

E 2563122 B 5141 P 1017-1049
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/29/2010 10:55 AM
FEE \$80.00 Pgs: 33
DEP RTT REC'D FOR CENTERVILLE CITY

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS ^D
LEGACY CROSSING AT PARRISH LANE

06-336-0001 thru 0007

Bylaws
Of
Legacy Crossing Owners Association, Inc

Articles of Incorporation
Of
Legacy Crossing Owners Association Inc

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
LEGACY CROSSING AT PARRISH LANE

THIS INSTRUMENT, dated this 20th day of October, 2010, is executed by LEGACY CROSSING, LLC and PARRISH LAND HOLDINGS, LLC (hereinafter sometimes referred to as "Declarant") and by such other parties, if any, as are signatories to this instrument (all of which parties are hereinafter sometimes collectively referred to as the "Signatories," and each or any of which parties is hereinafter sometimes referred to merely as a "Signatory").

RECITALS:

1. Each of the Signatories has an interest in one or more of the Lots of real property described below. The Lots are contiguous and, when taken together, comprise a single tract of realty without break or interruption ("Property").

2. It is contemplated that the Lots will or perhaps may be separately owned, encumbered, leased, or otherwise dealt with. The Signatories recognize that it would be necessary or desirable to create an arrangement suitable to such state of affairs and accordingly have agreed that each of the Lots shall be burdened or benefited by certain easements, covenants, restrictions, and requirements. The Signatories desire to reduce to writing their understanding and agreement respecting such matters and to effectuate such agreement by an appropriate instrument.

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions, and requirements set forth below, the Signatories and each of them hereby consent, acknowledge, and agree to all of the following terms and provisions. Each of the Signatories, with respect to the Lot(s) in which each Signatory has an interest, or with respect to the rights concerning a Lot or Lots which are held by or vested in such signatory, hereby grants such rights and easements, hereby agrees to such covenants, restrictions, and requirements, and hereby agrees that the interests held by such Signatory with respect to a Lot or Lots shall be subject and subordinate to the arrangement provided for in this instrument (as the case may be), as is, are, or may be necessary to effectuate each and all of the terms and provisions set forth below and to make the arrangement provided for in this instrument prior and superior to the interests in or rights concerning any Lot which are held by or vested in any Signatory.

1. DEFINITIONS. As used in this instrument each of the following terms shall have the indicated meaning, and where applicable, these definitions shall constitute enforceable covenants and easements as described below:

1.1. Lots shall mean and refer to the six (6) lots of land (Lots 1 through 6), known as Legacy Crossing at Parrish Lane (hereinafter referred to as the "Plat"), situated in Davis County, State of Utah, that are described on Exhibit A attached hereto and made a part hereof by this reference, together with all improvement thereon at the time in question. Lot shall mean and refer to each or any of the Lots.

1.2. Owner shall mean and refer to the party which at the time concerned is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or of an undivided fee interest in a Lot or in any portion of the Lot concerned. In the event there is more than one Owner of the Lot involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this instrument shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.3. Occupant shall mean any person, firm or company who shall be from time to time entitled to the use and occupancy of space located within the Lots by virtue of any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.4. Mortgage shall mean and refer to both a recorded mortgage and a recorded deed of trust, and Mortgagee shall mean and refer to both the mortgagee under a recorded mortgage and the beneficiary under a recorded deed of trust.

1.5. Building Area shall mean, refer to, and include the area on each Lot upon which building(s) are constructed. On Lots 1-6, all building(s) shall be constructed so as not to encroach on any easements shown on said Plat and not to unreasonably interfere with the use of the Common Areas as herein defined, unless otherwise approved by Legacy Crossing LLC (or assigns) and the easement holder.

1.6. Common Areas shall mean, refer to, and include all of the areas of Lots 1-6, excluding Building Areas, which are intended and designed for use for vehicles, approaches, exits, entrances, driveways, sidewalks, and landscaped areas, incidental and interior roadways, service roads and other similar areas, and lighting and drainage facilities as the same may now exist or be composed of from time to time in the future.

1.7. Owners Association shall refer to the Legacy Crossing at Parrish Lane Owner's Association, a Utah non-profit corporation, which shall be charged with the administration and maintenance of the Common Areas as herein defined.

1.8. Architectural Review Committee shall refer to the Declarant and one licensed Architect and one Landscape Architect as appointed by the Declarant.

2. COMPOSITION AND USE OF COMMON AREAS. The Common Area on each Lot shall be that area upon which building(s) and improvements are not constructed. After the construction of building(s) and improvements, thereafter the balance of the Lot shall be and remain Common Area, and none of such Common Area shall be changed in any material respect without the prior written consent of the respective Owners of all Lots, which consent shall not be unreasonably withheld.

3. EASEMENT FOR VEHICULAR ACCESS. Lots 1,2,3,4,and 6 shall have appurtenant thereto, and be burdened by, such nonexclusive cross easements benefiting each of the Lots for ingress and egress by vehicular traffic, on, over, and across the Common Areas, and between any Lot and any public streets or alleys now and hereafter abutting or located on any portion of said Common Area; limited, however, to those portions of the Common Area which are improved by the Owner thereof from time to time for vehicular access ways as such portions may be reallocated from time to time by such Owner.

4. EASEMENT FOR PEDESTRIANS. Each of the Lots 1 through 6 shall have appurtenant thereto and be burdened by nonexclusive cross easements benefiting each of the Lots for the purpose of pedestrian traffic between each Lot, using sidewalks and paved areas (as the same may be constructed from time to time), and

4.1. Each other Lot which is contiguous thereto;

4.2. The public streets and alleys now or hereafter abutting or located on any portion of any Lot.

5. EASEMENT FOR PARKING MOTOR VEHICLES. Lots 1,2,3,4,and 6, in those areas designated for the parking of motor vehicles, shall have appurtenant thereto and be burdened by nonexclusive cross easements benefiting each Lot for the parking of motor vehicles in such areas for the customers, invitees and employees of all businesses and occupants of the building(s) to be constructed on any of the Lots, with the intent that the Common Areas of each Lot shall be configured to create a seamless parking lot over Lots 1,2,3,4, and 6, and a

common scheme of on-site detention of flood waters and drainage. The parties hereto may from time to time mutually designate and approve employee parking areas; however, if they do not, each party may designate employee parking areas on its own Lot.

6. EASEMENTS FOR UTILITIES. Each of the Lots shall have appurtenant hereto and be burdened by nonexclusive cross easements benefiting each Lot for the installation, use, testing, connection to, operation, maintenance, repair, replacement, and removal of water lines and systems, telephone lines and systems, gas lines and systems, sanitary sewer lines and systems, electrical lines and systems, storm drains, drainage lines and systems, and any other utility lines or systems hereafter developed to serve one or more of the Lots. The Owner of the Lot installing any of the aforementioned utility system(s) shall be responsible to restore all areas affected by the installation and construction thereof to its pre-existing condition, including but not limited to replacement of asphalt, cement or landscape. Furthermore, all such utilities or services shall be installed in a workman-like manner, completed in a reasonable time, and the party installing said utility or service shall bear all costs incurred in the installation of the same. All such utility facilities shall be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Common Area of any Lot or improvements, on which such utility facilities are located. The parties understand and agree that items such as manhole covers, hydrants, stand pipes, meters, control valves, transformers and such other similar items customarily required to be located above ground will not be required to be installed underground.

7. EASEMENTS FOR ACCESS. Each of the Lots shall be subject to and burdened by nonexclusive cross easements benefiting each of the Lots in accordance with the access points and driving lines shown on the Plat, or as hereafter designated by Legacy Crossing LLC, between each Lot and any of the public streets and ways abutting or crossing any portion of the Common Area of any Lot for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

8. EASEMENTS FOR CONSTRUCTION. Each of the Lots shall be subject to and burdened by nonexclusive cross easements benefiting each of the Lots for the purpose of constructing the improvements on each lot.

