

After Recording Return to:

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
for
LEGACY VILLAGE PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY VILLAGE PLANNED RESIDENTIAL UNIT DEVELOPMENT (this "Declaration") is hereby adopted by Legacy Village Association ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit A** attached hereto ("Property"):

(B) On or about May 2, 2001, a Plat Map depicting the Legacy Village Phase 1 P.R.U.D. was recorded in the Davis County Recorder's Office, as Entry No. 1658135.

(C) On or about May 2, 2001, a Declaration of Covenants, Conditions and Restrictions of Legacy Village Planned Residential Unit Development ("Enabling Declaration") was recorded in the Davis County Recorder's Office, as Entry No. 1658136.

(D) On or about April 5, 2002, a Plat Map depicting the Legacy Village Phase 2 P.R.U.D. was recorded in the Davis County Recorder's Office, as Entry No. 1743578.

(E) On or about April 5, 2002, an Amendment to the Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development Phase 2 was recorded in the Davis County Recorder's Office as Entry No. 1743579.

(F) On or about June 17, 2003, an Amendment and Addendum to the Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development was recorded in the Davis County Recorder's Office as Entry No. 1879095.

(G) On or about August 4, 2003, a Plat Map depicting the Legacy Village Phase 3 P.R.U.D. was recorded in the Davis County Recorder's Office, as Entry No. 1895315.

(H) On or about August 4, 2003, an Amendment to the Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development was recorded in the Davis County Recorder's Office as Entry No. 1895316.

(I) On or about June 21, 2004, a Plat Map depicting the Legacy Village Phase 4 P.R.U.D. was recorded in the Davis County Recorder's Office, as Entry No. 1995825.

(J) On or about June 21, 2004, an Amendment to the Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development was recorded in the Davis County Recorder's Office as Entry No. 1995826.

(K) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(L) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. Plat Map(s) for the Property are attached hereto as **Exhibit "B."**

(M) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of the Legacy Village Association ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(N) The Association and its Members desire that the Board adopt the Amended & Restated Bylaws for the Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Legacy Village Association, a copy of which is attached hereto as **Exhibit "C"** ("Bylaws"), which shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, including the Bylaws set forth in Article VII of the Enabling Declaration, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

CERTIFICATION

(O) Pursuant to the Enabling Amendment, Owners of record holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(P) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(Q) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles.

(C) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) “Articles” shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(E) “Association” shall mean LEGACY VILLAGE ASSOCIATION and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of LEGACY VILLAGE ASSOCIATION.

(G) "Bylaws" shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit C**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) "City" shall mean Layton, Utah and its appropriate departments, officials and committees.

(I) "County" shall mean Davis County, Utah and its appropriate departments, officials and committees.

(J) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto, including, but not limited to: private streets and driveways, gates (if any), sidewalks that serve Common Area or more than one Dwelling, curbing, open space, kids' play area, perimeter fence, street lights, community light poles, any community mailboxes, any community parking facilities, open space, detention basins, community clubhouse and pool, and other areas identified in the Plat.

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act

(L) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Legacy Village Planned Residential Unit Development together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, whether attached or detached from other residences, together with all Improvements used in conjunction with such residence, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Dwelling. Patios, decks and porch areas, including any divider fence panels, shall constitute part of the Dwelling. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Dwelling or serving only the Dwelling shall be part of the Dwelling.

(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures, Dwelling and appurtenances of every type and kind, including but not limited to buildings, single family homes, Dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "Harmonious" shall refer to Improvements and structures within the community that are consistent with the existing character, architectural style, colors, and theme as other Improvements in the Subdivision so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements.

(Q) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project, including any Dwelling or Improvement constructed thereon. If the Project contains Dwellings that share a Party Wall, Lot may also refer to each individually, owned Dwelling.

(R) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in who or in part) in fee simple, according to the records of the Davis County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(U) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Legacy Village Planned Residential Unit Development in the Davis County Recorder's Office, as it may be amended from time to time.

