fees and assessments are due and payable on April 1<sup>st</sup> each year.

12.2.2 Past Due Status: Any fee or assessment not paid and recorded by the treasurer of the Association by September 1<sup>st</sup> each year shall be considered past due.

12.2.3 Default Status: Any fee or assessment not paid and recorded by the treasurer of the Association by March 31<sup>st</sup> of the next year shall be considered in default.

12.2.3.1 Penalties Levied for Fees and Assessments in Default:

- A ten percent (10%) penalty for all fees and assessments remaining unpaid from previous years shall be assessed each member lot owner each year such monies remain in default.
- All costs associated with the collection of any and all default fees and assessments, including but not limited to penalties, interest, reasonable attorney fees, court costs and liens, shall be the responsibility of the member lot owner.
- No new or additional security keys shall be issued to any member lot owner having fees and assessments in default.
- **Liens:** Any property in default of the payment of fees, dues and assessments shall be subject to a lien on said property filed by the Association to the County after two years.
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**12.3 Nonmember Lot Owner Obligation for Road Maintenance Assessment:** Nonmember lot owners possessing property beyond Association boundaries are obligated to the annual road maintenance assessment levied member lot owner properties and gain the following rights:

- Restricted Right of Passage
- One Security Key

**12.4 Reserved**

### Restrictive Covenant Changes

**4.1 Cabin Construction:** No lot shall be improved, used or occupied for other than a private single family residence and shall be limited to two (2) stories above the natural grade.

4.1.1 Site and Building Plan Approval: Prior to any new construction and county permitting, site and building plan approval shall be obtained from the Planning and Development Committee.

4.1.1.1 Plans to Call Out Building Materials and Color: Plans for all structures erected, must include a list of materials and colors to be used for roofing and siding. All building materials shall blend with the natural environment. All roof and siding material shall be nonreflective. All siding materials or paint shall be earth tones, subdued in hue and value [saturation].

4.1.1.2 Minimum Cabin Size: No dwelling shall be permitted on any lot in which the floor space of that level at grade is less than three hundred and fifty (350) square feet.

4.1.1.3 Set Back of Residence: No residence or any type of approved building shall be erected on any lot nearer than forty [40] feet to an Association roadway, or thirty [30] feet to any property line.

4.1.2 County Permitting: All construction shall be subject to County regulations and permitting practices, except where Association policies are more restrictive.

4.1.2.1 Sewage and Drainage: All sewage and drainage regulations of the County and the Bear River Health Department shall be requirements within the Association.

4.1.3 **Accessory Buildings:** In addition to a single dwelling pursuant to the regulations of these covenants, a maximum of 2 (two) permanent outbuildings per 10-acre parcel may be built. An outbuilding shall be a single-

story structure of less than 250 square feet. The external finishes of outbuildings are held to the same requirements and standards as primary dwellings. Any outbuilding exceeding 100 square feet in size shall require approval of the development committee prior to any construction activities. The development committee will review both the plans, and site plan, before formal approval is granted. Depending on the size and location of the proposed outbuilding, Cache County may require a use permit. It is the responsibility of the property owner to ensure all county regulations and permitting requirements are adhered to.

- 4.2 Hunting:** Hunting of game is permitted by Association-issued permit only. [see [www.hpme.org](http://www.hpme.org) for application]
- 4.2.1 Title 23 - State Statute: The following acts, among others are unlawful [see Title 23 Utah State Code – <http://le.utah.gov>]:
- The discharge of any firearm 30 minutes after sundown or 30 minutes before sunrise.
  - The discharge of any firearm within 600 feet of any cabin or out building without written permission of the owner.
  - The discharge of any firearm over any roadway.
  - The discharge of any firearm from a vehicle or ATV.
  - Having a round chambered while traveling in any vehicle or ATV.
- 4.2.2 The Right to Restrict Hunting: Each member lot owner reserves the right to give notice and post his/her land to hunting. By doing so he/she opts out of the Association Hunting Coop and is denied hunting rights on all other Association-managed properties. Changed 3.2020
- 4.2.3 The Right to Hunt on Association Property: Hunting on all Association managed properties is limited to:
- Member lot owner(s)
  - Immediate family
- 4.2.4 No Guests. [Security gate keys are to be lent to immediately family only for hunting purposes.] Changed 3.2020
- 4.2.5 Liability of Member Lot Owner during a hunt: The Association assumes no liability for personal injury or property damage as a result of hunting. Each member lot owner is liable for personal injury, property damage and actions stemming from trespass caused by immediate family or any and all guests during any legal hunt.
- 4.2.6 Once in a Lifetime Hunts: Only member lot owners and their immediate family may have access to HPME for these hunts. [changed 3.2020]
- 4.2.7 Landowners Not in Good Standing: No permit will be issued to landowners not in good standing with the Association.