9. FIRE AND EMERGENCY ACCESS. Each of the Lots shall be subject to and burdened by nonexclusive cross easements benefiting each of the Lots for fire protection and emergency access for pedestrian and vehicular access, ingress and egress, over, across, on or through the Common Areas of each lot.

10. EASEMENTS FOR SELF-HELP. Each of the Lots shall be subject to and burdened by non-exclusive cross easements benefiting each of the Lots for rights of entry and easements over, across and under each Lot for all purposes reasonably necessary to enable any other Owner of a Lot to perform maintenance and repair to the Common Area located on said Lot, in the event the Owner of said Lot has defaulted by its failure to comply with any of the provisions of this Agreement. Such right shall only arise after the delivery of written notice of the default to the defaulting Owner and the expiration of a thirty (30) day right to cure by the defaulting Owner.

11. EASEMENTS FOR SURFACE WATER DRAINAGE. Each of the Lots shall be subject to and burdened by non-exclusive cross easements benefiting each Lot for the flow of a reasonable volume of surface water to the nearest drainage catch basin or waterways.

12. SIGN EASEMENT. Legacy Crossing LLC reserves a perpetual easement for the construction and maintenance of signage on Lots 2 and 3, including but not limited to an easement for ingress and egress to said signage.

13. RESERVED PUBLIC EASEMENT- CENTERVILLE CITY. Centerville City and all public utilities are reserved the right to utilize the roads and parking lots of the project for ingress and egress to service all

utilities and for fire and police protection (including the right of traffic enforcement).

14. PROHIBITION OF BARRIERS. Except as may be reasonably necessary or appropriate during periods that construction activities are ongoing, or during periods when improvements may be unsafe or unusable due to damage or destruction, there shall not be constructed or erected within any of the Lots or on the perimeter of any of the Lots, any fence, wall, barricade, or obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded flow of vehicular or pedestrian traffic between and among the Lots, or the ability to have an unobstructed view of any of the Lots.

15. BUILDING RESTRICTIONS. No building or structure shall exceed the height restrictions as established by Centerville City ordinances. In order to maintain the architectural integrity of Lots 1-6, Legacy Crossing LLC, its successors and assigns, shall have the right to approve the architectural style of any and all buildings and improvements placed upon Lots 1-6, including but not limited to the buildings' architectural design, building grade and location, landscaping, signage, and location of parking, which approval shall not be unreasonably withheld. All buildings shall be located on the building envelope shown on the Plat. All ingress and egress approaches from public accesses shall be coordinated for the benefit of all Owners, and any decision of Legacy Crossing LLC (or its assigns) as to type and location shall be final. No plans shall be submitted to Centerville City for approval until architectural approval of the building and site plans has been given by the Legacy Crossing Architectural Review Committee and Legacy Crossing LLC, or its assigns (including landscaping). The Architectural Review Committee shall approve plans for any buildings proposed for erection, placement, or alteration within the Legacy Crossing at Parrish Lane Subdivision Plat. Centerville City may require that building permit applications show evidence that the Architectural Review Committee has approved the proposed building plan.

16. USE RESTRICTIONS. All uses shall conform to the Development Agreement with Centerville City.

17. OPERATION AND MAINTENANCE OF COMMON AREAS. The Common Areas shall be operated and administered, and shall be kept in reasonably clean, orderly, attractive, and usable condition and in a good state of maintenance and repair, by the Association.

18. CONTRIBUTIONS TOWARD OPERATING EXPENSES OF COMMON AREAS. All of the "Operating Expenses" pertaining to Common Areas, which shall mean and include all out-of-pocket costs and expenses of the Association which are in any way incurred in connection with the operation or maintenance of the Common Areas located within the Lots including, but not limited to, insurance, charges payable to or for utilities, costs of cleaning, repairs, maintenance, costs of lighting, resurfacing, slurry seal, repainting, re-striping, replacing damaged or worn-out improvements or landscaping, sweeping and janitorial services, costs of traffic and parking regulation and control, shall be paid for by the Association. Each Owner shall in turn pay its proportionate share of the costs of maintaining the Common Areas as defined above, by the relative percentage of square footage of property that is designated as Common Areas. Until the properties are built, the percentage applicable shall be based upon assumed Common Areas based upon a reasonable building plan which shall be determined in the sole discretion of Legacy Crossing LLC, or its assigns, until building occurs. Assessments shall be assessed by the Owners Association pursuant to its authority under this Agreement and its Articles of Incorporation and Bylaws. Where major capital replacements are required, the Association shall further have the right, upon a finding of necessity by the Board of Trustees of the Owners Association, to require that special assessments be assessed for the repair or replacement of Common Areas. Any regular or special assessment so charged and not paid within thirty (30) days of receipt of a statement shall bear interest at the rate of 18% per annum. The Owner of the Lot at the time of the assessment shall be and remain personally liable for such assessment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. In the event of non-payment, the Association shall have the right to collect the required amount, together with interest and all costs and expenses of collection, including reasonable attorney's fees. The Association shall further have the right to place a lien for any assessments against the Lot, if not paid within sixty (60) days from billing, and to foreclose on the lien as a mortgage, as allowed by applicable Utah

law. All liens of the Association shall be subordinate to any first lien financing on any Lot. For major expenses for replacement, such as asphalt or other major replacements, the Association may elect to assess a more moderate monthly charge for a replacement reserve account.

19. SPECIAL CITY ASSESSMENTS. In addition to special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets and Common Areas as a result of activities of Centerville City, in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise, is in Centerville City, up to and including the meters for individual units, and that all such facilities must be installed and maintained to Centerville City specifications.

20. MEMBERSHIP AND VOTING RIGHTS.

20.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

20.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all the Owners other than the Declarant. Class A Members shall be entitled to one vote for each Lot. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to Class A Membership when the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.

20.3. Multiple Ownership Interests. In the event there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the Vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

21. RULES AND REGULATIONS. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners.

22. UTILITIES. Each Owner shall pay for all utility services which are separately billed or metered to individual Lots by the utility or other party furnishing such service. Any utilities servicing common areas not chargeable to a Lot shall be paid by the Association.

23. INSURANCE. The Association shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: Legacy Crossing at Parrish Lane

Owner's Association, for the use and benefit of the individual Owners and mortgagees, as their interests may appear.

(b) A comprehensive policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Lot or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury or property damage arising out of a single occurrence, such coverage to include protection against water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced, and shall contain a "severability of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

(2) All policies shall be written by a company holding a rating of Class IV or better from Best's Insurance Reports or equivalent rating. Each insurer must be specifically licensed in the State of Utah.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association, without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

(6) Notwithstanding any provision to the contrary herein, so long as a mortgagee or its designee holds a mortgage or beneficial interest in a trust deed on a Lot or Lots, insurance policies shall meet all requirements and contain such other coverage and endorsements as may be required from time to time by the mortgagee or its designee.

(7) Mortgagee Clause. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The mortgagee clause must provide that the insurance carrier shall notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in, or cancellation of, the policy.

(8) Review of Insurance. The Association shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Lot and to the holder of any mortgage on any Lot who shall have requested a copy of such report. Copies of every policy of insurance

procured by the Association shall be available for inspection by any Owner.