(V) "Private Streets" shall mean and refer to all of the roads and streets within the Project that are designated on the Plat(s) as private streets. Private Streets shall for all purposes be deemed to be Common Areas.

(W) "Project" shall mean all phases of Legacy Village Planned Residential Unit Development and all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(X) "Property" shall have the meaning set forth in the Recitals.

(Y) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.3 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.5 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For an easement to approve, control and maintain landscaping for the benefit of all Owners of Lots within the Property.

(b) For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(c) For inspection, maintenance, repair and replacement of portions of the Common Area;

(d) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(e) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(f) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III
COMMON AREAS, DWELLINGS & MAINTENANCE RESPONSIBILITIES

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration. The Association shall maintain the Common Areas.

3.2 Common Area Maintenance by the Association. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair and replacement of all Common Area, which generally include, without limitation, the following:

(a) Asphalt repair, maintenance and replacement of private roads and visitor parking areas within the Project;

(b) Maintain, repair and replace driveways and sidewalks that serve the Common Area or more than one Dwelling;

(c) Maintain, repair and replace perimeter fencing;

(d) Light Poles and community mailboxes (if any);

(e) Private utility lines/infrastructure that serves more than one Lot that are not maintained by the City or County.

(f) Maintain, repair and replace the elements of the clubhouse, pool and other amenities in the Common Area;

(g) Landscape Maintenance. The Association shall perform general landscaping maintenance in the Subdivision, which will generally include mowing, edging,

blowing of grass, raking and disposal of leaves. The Association shall maintain the original sprinkler system, as originally installed. The Association may adopt Rules to add further detail with regard specific landscape maintenance provided by the Association and those responsibilities of Owners concerning such items including, but not limited to: gardens, flowerbeds, bushes, trees, and other landscaping elements. Landscaping for any Dwelling shall be maintained in good condition by the Owner. Prior written permission must be obtained by the ACC to materially modify exterior landscaping on any Dwelling.

(h) Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow within the Project. The Association shall cause snow to be removed from the private roads in the community. The Board may adopt rules and policies with respect to snow removal from driveways, sidewalks and other relevant areas within the Project. Owners shall be responsible for removing snow from applicable areas on their Lot. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow will be delegated to a third party, who will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. The Association shall not be responsible or liable for said third party's discretion and removal of snow.

3.3 Owner's Maintenance of Lot and Dwelling. Owners are solely responsible to maintain, repair and replace all Improvements on their Lot, including the Dwelling and all components of the Dwelling, specifically including, but not limited to: roofs, rain gutters and downspouts, exterior walls, footings, foundations, cement pads within the Dwelling and garage, doors, windows, patios, decks, porches, sidewalks that only serve their Dwelling, and all other components on the Lot not specifically maintained by the Association.

3.4 Repairs by Association. In the event that an Owner permits his Lot, Dwelling or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within fifteen (15) days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts may bear interest from the date advanced at the lawful judgment rate under applicable state law.

3.5 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance that existed when initially

constructed. No subsequent, exterior alterations, Improvements, or remodeling without the advance written approval of the ACC.

3.6 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner(s) will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ACC, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ACC, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE IV **PARTY WALLS**

4.1 Party Wall Repair and Maintenance. Each Dwelling that shares one or more Party Wall(s), will also share elements of a common roof, a common exterior wall, or other common exterior elements with adjacent Dwelling(s). The Owners acknowledge that certain repairs or maintenance to Dwellings with a Party Wall(s) may become necessary, which repairs or maintenance may not be able to be performed on one Dwelling only. Accordingly, Owners that have party wall should cooperate with the adjoining owner in undertaking repairs that will impact the adjoining Dwelling. Notwithstanding, the presence of party walls, Owners shall be solely responsible for the maintenance, repair, and replacement of their Dwellings.

4.2 Party Wall Insurance. The existence of Party Walls within the Project requires blanket property insurance coverage as required by the Governing Documents and/or Act on all attached Dwellings.