(9) Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot and acts and events occurring thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which shall be equal to or greater than that commonly required by private institutional mortgage investors in the area in which the mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The amount of coverage shall be sufficient so that in the event of any damage or loss to the mortgaged premises of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of: (i) compensation equal to the full amount of damage or loss, or (ii) compensation to the first mortgagee under the mortgage equal to the full amount of the unpaid principal balance of the mortgage loan. However, the Association may choose to obtain a master policy of insurance. If the Association elects so to do, such policy shall be in an amount equal to full replacement value of all improvements on the Lots with a co-insurance clause and each Owner shall be designated as additional insureds. The cost of such insurance shall be part of the assessment for each Lot and may vary by Lot if the Association shall find that the cost of insuring any Lot is materially different from the other Lots.

(10) Unacceptable Policies. Policies are unacceptable where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Lot, Owner, or mortgagee or mortgagee's designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent an Owner, mortgagee or mortgagee's designee from collecting insurance proceeds.

(11) Flood Insurance. The Property is not located in an area identified by the Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Property should be declared to be in such flood area, a blanket policy of flood insurance on the Property shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Lots, or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any given time.

24. MAINTENANCE OF BUILDINGS ON ADJACENT LOTS. The Owners shall be obligated to maintain all buildings and improvements in good and attractive order and condition. Furthermore, should any building be damaged or destroyed, within a reasonable time the Owner of said building shall cause such building to be restored, or shall cause all debris to be removed and the site of such building left in a level, clean, and slightly condition, pending construction of a replacement building.

25. COVENANTS TO RUN WITH LAND. This instrument and all of the covenants, provisions, and requirements hereof are intended to be, and shall constitute, covenants running with the land and shall be binding upon and shall inure to the benefit of the Signatories, the respective Owners from time to time of the Lots, any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Lot, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. This instrument and all covenants, provisions, and requirements hereof shall be binding upon each Lot, and all interest in each Lot shall be subject to this instrument and all of such covenants, provisions, and requirements. By acquiring, in any way coming to have any interest in, or occupying a Lot, the party so acquiring, coming to have such interest, or occupying a Lot, consents to and agrees to be bound by this instrument and all of the covenants, provisions, and requirements hereof.

26. EASEMENTS APPURTENANT. Each of the easements and rights granted or created herein are

appurtenances to the affected Lots, and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Lots. For the purposes of such easements and rights, the particular Common Area of the Lot which is benefitted by such easements shall constitute the dominant estate, and the particular Common Areas of the other Lot or Lots which are burdened by such easements and rights shall constitute the servient estate. Each and all of the easements, covenants, restrictions and provisions contained in this instrument are made for the direct, mutual or reciprocal benefit of the Owners and occupants of the respective Lots and create mutual equitable servitudes upon each Lot in favor of the other Lots. Legacy Crossing LLC (or its assigns) shall have the right to grant common easements as are generally contemplated by this instrument including, but not limited to, easements for ingress, egress, utilities, pedestrians, parking, construction, fire and emergency access, easements for self-help, sign easements, easements for surface water drainage, and prohibition of barriers, and such other easements as are contemplated by this instrument for the benefit of any additional property which may be added to the Property (whether or not the additional property is formally added, it being understood by all parties that common access for the various easement purposes noted above shall be reserved for the benefit of adjacent property currently owned by Legacy Crossing LLC).

27. TITLE AND MORTGAGE PROTECTION. A breach of any of the covenants, provisions, or requirements of this instrument shall not result in any forfeiture or reversion of title or of any other interest in a Lot. A breach of any of the covenants, provisions, or requirements of this instrument shall not defeat, impair, or render invalid the lien of or other rights under any mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any mortgagee or trustee interested under any mortgage affecting a Lot (including any such mortgagee or trustee which is a Signatory) shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this instrument (other than those, if any, concerning a consent or approval to be given by a mortgagee, in the event a mortgagee's failure to give the same is wrongful).

28. TRANSFER TITLE. Any transfer or conveyance of title from any party to this instrument to its respective heirs, representatives, successors or assigns, of all or any part of its interests in its Lot, shall be deemed to require a prospective grantee to agree not to use or occupy, or allow any lessee or occupant of such Lot to use or occupy, the Lot in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and shall require a prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this instrument. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Lot in connection with a mortgage or trust deed foreclosure action.

29. AFFECT OF EASEMENTS. Each and all of the easements, covenants, restrictions and provisions contained in this instrument shall bind each person or entity having any fee, leasehold or other interest in the portion of any Lot described herein at any time, or from time to time, to the extent that such portion is affected or bound by the easements, covenants, restrictions or provisions in question. Furthermore, if any of the Lots are further divided, the divided lots shall henceforth be subject to each and all of the easements, covenants, restrictions and provisions contained in this instrument.

30. DEFAULT AND ENFORCEMENT. The Owner, or the legal successor thereto, of any Lot and the Association shall have, in addition to the right to collect damages, the right to enjoin any violation or threats of violation, in any court of competent jurisdiction, and to enforce through appropriate proceedings in law or in equity, such of the easements, covenants, provisions, and requirements of this instrument as are intended to benefit the Lot in which such Owner has an interest, in the event the Owner of any Lot defaults in performance of any of its obligations under this instrument. The Owner of any other Lot or the Association shall have the right, upon the expiration of at least thirty (30) days written notice of such default given to the defaulting Owner (unless efforts to effect a cure of any non-monetary default have been instituted within said period and are thereafter diligently pursued to completion), to perform in the defaulting Owner's stead and thereafter to be

reimbursed by the defaulting Owner, upon demand, for all costs, expenses, and damages expended or incurred by reason of the default, together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees (including those incurred in connection with any appeal). If any action is brought because of a default under, or to enforce or interpret any of the easements, covenants, provisions, or requirements of this instrument, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

31. AMENDMENT. Any provision contained in this instrument may be amended by, but only by, an instrument filed for record with the County Recorder of Davis County, Utah, which is executed by all of the following parties: (1) For a period of five (5) years from the date of recording of this instrument, or until the conveyance of all Lots 1-6 by Legacy Crossing LLC (or its assigns), whichever occurs first, by Legacy Crossing LLC, only; and (2) thereafter by a vote of 2/3 of the Owners. This may be accomplished by the Association who would file for record a document amending this instrument, certifying that either a vote has occurred, or sufficient written contents are on file, to allow the amendment.

32. ANNEXATION OF ADDITIONAL LAND.

32.1. Annexation by Declarant. Declarant or its assign(s) may expand the Property subject to this instrument. The annexation of such land shall become effective, and the easements, covenants, restrictions, and provisions of this instrument shall apply to such land, upon the recordation in the office of the County Recorder of Davis County, Utah, of any supplementary declaration or similar instrument which:

(i) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to this instrument; and

(ii) sets forth such additional easements, covenants, conditions and restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with this instrument.

When such annexation becomes effective, said real property shall be subject to this instrument and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the Owners of said real property shall automatically be members of the Association. Such annexation may be accomplished in one or more annexations or phases without limitation as to size or location.

33. CONTRIBUTIONS FROM THIRD PARTIES. Nothing in this instrument shall limit or shall be construed to limit the right of any Owner to require, pursuant to leases, contracts, or other agreements entered into with tenants, contract buyers, or other third parties, contribution from said tenants, contract buyers, or other third parties, toward any of the obligations or expenses required to be paid by such Owner under this instrument.

34. RELEASE UPON TRANSFER. From and after the time an Owner transfers (other than merely for purposes of security for an obligation) or is otherwise divested of its ownership interest in a Lot, it shall be relieved of all liabilities and obligations which, under this instrument, are imposed upon the Owner of the Lot concerned (except such liabilities or obligations as may have already accrued).