ARTICLE V **MEMBERSHIP**

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE VI
VOTING

6.1 Only an Owner that is current on all assessments and/or other fees shall be entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VII
HOMEOWNER ASSOCIATION

7.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project, and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (ii) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

(b) Special Assessment. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Special Assessments in excess of twenty percent (20%) of the annual assessment shall be approved by at least fifty-one percent (51%) of owners.

(c) Individual Assessment. In addition, the Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Subdivision or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the

cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) **Reserve Fund Assessment.** The Association may levy a reserve fund assessment, as set forth in this article.

(e) **Other Assessments.** The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.4 **Budget.** The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

(a) If the budget contains an increase of more than 10% in the amount of regular Assessments from the previous year, the Board shall obtain the approval or consent of not less than 51% of eligible Members to adopt such increase.

7.5 **Reserve Fund Analysis.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

(a) The Board may not use money in a reserve fund:

(i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;

(ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or

(iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 **Reserve Fund Account Creation.** The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate

line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of up to \$500.00, unless a lesser amount is determined by the Board.

7.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.12 Payoff Information. When a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

7.13 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

7.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

7.17 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VIII **ARCHITECTURAL CONTROL COMMITTEE**

8.1 Architectural Control Committee ("ACC"). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

8.2 Approval by Board or ACC Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ACC, which plans must be Harmonious with existing Improvements and the existing character within the Subdivision. Approval of the ACC will be sought in the following manner:

(a) Plans Submitted. A plan for the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work, as well as applicable license and insurance information; (3) when construction or remodeling will begin and conclude; and (4) Owner(s) responsible to verify any required Lot boundaries.

(b) Review. Within 30 days from receipt of the complete plans, the ACC will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are Harmonious with other Improvements within the Project. The Board or ACC may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ACC fails to respond within thirty (30) days, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be Harmonious with the other Improvements in the Project.

8.3 Variances. The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

8.4 Board and ACC Not Liable. The Board, ACC and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ACC as a result of the performance or failure to perform the duties created by this Declaration.

8.5 Limitations on Review. The ACC's review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction.

ARTICLE IX

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

9.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

9.2 Due Date & Late Charges. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances at 18% per annum or 1.5% per month. The Board may also impose attorney fees and other reasonable charges imposed by a Manager or attorney related to collections.

9.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

9.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

9.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

9.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

9.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

9.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot or Unit for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE X
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

10.1 The lien of assessments and late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE XI
USE LIMITATIONS & RESTRICTIONS

11.1 Single Family Use. All Lots are intended as single family residential Dwellings and shall be used for no purpose other than single family residential purposes.

11.2 Obstructions. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Board of Directors. The

Board of Directors may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the owners or protecting the Dwellings or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board of Directors except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Board of Directors.

11.3 Prohibited Conduct. Nothing shall be done or kept in any Dwelling or in part thereof which would result in the cancellation of the insurance on the project or any part thereof or increase of the rate of the insurance on the project or any part thereof over what the Board of Directors but for such activity, would pay, without the prior written consent of the Board of Directors. Nothing shall be done or kept in any Dwelling or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any government body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any owner or any invitee, and each owner shall indemnify and hold the Board of Directors and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other owner. No noxious, destructive or offensive activity shall be earned on many Dwelling or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.

11.4 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any Dwelling, except as designated by the Board of Directors.

11.5 Noxious or Offensive Activity. No noxious or offensive trade or activity shall be carried on in any Dwelling or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective Dwelling or which shall in any way increase the rate of insurance.

11.6 Temporary Structures & Parking. No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other out building shall be used in connection with any Dwelling at any time as a residence, either temporarily or permanently. No trailer, camper, boat, or truck larger than 3/4 ton, or similar equipment, shall be permitted to remain upon any property within the project, unless placed on a designated off-street parking area. The Association may adopt Rules further delineating requirements with respect to parking.

11.7 Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in or around any Dwelling or the Project, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any Dwellings subject to the rules and regulations adopted by the Association, provided, that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable

quantities" shall ordinarily mean more than two (2) pets per household (approved service or animals shall count toward the total quantity). The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors a nuisance to any other owner. Animals belonging to owners, occupants or their licensees, tenants or invitees within the properties must be either kept, within an approved enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the ACC. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed the Board of Directors, to a pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants, invitees, for any unreasonable noise or damage to person or property caused by animals brought or kept upon the properties by an owner or by members of his family, his tenants, or his guests and it shall be the absolute duty and responsibility of each such owner to clean up after such animals which have used any portion of the Project. The Board may adopt further rules and regulations, as necessary, regarding service and assistance animals.

11.8 Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted upon or around any Dwelling or Common Areas not screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefor and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view. The Association may adopt Rules further delineating requirements with respect to the storage, collection and disposal of garbage, rubbish and trash.

11.9 Fences. No fence, hedge, wall or other dividing instrumentality shall be constructed, planted or maintained, except those that are approved by the ACC. The Committee may allow such as are compatible with its architectural plans, and total development of the project.

11.10 Antennas. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Dwellings or structures in said Properties unless and until the same have been approved in writing by the Architectural Committee of the Association, consistent with federal law.

11.11 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance.

Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

11.12 Combination of Dwellings. No Dwelling may be combined with another Dwelling without the consent of the ACC.

11.13 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the ACC.

11.14 No Unsightliness. No unsightliness is permitted on any Lot that would violate any City ordinances.

11.15 Awnings. All awnings or patio covers must receive prior approval from the ACC.

ARTICLE XII RENTAL/LEASE RESTRICTIONS

12.1 Rental/Lease Restrictions.

(a) Daily, nightly, weekly or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Dwellings shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers.

(b) An Owner must reside in the Dwelling for one year prior to being able to lease an otherwise qualifying Dwelling.

(c) A Person cannot own more than 5 Lots in the Subdivision.

(d) An Owner may not lease less than the entire Dwelling for an otherwise qualifying Dwelling.

(e) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least one year, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

(f) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least ten (10) days prior to occupation of the Dwelling by the non-owner occupant.

(g) The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

(h) As of the date of this recording, there are 19 non-owner-occupied Dwellings (collectively "Existing Rental Dwellings") as set forth in **Exhibit D**. With the exception of those Dwellings that are exempt pursuant to paragraph (j) below, only the Existing Rental Dwellings may be rented or non-Owner occupied at any one time for a maximum of 35% of the total Dwellings in the community. The ability to lease a Dwelling expires upon the sale or transfer of ownership of said Dwelling, or if an Owner re-occupies the Dwelling. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Dwelling.

(i) Violations of the provisions of this Article shall result in the imposition of a fines and further enforcement action as deemed necessary by the Board.

(j) The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-owner-occupied Dwellings and the occupants of those Dwelling, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

(j) Exempt Non-Owner-Occupied Dwellings. The following Dwellings may be exempt from certain rental restrictions:

- (i) An Owner in the military for the period of the Owner's deployment.
- (ii) A Dwelling occupied by an Owner's parent, child, or sibling.

(iii) An Owner whose employer has relocated the Owner for no less than two years.

(iv) A Dwelling owned by a trust or entity that is occupied by an individual who:

- a. Has voting rights under the organizing documents and has 25% or greater share of ownership, control and right to profits and losses of the entity; or

A trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:

- a. The estate of a current resident of the Dwelling; or
- b. The parent, child, or sibling of the current resident of the Dwelling

ARTICLE XIII **INSURANCE**

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) “Covered Loss” means a loss, resulting from a single event or occurrence that is covered by the Association’s property insurance policy.
- (2) “Dwelling Damage” means damage to a Dwelling.
- (3) “Dwelling Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Dwelling Damage.

13.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, facilities and Dwellings.