35. PARTIAL INVALIDITY. The invalidity or unenforceability of any portion of this instrument shall not affect the validity or enforceability of the remainder hereof, and if any provision of this instrument, or the application thereof to any Signatory, Owner, mortgagee, or other party, should to any extent be invalid, the remainder of this instrument, or the application of such provision to Signatories, Owners, mortgagees, or other parties, other than those as to which a holding of invalidity is reached, shall not be affected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity

is reached), and each provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

36. **EFFECTIVE DATES AND DURATION.** This instrument, and any amendment or supplement hereto, shall take effect as of, but not until, the date on which it is filed for record in the office of the County Recorder of Davis County, Utah. The easements, covenants and restrictions and other conditions of this instrument shall be binding for a period of fifty (50) years from the date of recording hereof. Said fifty (50) year period shall be automatically renewed for successive ten (10) year terms, except with a written and recorded termination which must be signed by all the Owners of said Lots. This instrument and all of the provisions hereof (except any provisions hereof which by their terms may cease to be effective at an earlier time) shall remain effective until this instrument is terminated, extended or amended by an instrument filed for record in the office of the County Recorder of Davis County, Utah, executed by all of the parties described in items (i) or (ii) of Section 31 hereof.

37. **INTERPRETATION.** The purpose of this instrument is the creation of certain easements, covenants, provisions and requirements which are to apply between and among the Lots and which are to define and govern the rights and obligations as between those parties interested in a given Lot, on the one hand, and those parties interested in another Lot or Lots, on the other. Accordingly, this instrument is not intended to and shall not change, supersede, or defeat any agreements, leases, or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Lot.

38. **SUCCESSORS AND ASSIGNS.** This instrument shall inure to the benefit of, and be binding upon, the parties to this instrument and the respective heirs, executors, representatives, successors and assigns.

39. **WAIVER.** No waiver of any breach of any of the easements, covenants, and agreements contained in this instrument shall be construed as, or constitute, a waiver of any other breach, or waiver, acquiescence in, or consent to any further succeeding breach of the same or any other covenant of this instrument.

40. **MISCELLANEOUS.** The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

41. **COMPLIANCE WITH CITY APPROVALS AND ORDINANCES.** All development and use of the Property and Lots shall comply with the terms and conditions of the Development Agreement entered into with Centerville City and recorded against the Property and Lots with the Plat, and shall comply with all applicable Centerville City Ordinances, including, but not limited to, Chapter 12-41, regarding Planned Development Overlay Zone, as amended. Centerville City is expressly acknowledged as a third party beneficiary of these Covenants and Condition with full right of enforcement of the provisions benefiting the City.

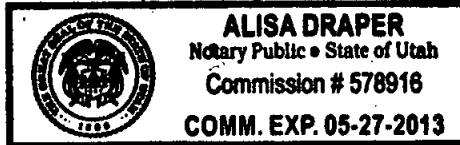
42. **NO AMENDMENT WITHOUT APPROVAL.** No person, firm or entity shall change, modify or amend any of the conditions of these Covenants and Conditions regarding building use restrictions and architectural review committee requirements without first obtaining Centerville City approval. No change shall be approved by the Signatories, or their authorized assigns and representatives, which would be contrary to the requirements of applicable Centerville City Ordinances.

43. **COMMON AREA MAINTENANCE.** The Lot Owners shall be responsible for the maintenance of all Common Areas and facilities, liability insurance on all Common Areas and facilities, and paying general property taxes on all common areas. In the event the Lot Owners do not maintain private Common Areas and facilities, Centerville City may perform any required maintenance and may thereafter recover all costs incident to performing the required maintenance from the Lot Owners. Lot Owners shall pay their pro rata share of costs of upkeep, maintenance and operation of Common Areas and facilities. Any Owners Association created

for the Property shall confer legal authority on the Association to place a lien on the real property of any Lot Owner or member whose dues become delinquent. The By-Laws shall also provide that such delinquent dues and all accrued interest shall be paid before the lien may be removed. Written notice to all Lot Owners or Association members and to the City shall be provided with no less than sixty (60) days prior to any proposed transfer of any Common Area land or facility, or the assumption of maintenance for Common Areas or facilities. No such transfer shall be effective unless approved by Centerville City, which approval shall not be unreasonably withheld so long as it is consistent with applicable City Ordinances.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

NOTARY PUBLIC *Alisa Draper*



STATE OF UTAH)

SS.

COUNTY OF DAVIS)

On the 20th day of Oct, 2010, personally appeared before me Kevin Garn, Manager of Legacy Crossing LLC, a Utah limited liability company, the signer of the foregoing declaration, who duly acknowledged before me that he executed the same on behalf of said company.

Kevin Garn
Kevin Garn, Manager

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

NOTARY PUBLIC

STATE OF UTAH)

SS.

COUNTY OF WASHINGTON)

On the __ day of ____, 2010, personally appeared before me Craig Mogel, Manager of Parrish Land Holdings, LLC, a Utah limited liability company, the signer of the foregoing declaration, who duly acknowledged before me that he executed the same on behalf of said company.

Craig Mogel, Manager

for the Property shall confer legal authority on the Association to place a lien on the real property of any Lot Owner or member whose dues become delinquent. The By-Laws shall also provide that such delinquent dues and all accrued interest shall be paid before the lien may be removed. Written notice to all Lot Owners or Association members and to the City shall be provided with no less than sixty (60) days prior to any proposed transfer of any Common Area land or facility, or the assumption of maintenance for Common Areas or facilities. No such transfer shall be effective unless approved by Centerville City, which approval shall not be unreasonably withheld so long as it is consistent with applicable City Ordinances.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

NOTARY PUBLIC

STATE OF UTAH)

SS.

COUNTY OF DAVIS)

On the ___ day of _____, 2010, personally appeared before me Kevin Garn, Manager of Legacy Crossing LLC, a Utah limited liability company, the signer of the foregoing declaration, who duly acknowledged before me that he executed the same on behalf of said company.

Kevin Garn, Manager

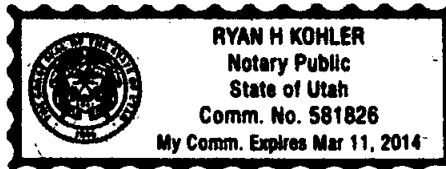
IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

NOTARY PUBLIC

STATE OF UTAH)

SS.

COUNTY OF ^{Summit} WASHINGTON)



On the 21st day of Oct, 2010, personally appeared before me Craig Mogel, Manager of Parrish Land Holdings, LLC, a Utah limited liability company, the signer of the foregoing declaration, who duly acknowledged before me that he executed the same on behalf of said company.

Craig Mogel, Manager

EXHIBIT "A"

Legal Description of Property

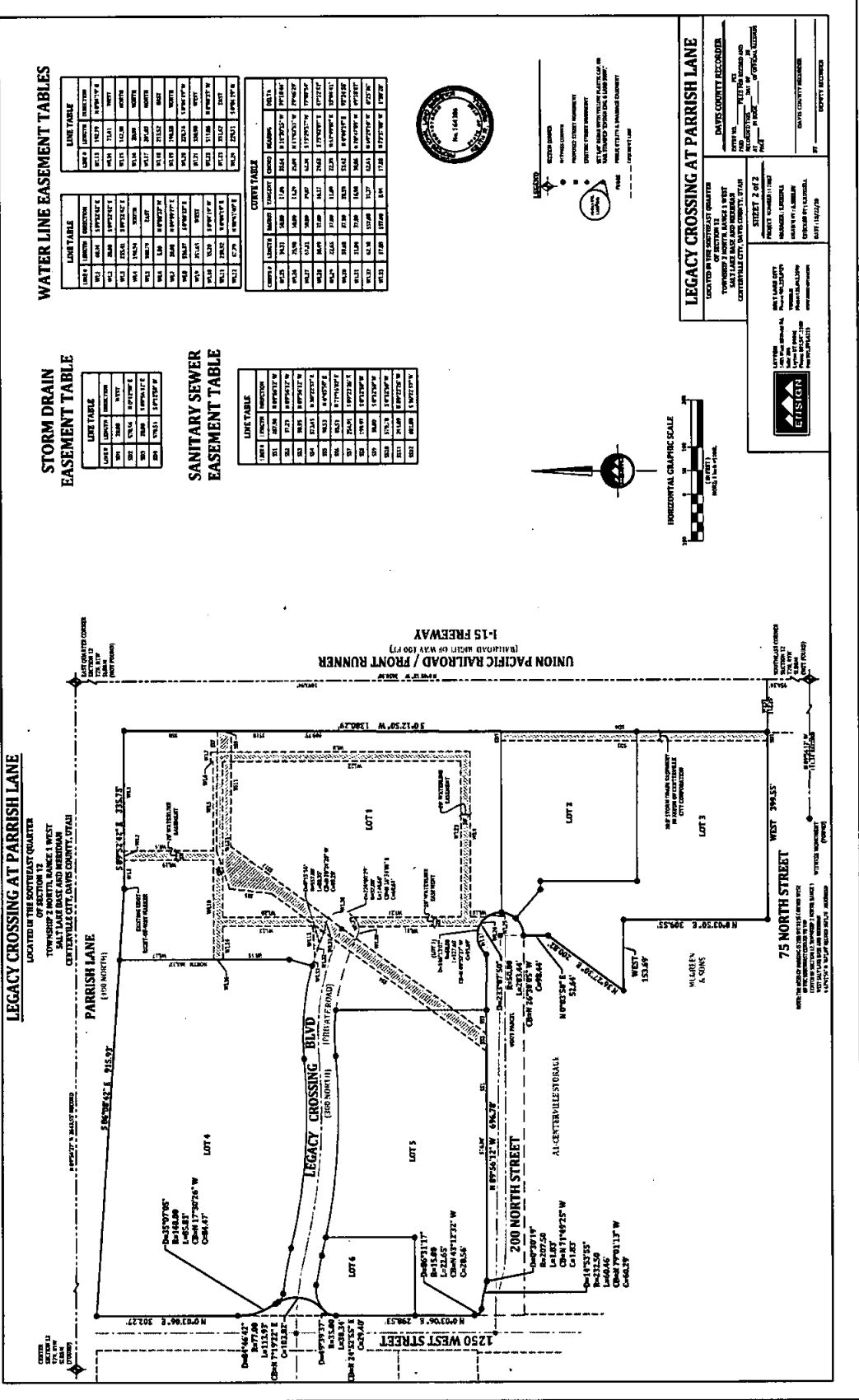
BOUNDARY DESCRIPTION

Beginning at a point on the west line of a Union Pacific Railroad Right-of-Way, said point being North 0°05'33" West 956.36 feet along the section line and West 112.25 feet from the Southeast Corner Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running:

thence West 399.55 feet;
 thence North 309.55 feet;
 thence West 153.69 feet;
 thence North 36°27'30" East 200.82 feet;
 thence North 0°03'50" East 52.64 feet to the Southeast Corner of a parcel in the ownership of the Utah Department of Transportation, (UDOT) 200 North Street;
 thence northeasterly, northerly, and northwesterly 203.44 feet along the arc of a 50.00 foot radius curve to the left, (center bears North 0°03'50" East and long chord bears North 26°30'05" West 89.44 feet, with a central angle of 233°07'50"), to the north line of said UDOT parcel 200 North Street;
 thence North 89°56'12" West 696.78 feet along the north line of said UDOT parcel;
 thence northwesterly 1.83 feet along the arc of a 207.50 foot radius curve to the right, (center bears North 17°55'25" East and long chord bears North 71°49'25" West 1.83 feet, with a central angle of 0°30'19");
 thence northwesterly 60.46 feet along the arc of a 232.50 foot radius curve to the left, (center bears South 18°25'44" West and long chord bears North 79°01'13" West 60.29 feet, with a central angle of 14°53'55");
 thence northwesterly 22.65 feet along the arc of a 15.00 foot radius curve to the right, (center bears North 3°31'49" East and long chord bears North 43°12'32" West 20.56 feet, with a central angle of 86°31'17"), to the east line of 1250 West Street;
 thence North 0°03'06" East 298.53 feet along the east line of 1250 West Street;
 thence northeasterly 30.34 feet along the arc of a 35.00 foot radius curve to the right, (center bears South 89°56'54" East and long chord bears North 24°52'55" East 29.40 feet, with a central angle of 49°39'37");
 thence northeasterly 113.93 feet along the arc of a 77.00 foot radius curve to the left, (center bears North 40°17'17" West and long chord bears North 7°19'25" East 103.82 feet, with a central angle of 84°46'42");
 thence northwesterly 85.81 feet along the arc of a 140.00 foot radius curve to the right, (center bears North 54°56'01" East and long chord bears North 17°30'26" West 84.47 feet, with a central angle of 35°07'05"), to the east line of 1250 West Street;
 thence North 0°03'06" East 302.27 feet along the east line of 1250 West Street to the south line of Parrish Lane;
 thence South 86°08'42" East 915.93 feet along the south line of Parrish Lane to an existing UDOT Right-of-Way Marker;
 thence South 89°52'42" East 335.75 feet along the south line of Parrish Lane to the west line of a Union Pacific Railroad Right-of-Way;
 thence South 0°12'50" West 1380.29 feet along the west line of a Union Pacific Railroad Right-of-Way to the point of beginning.

Contains: 1,250,315 square feet, 28.703 acres, 6 lots.

EXHIBIT - A



**BYLAWS
OF
LEGACY CROSSING OWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 1

1.1 Annual Meeting..... 1

1.2 Articles..... 1

1.3 Declarant Control Period..... 1

1.4 Declaration..... 1

1.5 Emergency Meeting..... 1

1.6 Management Committee Meeting..... 1

1.7 Management Committee 1

1.8 Notice..... 1

1.9 Regular Meeting..... 1

1.10 Special Meeting..... 1

1.11 Other Definitions..... 1

ARTICLE 2 OFFICE 2

ARTICLE 3 MEETINGS OF MEMBERS 2

3.1 Annual Meetings..... 2

3.2 Special Meetings..... 2

3.3 Place of Meetings..... 2

3.4 Notice of Meetings..... 2

ARTICLE 4 VOTING; QUORUM..... 2

4.1 Voting..... 2

4.2 Quorum..... 2

4.3 Voting Method..... 3

4.4 Action by Proxy..... 3

4.5 Action by Written Ballot..... 3

4.6 Majority Vote..... 3

4.7 Greater Quorum or Voting Requirements..... 3

ARTICLE 5 MANAGEMENT COMMITTEE 4

5.1 Declarant Control Period..... 4

5.2 Number, Election, and Term of Directors..... 4

5.3 Removal of Directors..... 4

5.4 Replacement of Directors..... 4

5.5 Resignations; Vacancies..... 4

5.6 Regular Meetings..... 4

5.7 Emergency Meetings..... 4

5.8 Place of Meetings..... 5

5.9 Quorum..... 5

5.10 Waiver of Notice..... 5

5.11 Informal Action by Directors..... 5

ARTICLE 6 OFFICERS AND AGENTS 5

6.1 General..... 5

6.2	Removal of Officers.	5
6.3	Vacancies.	5
6.4	President.	6
6.5	Vice Presidents.	6
6.6	Secretary.	6
6.7	Treasurer.	6
ARTICLE 7 PROOF OF OWNERSHIP; REGISTRATION OF MAILING ADDRESS; AND LIENS		7
7.1	Proof of Ownership.....	7
7.2	Mailing Address.	7
7.3	Liens.	8
7.4	Address of the Association.	8
ARTICLE 8 SECURITY INTEREST IN MEMBERSHIP		8
ARTICLE 9 FISCAL MANAGEMENT		8
9.1	Fiscal Year.	8
9.2	Assessment Procedures.....	8
ARTICLE 10 AMENDMENTS		8
10.1	By the Management Committee.	8
10.2	By Members.....	8

**BYLAWS
OF
LEGACY CROSSING OWNERS ASSOCIATION, INC.**

October 20th, 2010

**Article 1
DEFINITIONS**

1.1 **Annual Meeting.** As used herein, "Annual Meeting" means the annual meeting of the Members, to be held each calendar year beginning in 2011.