- (1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and storm water run-off, if reasonably available;

and (2) all perils normally covered by “special form” property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

(d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association’s property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(e) Association’s Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association’s property insurance policy deductible the Association need not tender the claim to the Association’s insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

13.4 Director’s and Officer’s Insurance. The Association shall obtain Directors’ and Officers’ liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil

- rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
- (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

13.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

13.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

ARTICLE XIV
DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XV
DISBURSEMENT OF PROCEEDS

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected

Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI
REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII
CONDEMNATION

17.1 Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

18.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

- (a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

18.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

18.3 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.4 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

18.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

18.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven percent (67%) of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

18.7 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

18.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

18.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

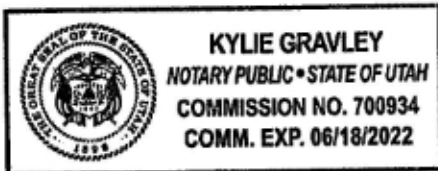
LEGACY VILLAGE ASSOCIATION

Lillian (Lori) Lunt

By: Lori Lunt
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF Davis)

On this 10th day of June, 2019, personally appeared before me Lori Lunt, who being by me duly sworn, did say that she is a Board Member of the Legacy Village Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



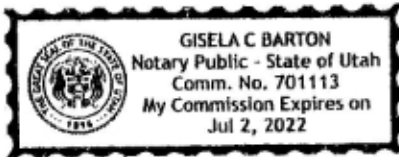
Kylie Gravley
Notary Public

LEGACY VILLAGE ASSOCIATION

Leilani Ople
By: Leilani Ople
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Davis)

On this 17th day of June, 2019, personally appeared before me Leilani Ople, who being by me duly sworn, did say that she a Board Member of the Legacy Village Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



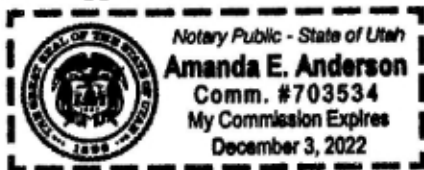
Gisela C Barton
Notary Public

LEGACY VILLAGE ASSOCIATION

Kim Stevenson
By: Kim Stevenson
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Davis)

On this 7 day of June, 2019, personally appeared before me Kim Stevenson, who being by me duly sworn, did say that she is a Board Member of the Legacy Village Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Amanda E. Anderson
Notary Public

**Exhibit A
Legal Description**

PHASE 1:

ALL OF UNIT 101 THROUGH UNIT 112, LEGACY VILLAGE PHASE 1 P.R.U.D.

Serial Nos. 10-229-0101 through 10-229-0112

COMMON AREA:

COMMON AREA OF LEGACY VILLAGE PHASE 1 P.R.U.D. AS DEFINED BY PLAT RECORDED 5-2-01 AS ENTRY #1658135, BK 2799 PG 162 CONT. 0.714 ACRES. THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

Serial No. 10-229-0113

PHASE 2:

ALL OF UNIT 201 THROUGH UNIT 212, LEGACY VILLAGE PHASE 2 P.R.U.D.

Serial Nos. 10-240-0201 through 10-240-0212

COMMON AREA:

COMMON AREA, LEGACY VILLAGE PHASE 2 P.R.U.D. AS DEFINED BY PLAT RECORDED APRIL 5, 2002 AS E# 1743578 BK 3019 PG 240. CONT. 0.74 ACRES THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.

Serial No. 10-240-0213

PHASE 3:

ALL OF UNIT 301 THROUGH UNIT 312, LEGACY VILLAGE PHASE 3 P.R.U.D.

Serial Nos. 10-246-0301 through 10-246-0312

COMMON AREA:

COMMON AREA/PRIVATE ROAD, LEGACY VILLAGE PHASE 3 P.R.U.D. AS DEFINED

BY PLAT RECORDED AUGUST 4, 2003 AS E#1895315 BK 3345 PG 1168. CONT. 0.94 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL NUMBER IS NOT TO BE CONSTRUED AS A TAXABLE PARCEL OF LAND.)

Serial No. 10-246-0313

PHASE 4:

ALL OF UNIT 401 THROUGH UNIT 418, LEGACY VILLAGE PHASE 4 P.R.U.D.

Serial Nos. 10-255-0401 through 10-255-0418

COMMON AREA:

COMMON AREA, LEGACY VILLAGE PHASE 4, PRUD. CONT 0.90 ACRES (THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY & THIS PARCEL IS NOT TO BE CONSTRUED AS A SEPARATELY TAXABLE PARCEL OF LAND.)