1.2 **Articles.** As used herein, "Articles" means the Articles of Incorporation of Legacy Crossing Owners Association, Inc., as the same may be amended from time to time.

1.3 **Declarant Control Period.** As used herein, "Declarant Control Period" means the period commencing on the date on which the Declaration was recorded and ending upon the termination of Declarant's Class B Membership pursuant to the terms and conditions set forth in the Declaration.

1.4 **Declaration.** As used herein, "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Legacy Crossing At Parrish Lane, as the same may be amended from time to time, recorded in the office of the Davis County, Utah, Recorder.

1.5 **Director.** As used herein, "Director" means a member appointed as a Director pursuant to Article 5.

1.6 **Emergency Meeting.** As used herein, "Emergency Meeting" means any meeting of the Management Committee held pursuant to Section 5.7.

1.7 **Management Committee Meeting.** As used herein, "Management Committee Meeting" means any Regular Meeting or Emergency Meeting.

1.8 **Management Committee.** As used herein, "Management Committee" means the committee of Directors appointed pursuant to Article 5.

1.9 **Notice.** As used herein, "Notice" means the written notice of Annual Meeting or Special Meeting delivered to the Members in accordance with Section 3.4.

1.10 **Regular Meeting.** As used herein, "Regular Meeting" means any meeting of the Management Committee held pursuant to Section 5.6.

1.11 **Special Meeting.** As used herein, "Special Meeting" means any special meeting of the Members called pursuant to Section 3.2.

1.12 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration and/or the Articles.

**Article 2
OFFICE**

The Association is a Utah nonprofit corporation, with its principal office located at 1513 N Hillfield Rd, Ste 2, Layton, UT 84041.

**Article 3
MEETINGS OF MEMBERS**

3.1 **Annual Meetings.** The first Annual Meeting shall be held during the year 2011 at a time and in a month specified by the Management Committee. Subsequent Annual Meetings shall be held during the same month each year. Annual Meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the Management Committee.

3.2 **Special Meetings.** Special Meetings of the Members may be called at any time by the Class B Member, the Management Committee, or the president of the Association, or upon the written request of at least thirty percent (30%) of the votes entitled to be cast by the Class A Members. Special Meetings may only be held for the purpose or purposes set forth in the Notice thereof.

3.3 **Place of Meetings.** The Management Committee may designate any place within Davis County, Utah, as the place for any Annual Meeting or for any Special Meeting called by the Management Committee or the president of the Association. The Class B Member may designate any place within Davis County, Utah, as the place for any Special Meeting called by the Class B Member. Members may participate in meetings by any means of electronic or telephonic communication through which all Members and other participants may simultaneously hear one another during the meeting. Members who participate in a meeting by such means shall be considered present for all purposes, including the presence of a quorum.

3.4 **Notice of Meetings.** Written Notice of each meeting stating the place, date, and time of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of the meeting. If mailed, the Notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid. The Management Committee may set a record date for determining the Members entitled to Notice. The Association shall give Notice at the Association's expense of any Special Meeting called by the Class A Members pursuant to Section 3.2.

**Article 4
VOTING; QUORUM**

4.1 **Voting.** Votes shall be allocated as set forth in Section 20 of the Declaration.

4.2 **Quorum.** The number of Members participating in a meeting in person, by proxy, or by written ballot shall constitute a quorum.

4.3 **Voting Method.** Votes may be cast in person, by proxy, or by written ballot.

4.4 **Action by Proxy.** Every proxy must be executed in writing by the Member or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

4.5 **Action by Written Ballot.**

(a) Any action that may be taken at any meeting may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter. Such written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot shall be considered to have participated in a meeting for all purposes.

(b) All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Directors; (iii) specify the time by which a written ballot must be received by the Association in order to be counted; and (iv) be accompanied by written information sufficient to permit each Member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot has the same effect as action taken at a meeting.

(e) The number of votes cast by written ballot shall constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any meeting, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. A valid written ballot shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of any quorum requirement.

4.6 **Majority Vote.** The affirmative vote of a majority of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy, or by written ballot shall be the act of the Members, unless the vote of a greater number or the vote of the Class B Member is required by the Declaration, the Articles, or these Bylaws.

4.7 **Greater Quorum or Voting Requirements.** An amendment to the Articles or these Bylaws that adds, changes, or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote required to take action under the greater of the quorum and voting requirements then in effect or proposed to be adopted.

Article 5
MANAGEMENT COMMITTEE

5.1 **Declarant Control Period.** Sections 5.2 through 5.11 and Article 6 of these Bylaws shall be subject to this Section 5.1. During the Declarant Control Period, the Directors shall be appointed by Declarant and shall serve until replaced by Declarant or until their successors take office, whichever occurs earlier. Declarant shall have the exclusive right to appoint and remove all Directors and officers during the Declarant Control Period.

5.2 **Number, Election, and Term of Directors.** The Management Committee shall consist of two (2) Directors. Directors shall be elected at the Annual Meetings by a majority vote of the Members participating in the Annual Meeting in person, by proxy, or by written ballot. Notwithstanding the foregoing, only Members owning Lots may vote. Subject to Sections 5.3 and 5.4, each Director shall serve a one-year term, which term shall commence at the close of the Annual Meeting at which the Director is elected and expire at the close of the Annual Meeting at which the Director's successor is elected.

5.3 **Removal of Directors.** A Director may be removed, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by the Members owning Lots and participating in a Meeting in person, by proxy, or by written ballot.

5.4 **Replacement of Directors.**

(a) A vacancy on the Management Committee created by the resignation or death of a Director shall be filled by majority vote of the Management Committee, though less than a quorum. Any vacancy on the Management Committee created pursuant to Section 5.3 shall be filled by a majority vote of the Members who own Lots.

(b) Any Director elected or appointed pursuant to this Section 5.4 shall hold office for the remainder of the unexpired term of the Director being replaced.

5.5 **Resignations; Vacancies.** Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6 **Regular Meetings.** A Regular Meeting of the Management Committee shall be held immediately after, and at the same place as, each Annual Meeting of the Members. A Regular Meeting of the Management Committee may be held immediately after, and at the same place as, any Special Meeting of the Members. Regular Meetings may be held without call or formal notice. Any business may be transacted at a Regular Meeting.

5.7 **Emergency Meetings.** An Emergency Meeting of the Management Committee may be held at any time when called by the president of the Association or by both Directors, upon the giving of at least seven (7) days prior notice of the time and place thereof to each Director by hand-delivery, prepaid United States mail, fax, email, or telephone. A notice of an Emergency Meeting need not state the purpose(s) for holding the Emergency Meeting. No notice of any adjourned Management Committee Meeting shall be required.

5.8 **Place of Meetings.** The Management Committee may designate any place within Davis County to hold a Management Committee Meeting. Directors may participate in any Management Committee Meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Management Committee Meeting by such means shall be considered present for all purposes, including the presence of a quorum.

5.9 **Quorum.** A majority of Directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any Management Committee Meeting from time to time. When a quorum is present at any Management Committee Meeting, a majority of the Directors in attendance shall, unless otherwise required by the Articles or these Bylaws, decide any question brought before such meeting.