Serial No. 10-255-0419

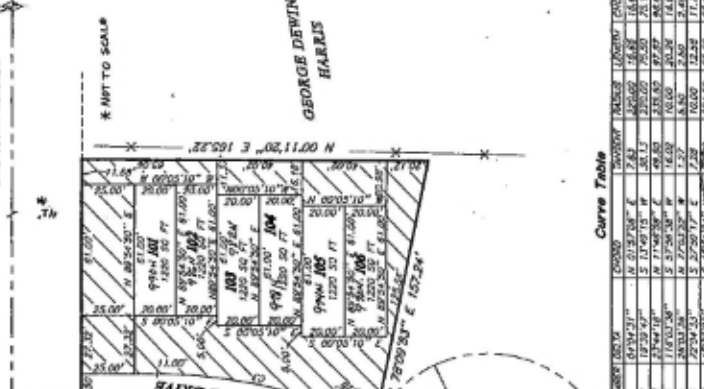
LEGACY VILLAGE PHASE 1 P.R.U.D.

PART OF THE NORTHWEST QUARTER OF SECTION 25, T.4N., R.17E., S.13R., U.S. SURVEY
LATAH COUNTY, IDAHO

AUGUST, 2000

3505

STATE OF IDAHO
COUNTY OF AHOE
DATE OF SALE 8/2/00
BY 1. [Signature] 2. [Signature]
ON BEHALF OF THE UNDERSIGNED PROPERTY OWNER AND ASSOCIATED DEVELOPERS, HEREINAFTER REFERRED TO AS "THE UNDERSIGNED."
AND CERTIFICATE OF TITLE BY [Signature] STATE OF IDAHO COUNTY OF AHOE
TO [Signature] 2. [Signature]
FOR THE PURPOSES HEREBY INTENDED



Legacy Village Phase 1 P.R.U.D. Boundary Description
Part of the Northwest Quarter of Section 25, T.4N., R.17E., S.13R., U.S. Survey, Latah County, Idaho, as shown on the Plat of Legacy Village Phase 1 P.R.U.D., Latah County, Idaho, as recorded in Book 7322, Page 1190, of the Official Public Records of Latah County, Idaho.

Beats of Bearings
The base of bearings for this plat is the Old County corner of Section 25, T.4N., R.17E., S.13R., U.S. Survey, Latah County, Idaho, as shown on the Plat of Legacy Village Phase 1 P.R.U.D., Latah County, Idaho, as recorded in Book 7322, Page 1190, of the Official Public Records of Latah County, Idaho.

Narrative
The purpose of this survey is to create a P.R.U.D. of Legacy Village Phase 1 P.R.U.D. The survey was conducted on August 2, 2000, by [Surveyor Name], a Professional Surveyor in the State of Idaho. The survey was conducted in accordance with the provisions of the Idaho Surveying Act, Chapter 24, Title 54, Idaho Code, and the rules and regulations of the Board of Professional Surveyors of the State of Idaho.

ACKNOWLEDGMENT
I, [Signature], the undersigned owner of the herein-described tract of land, hereby acknowledge that the same have been duly surveyed and divided into sections as shown on the above plat, and that the same are being offered for sale in accordance with the provisions of the Idaho Surveying Act, Chapter 24, Title 54, Idaho Code, and the rules and regulations of the Board of Professional Surveyors of the State of Idaho.

ACKNOWLEDGMENT
I, [Signature], the undersigned owner of the herein-described tract of land, hereby acknowledge that the same have been duly surveyed and divided into sections as shown on the above plat, and that the same are being offered for sale in accordance with the provisions of the Idaho Surveying Act, Chapter 24, Title 54, Idaho Code, and the rules and regulations of the Board of Professional Surveyors of the State of Idaho.

ACKNOWLEDGMENT
I, [Signature], the undersigned owner of the herein-described tract of land, hereby acknowledge that the same have been duly surveyed and divided into sections as shown on the above plat, and that the same are being offered for sale in accordance with the provisions of the Idaho Surveying Act, Chapter 24, Title 54, Idaho Code, and the rules and regulations of the Board of Professional Surveyors of the State of Idaho.

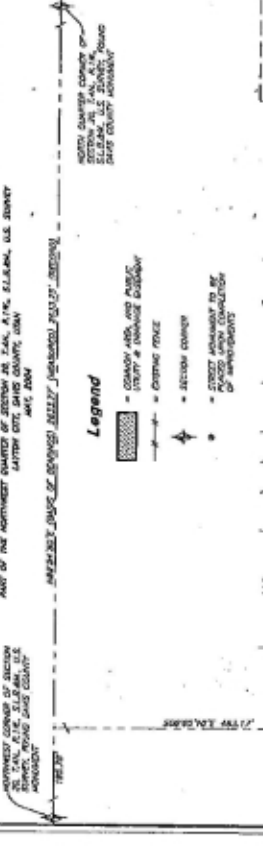
STATE OF IDAHO
COUNTY OF AHOE
[Signature]
DATE: 8/2/00

STATE OF IDAHO
COUNTY OF AHOE
[Signature]
DATE: 8/2/00

STATE OF IDAHO
COUNTY OF AHOE
[Signature]
DATE: 8/2/00

3505

LEGACY VILLAGE PHASE 4 P.R.U.D.



LEGACY VILLAGE PHASE 4 P.R.U.D.
Boundary Description

PART OF THE SECTION 20, T13N, R14E, S14M, S.L.R.M.,

ADJACENT AT THE SOUTHWEST CORNER OF LEGACY VILLAGE PHASE 2

FIELD, AND PART ADJACENT ALONG THE SECTION LINE TO THE

SOUTH CORNER OF LOT 295 AND THE SOUTH LINE OF LOTS 294, 296

AND 297 AND INTERSECTING THE SOUTH LINE OF LOTS 294, 296

AND 297 WITH THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

AND INTERSECTING THE NORTH LINE OF LOTS 294, 296 AND 297

Basis of Bearings

The basis of bearings for this plat is the State of Illinois Survey System and the North Quarter Corner of Section 20, T13N, R14E, S14M, S.L.R.M., U.S. SURVEY. SIGHT MEASUREMENTS WERE TAKEN AT THE POINTS AND CORNERS AS SHOWN ON THE PLAT.

Narrative

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY AND TO DEFINE THE BOUNDARIES OF THE SEVERAL LOTS SHOWN ON THIS PLAT. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS PLAT. ALL LOTS SHOWN ON THIS PLAT ARE TO BE CONVEYED TO THE PARTY NAMED THEREON BY A DEED AND TO BE BOUND BY THE BOUNDARIES SHOWN ON THIS PLAT. ALL LOTS SHOWN ON THIS PLAT ARE TO BE CONVEYED TO THE PARTY NAMED THEREON BY A DEED AND TO BE BOUND BY THE BOUNDARIES SHOWN ON THIS PLAT.

Curve Table

CHORD	ARC	ANGULAR DISTANCE	CHORD BEHIND
1.00	1.00	0.000	0.000
1.25	1.25	0.015	0.003
1.50	1.50	0.047	0.010
1.75	1.75	0.099	0.025
2.00	2.00	0.164	0.048
2.25	2.25	0.238	0.080
2.50	2.50	0.319	0.121
2.75	2.75	0.395	0.171
3.00	3.00	0.466	0.229
3.25	3.25	0.531	0.295
3.50	3.50	0.591	0.369
3.75	3.75	0.646	0.450
4.00	4.00	0.696	0.538
4.25	4.25	0.741	0.633
4.50	4.50	0.781	0.735
4.75	4.75	0.816	0.843
5.00	5.00	0.847	0.957
5.25	5.25	0.874	1.076
5.50	5.50	0.897	1.200
5.75	5.75	0.916	1.328
6.00	6.00	0.932	1.460

CONVEYANCE

THE UNDERSIGNED, COUNTY CLERK OF THE COUNTY OF LATAH, OKLAHOMA, DO HEREBY CERTIFY THAT THE FOREGOING HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY.