5.10 **Waiver of Notice.** Before, at, or after any Emergency Meeting, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any Emergency Meeting shall be a waiver of notice by such Director except when such Director attends the Emergency Meeting for the express purpose of objecting to the transaction of business based on a claim that the Emergency Meeting was not duly called or convened.

5.11 **Informal Action by Directors.** Any action required or permitted to be taken at any Management Committee Meeting may be taken without such meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

Article 6 OFFICERS AND AGENTS

6.1 **General.** The officers of the Association shall be a president (who shall be chosen from the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by these Bylaws or by the Management Committee, such officer, agent, or employee shall follow the orders and instructions of the president.

6.2 **Removal of Officers.** The Management Committee may remove any officer, either with or without cause, and elect a successor at any Management Committee Meeting.

6.3 **Vacancies.** A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

6.4 **President.** The president shall be the chief officer of the Association. The president shall preside at all meetings. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration and the Articles on behalf of the Association.

6.5 **Vice Presidents.** The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or, if there be no such designation, designated in writing by the president shall have the powers and perform the duties of the president. If no such designation is made, all vice presidents may exercise such powers and perform such duties.

6.6 **Secretary.** The secretary shall:

- (a) Keep the minutes of the proceedings of meetings;
- (b) See that all Notices are duly given in accordance with the provisions of these Bylaws and the Declaration;
- (c) Maintain the records of the Association, including a record containing the names and registered addresses of all Members, the designation of the Lots owned by each Member, and, if a Lot is mortgaged, the name and address of each mortgagee; and
- (d) Perform all other duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.7 **Treasurer.** The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association, and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

**Article 7
DUTIES**

7.1 Duties. Pursuant to the requirements of Section 12-41-110(3)(C)-(F), the Association shall have the following duties:

(a) The Association shall be responsible for the maintenance of the Common Areas and facilities, liability insurance on all Common Areas and facilities, and paying general property taxes on all Common Areas.

(b) In the event the Association does not maintain Common Areas and facilities, Centerville City may perform any required maintenance and may thereafter recover all costs incident to performing the required maintenance from the Association and/or each of its Members.

(c) Members of the Association shall pay their pro rata share of costs of upkeep, maintenance and operation of Common Areas and facilities.

(d) The Association shall have legal authority to place a lien on the real property of any Member whose dues become delinquent. Such delinquent dues and all accrued interest shall be paid before the lien may be removed.

(e) Written notice to all Association Members and to the City shall be provided, no less than sixty (60) days prior to any proposed transfer of any Common Area land or facility, or the assumption of maintenance for the Common Areas of facilities. No such transfer shall be effective unless approved by Centerville City, which approval shall not be unreasonably withheld, so long as it is consistent with applicable City Ordinances.

**Article 8
PROOF OF OWNERSHIP; REGISTRATION OF MAILING ADDRESS; AND LIENS**

8.1 Proof of Ownership. Each Owner of a Lot shall furnish to the Association a copy of the recorded instrument vesting that Owner with an ownership interest in the Lot. Such copy shall remain in the records of the Association. Owners who fail to satisfy this requirement shall not be deemed Members in good standing and shall not be entitled to vote at any Meeting.

8.2 Mailing Address. Each Member is required to register a mailing address with the Association within ten (10) days of becoming a Member. The mailing address of each Member will be kept in the records of the Association. Members must notify the Association of any change in mailing address within ten (10) days of such change. Any notice mailed to a Member's registered address or to the address on file with the County Recorder shall be deemed duly delivered.

8.3 **Liens.** Any Owner who mortgages his Lot shall give the Association written notice of the name and address of the mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.4 **Address of the Association.** The address of the Association shall 748 West Heritage Park Blvd Suite 203, Layton, UT 84041 Such address may be changed from time to time upon written notice to all Members and all listed mortgagees.

Article 9
SECURITY INTEREST IN MEMBERSHIP

The Owner of a Lot shall have the right to appoint the mortgagee of his Lot as his true and lawful attorney-in-fact to exercise any and all rights, privileges, and powers that such Owner has as a Member. Unless otherwise expressly provided in such proxy, such proxy shall become effective when filed with the secretary of the Association. A release of the mortgage covering the Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve an Owner of his duties and obligations as a member or to impose upon a mortgagee the duties or obligations of an Owner.

Article 10
FISCAL MANAGEMENT

10.1 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

10.2 **Assessment Procedures.** The annual assessment under the Declaration shall be due on the first business day of the Association's fiscal year. The Management Committee shall fix the amount of the annual assessment against each Lot and notify each Member in writing thereof at least thirty (30) days prior to the beginning of the Association's fiscal year. Failure of the Management Committee to timely levy an annual assessment shall not relieve the Members of their obligation to pay the annual assessment. Special assessments shall be due within thirty (30) days of the delivery of written notice thereof by the Management Committee.

Article 11
AMENDMENTS

11.1 **By the Management Committee.** Except as limited by law, the Declaration, the Articles, or these Bylaws, the Management Committee may make, amend, or repeal these Bylaws at any Management Committee Meeting. Notwithstanding the foregoing, the Management Committee may not amend or repeal any Bylaw created by the Members in such manner as to defeat or impair the object of the Members in taking such action.

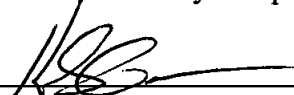
11.2 **By Members.** Except as limited by law, the Declaration, or the Articles, these Bylaws may be amended or repealed by a vote of at least seventy-five percent (75%) of the votes entitled to be cast by the Class A Members at any Annual Meeting or at any Special Meeting called for that purpose, together with the approval of the Class B Member, if any.

**CERTIFICATE OF ADOPTION OF BYLAWS
OF
LEGACY CROSSING OWNERS ASSOCIATION, INC.**

Adoption by Incorporator

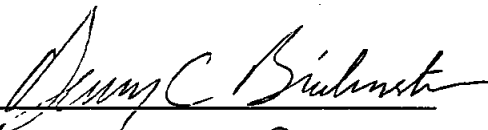
The undersigned incorporator of Legacy Crossing Owners Association, Inc., hereby adopts the foregoing Bylaws as the Bylaws of the Association.

LEGACY CROSSING, LLC,
a Utah limited liability company

By: 
Name: Kevin Garn
Title: Manager
Date: Oct 18-10

Certificate by Secretary of Adoption by Incorporator

The undersigned hereby certifies that Danny C. Bridenstine the duly elected, qualified, and active Secretary of Legacy Crossing Owners Association, Inc., and that the foregoing Bylaws were adopted as the Bylaws of the Association on October 20th, 2010, by the above-named incorporator.

By: 
Name: Danny C. Bridenstine
Date: Oct 20 2010



RECEIVED

OCT 25 2010

Utah Div. Of Corp. & Comm. Code

**ARTICLES OF INCORPORATION
OF
LEGACY CROSSING OWNERS ASSOCIATION, INC.**

The undersigned incorporator hereby establishes a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (as amended, the "Act") and adopts the following articles of incorporation (these "Articles").

ARTICLE 1: NAME

The name of the corporation is Legacy Crossing Owners Association, Inc. ("Corporation").

ARTICLE 2: DURATION AND MEMBERS

The Corporation shall have perpetual existence. The Owners of the Lots shall constitute the Members of the Corporation. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Member has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of a Member's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof.

ARTICLE 3: REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation is 748 West Heritage Park Blvd Suite 203, Layton, UT 84041. The Corporation's registered agent at such address is Legacy Crossing, LLC, a Utah limited liability company.

ARTICLE 4: DEFINITIONS

4.1 "**Association**" means Legacy Crossing Owners Association, Inc., a Utah nonprofit corporation, organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in the Declaration.

4.2 "**Declarant Control Period**" means the period commencing on the date on which the Declaration was recorded and ending upon the termination of Declarant's Class B Membership pursuant to the terms and conditions set forth in the Declaration.

4.3 "**Declaration**" means the Declaration of Covenants, Conditions, and Restrictions for the Property, as the same may be amended from time to time, recorded in the office of the Davis County Recorder.

4.4 "**Director**" means a member of the Management Committee.

4.5 "**Members**" means the Owners of the Lots.

4.6 "**Officers**" means such officers as the Management Committee may appoint to assist the Management Committee in managing the business and affairs of the Association.

10-25-10P01:37 RCVD

4.7 **Other Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration and/or the Bylaws.

ARTICLE 5: PURPOSES

5.1 **Purposes.** The Association, which is organized as a nonprofit corporation, has the following purposes:

- (a) to manage, operate, insure, construct, improve, repair, replace, alter, and maintain the Common Areas;
- (b) to provide certain facilities, services, and other benefits to the Members; to administer and enforce the covenants, conditions, restrictions, reservations, and easements created by the Declaration; to levy, collect, and enforce the assessments, charges, and liens imposed pursuant to the Declaration; to enter into agreements with third parties, including, without limitation, easements, licenses, leases, and other agreements, with or without the vote or consent of the Members, for facilities and services that serve the Association; to take any action that it deems necessary or appropriate to protect the interests and general welfare of the Members;
- (g) to regulate and manage the Property; and
- (h) to execute and record, on behalf of all Members, any amendment to the Declaration or the Plat which has been approved by the vote or consent necessary to authorize such amendment.
- (i) to ensure compliance with the Legacy Crossing Development Agreement as entered into with Centerville City and recorded against the Property, and compliance with applicable Centerville City Ordinances, including, but not limited to, Chapter 12-41, regarding Planned Development Overlay Zone.

5.2 **Powers.**

- (a) Unless expressly prohibited by law, the Declaration, or the Bylaws, the Association may (1) take any and all actions that it deems necessary or advisable to fulfill its purposes; (2) exercise any powers conferred on it by the Act, the Declaration, or the Bylaws; and (3) exercise all powers that may be exercised in Utah by nonprofit corporations.

Without in any way limiting the generality of Section 5.2(a) above, the Association may, but is not obligated to the extent not provided by a public, quasi-public, or private utility provider, provide certain facilities and services to the Members, such as (A) recreational facilities and services, (B) water, sewer, natural gas, electric, cable and/or satellite television, and other utility services, (C) parking facilities, and (D) trash collection facilities and services for residential and commercial purposes only;

- (1) acquire, sell, lease, and grant easements over, under, across, and through the Common Areas that are reasonably necessary to the ongoing development and operation of the Property;

- (2) borrow money and grant security interests in the Common Areas and in the assets of the Association as collateral therefor;
- (3) make capital improvements, repairs, and replacements to the Common Areas; and
- (4) hire and terminate managers and other employees, agents, and independent contractors.

5.3 Restrictions on Purposes and Powers. The purposes and powers of the Association described in Sections 5.1 and 5.2 above are subject to the following limitations:

- (a) The Association shall be organized and operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation.
- (b) No part of the net earnings of the Association shall inure to the benefit of any Member, except as expressly permitted in Section 5.3(c) below with respect to the dissolution of the Association.
- (c) The Association shall not pay any dividends. No distribution of the Association's assets to Members shall be made until all of the Association's debts are paid, and then only upon the final dissolution of the Association as permitted in the Declaration. Upon payment of all of the Association's debts and final dissolution, any remaining assets of the Association shall be distributed among the Members in accordance with the terms and conditions of the Bylaws or in accordance with the Act.

ARTICLE 6: VOTING

6.1 Voting.

- (a) Votes attributable to each Lot may be voted in connection with issues presented to the Members for vote, whether participating in a meeting in person, by proxy or by written ballot in accordance with the Bylaws.
- (b) Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Class B Members shall be entitled to five (5) votes for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of a single Lot.
- (c) If the Owners of a Lot cannot agree among themselves as to how to cast their vote on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Lot, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Lot, unless objection thereto is made by an Owner of that Lot to: (1) the person presiding over the meeting at the time the vote is cast; or (2) in the case of a written ballot, in writing to the Management Committee and received by the Management Committee no later than the time by which a ballot must be received by the Corporation in order to be counted. If more than the number of allocated votes is cast for any particular Lot, none of such votes shall be counted and all of such votes shall be deemed null and void other than to determine whether a quorum exists.

ARTICLE 7: MANAGEMENT COMMITTEE

7.1 **Management Committee.** Subject to Section 7.2:

- (a) Except as otherwise provided in the Act, the Declaration, these Articles, and the Bylaws, the business and affairs of the Association shall be controlled, conducted, and managed by the Management Committee and by such Officers as the Management Committee shall elect or appoint in accordance with the Bylaws.
- (b) The Management Committee may act on behalf of the Association in all cases, except to: (1) amend or terminate the Declaration; (2) terminate the Association; (3) elect Directors, other than to fill a vacancy for the unexpired portion of any Director's term; or (4) determine the number, qualifications, powers, duties, or terms of office of Directors.
- (c) The Management Committee shall consist of two Directors from the Owners. The two Directors shall be elected by the Owners of Lots within the development. Terms of office of Directors shall be as set forth in the Bylaws.

7.2 **Declarant Control Period.** During the Declarant Control Period, and notwithstanding anything to the contrary in Section 7.1, the Management Committee shall consist of two (2) Directors, who shall be appointed by Declarant and shall serve until replaced by Declarant or until their successors take office, whichever occurs earlier. The names and addresses of the initial Directors are as follows:

Name	Address
Kevin Garn	748 West Heritage Park Boulevard Ste, 203, Layton Utah 84041
Dan Bridenstine	1513 N Hill Field Rd, Ste 1 Layton, UT 84041-2273

ARTICLE 8: LIABILITY AND INDEMNIFICATION

8.1 **Limits on Directors' Liability.** To the fullest extent permitted by the Act, a Director shall not be liable to the Association or the Members for monetary damages for breach of fiduciary duty.

8.2 **Indemnification.** To the fullest extent permitted by the Act, the Association shall indemnify each Director and each Officer, employee, fiduciary, and agent of the Association.

8.3 **No Retroactive Application.** Any repeal or modification of this Section 8.1 shall be prospective only and shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification.

ARTICLE 9: BYLAWS

The initial Bylaws shall be adopted by the Management Committee. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with the Declaration or these Articles. Subject to the provisions of the Declaration, the Management Committee shall have the power to alter, amend, or repeal the Bylaws from time to time and to adopt new Bylaws. If, however, the Members make, amend, or repeal any provision of the Bylaws, the Management Committee shall not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action. The Members may make, amend, or repeal any Bylaw by an affirmative vote of no less than seventy-five percent (75%) of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy or by written ballot, together with the approval of the Class B Member, if any.

ARTICLE 10: AMENDMENT

Except as limited by law or the Declaration, the Association may amend, alter, change, or repeal any provision contained in these Articles by an affirmative vote of no less than seventy-five percent (75%) of the votes entitled to be cast by the Class A Members participating in a meeting in person, by proxy or by written ballot, together with the approval of the Class B Member, if any.

The undersigned incorporator has executed these Articles of Incorporation as of October 20 2010

Legacy Crossing, LLC, a Utah limited liability company

By: 
Kevin Garn, Manager

The undersigned hereby accepts appointment as registered agent for the Corporation.

Legacy Crossing, LLC, a Utah limited liability company

By: 
Danny C. Bridenstine Member

The undersigned hereby accepts appointments as registered agent for the Corporation.