WITNESS MY HAND AND THE SEAL OF SAID COUNTY AT THE CITY OF LATAH, OKLAHOMA, THIS 14th DAY OF JULY, 2014.

ACQUITTED

THE UNDERSIGNED, COUNTY CLERK OF THE COUNTY OF LATAH, OKLAHOMA, DO HEREBY CERTIFY THAT THE FOREGOING HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF SAID COUNTY.

WITNESS MY HAND AND THE SEAL OF SAID COUNTY AT THE CITY OF LATAH, OKLAHOMA, THIS 14th DAY OF JULY, 2014.

DAVE COUNTY CLERK

RECEIVE & ASSOCIATES, INC.

SEAL

RECEIVED

PLAT 288 LATTON CROSSING COMMERCIAL AMENDED II

PLAT 289 LATTON CROSSING COMMERCIAL AMENDED II

PLAT 294 LEGACY VILLAGE PHASE 4 P.R.U.D.

4050

EXHIBIT C

**AMENDED & RESTATED BYLAWS
OF LEGACY VILLAGE ASSOCIATION**

The following are the Amended & Restated Bylaws of Legacy Village Association (“Bylaws”), a Utah nonprofit corporation (“Association”). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded with the Davis County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Legacy Village Planned Residential Unit Development, of even date and recorded in the Official Records of the Davis County Recorder’s Office (hereinafter referred to as the “Declaration”), and as the same may be amended from time to time as therein provided.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Members shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Members may be called at the request of the Board, or upon written request of the Members holding at least fifty-one percent (51%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication, or (2) by hand-delivery, including affixing the notice to the front door of the Dwelling. Notice shall be provided at least fifteen (15) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board, or by hand-delivery, including affixing the notice to the front door, of the Owner’s Dwelling. Said notice is effective upon sending the email or electronic communication or upon affixing the notice to the front door of the Dwelling. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request of the Association, Members shall provide a valid email address for purpose of notification related to the Association unless the Member has opted out by providing a written request to the Association for notice by U.S. mail.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Member, and filed with the Board, including electronic delivery as provided for in the proxy form provided by the Association. Any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Member of his Lot. If conflicting proxy votes for a Member or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible vote. Voting shall be in accordance with the Declaration.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Master Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). Directors shall serve for a term of two years; provided, however, that initially the Board shall identify one of the three Directors to serve for a one-year term. Thereafter, all Directors elected shall serve for a two-year term. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual and approved expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board may take appropriate action to develop, implement and update procedures for record retention.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any three (3) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary and treasurer, who shall at all times be members of the Board, a treasurer or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX WAIVER OF PROCEDURAL IRREGULARITIES

Section 9.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Utah law.

**ARTICLE X
AMENDMENTS/ ORDER OF PRECEDENCE**

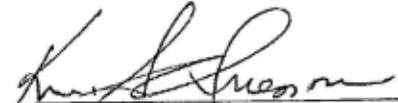
Section 11.1 Amendment. These Bylaws may be amended by the unanimous consent of the Board of Directors or the approval of at least fifty-one percent (51%) of total membership eligible to vote. An amendment to these Bylaws shall be effective immediately upon recordation in the Davis County Recorder, State of Utah.

**ARTICLE XII
FISCAL YEAR**

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah.

LEGACY VILLAGE ASSOCIATION



By: Kim Stevenson
Its: Board Member

EXHIBIT D

Rentals

876 N. 1125 W.

879 N. 1125 W.

884 N. 1125 W.

885 N. 1125 W.

887 N. 1125 W.

889 N. 1125 W.

896 N. 1125 W.

905 N. 1125 W.

909 N. 1125 W.

935 N. 1125 W.

939 N. 1125 W.

943 N. 1125 W.

954 N. 1125 W.

955 N. 1125 W.

977 N. 1125 W.

979 N. 1125 W.

983 N. 1125 W.

987 N. 1125 W.

990 N. 1125 W.