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SANPETE COUNTY CORPORATION  
For: Vial Fotheringham LLP - Utah SL

*Meadows, Hollows, Skyline Heights*

**LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION  
SANPETE COUNTY, UTAH**

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**AMENDED, RESTATED, AND CONSOLIDATED  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR  
SKYLINE HEIGHTS SUBDIVISIONS & THE HOLLOWES SUBDIVISION  
TO BE HENCEFORTH KNOWN AS  
LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION**

**This Amended, Restated, and Consolidated Declaration (the "Declaration") is hereby adopted by the Skyline Heights Subdivisions and by the Hollows Subdivision, for and on behalf of their Members, and made effective as of the date recorded in the Sanpete County Recorder's Office. The consolidated association shall hereinafter be known as the Legacy Mountain Homeowners' Association (the "Association").**

### **RECITALS**

- 1. This Declaration supersedes and replaces in their entirety the following: 1) the previously recorded Declaration of Covenants, Conditions and Restrictions of Skyline Heights Subdivisions that was recorded as Entry No. 00042518 on March 6, 1996 at the Sanpete County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration (the "Skyline Heights Declaration"); 2) the previously recorded Declaration of Covenants, Conditions and Restrictions of the Hollows Subdivision that was recorded as Entry No. 00074249 on November 5, 1999 at the Sanpete County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration (the "Hollows Declaration"). The foregoing, previously recorded Declarations shall hereinafter be called the "Prior Declarations."**
- 2. The Bylaws of the Association, attached as Exhibit "B", supersede and replace any previous Bylaws and any amendments thereto of either Skyline Heights Subdivisions or of the Hollows Subdivision.**
- 3. This Declaration affects and concerns the real property located in Sanpete County, Utah, depicted on the rendering attached hereto as Exhibit "A" and more particularly described as follows (the "Property"):**

**The Meadows Subdivision lots 1-18 and common areas inclusive  
The Skyline Heights Subdivision lots 1-62 and common areas inclusive  
The Hollows Subdivision lots 1-133 and common areas inclusive**

- 4. The Skyline Heights Declaration was originally recorded against the lots and common areas of the Meadows Subdivision, the Skyline Heights Subdivision, the Willow Glen Subdivision, the South Ridge Subdivision, and the North Ridge Subdivision. Prior to this Declaration, the Willow Glen, South Ridge, and North Ridge subdivisions were de-annexed from the association created by the Skyline Heights Declaration and were removed from the effects of the same. The Willow Glen, South Ridge, and North Ridge subdivisions shall not be part of the Legacy Mountain Homeowners' Association nor shall they be subject to this Declaration except that the Legacy Mountain Homeowner' Association shall have authority to enforce this Declaration against any lot in the Willow Glen, South Ridge, and North Ridge subdivisions where an instrument of de-annexation is not recorded.**
- 5. 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**

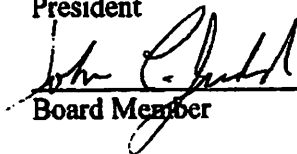
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within the Project. Common Areas are those areas that are darkly shaded on Exhibit "A" and those areas described in this Declaration.

6. One association was created by the Skyline Heights Declaration which was therein referred to as the "Skyline Heights Subdivisions" and another was created by the Hollows Declaration which was therein referred to as the "Hollows Subdivision." While the members of the association have jointly elected, operated under, and ratified a combined board of directors, and while some previous efforts have been made to consolidate these associations, such consolidation was not formalized. Accordingly, in accordance with Utah Code § 57-8a-601, the Members of the Skyline Heights Subdivisions and the Hollows Subdivision hereby consent, ratify and approve the consolidation of these associations into a single association. The Skyline Heights Subdivisions and the Hollows Subdivision, by and through their Members hereby authorize, approve, and ratify the creation of the Utah nonprofit corporation known as Legacy Mountain Homeowners' Association, Inc.
7. Pursuant to Article IX, Section 2 of the Skyline Heights Declaration, and pursuant to Article IX, Section 2 of the Hollows Declaration, owners of record in the Skyline Heights Subdivisions holding not less than fifty percent (50%) of the total voting power and owners of record in the Hollows Subdivision holding not less than sixty percent (60%) of the total voting power provided their written consent approving, ratifying, and consenting to 1) the filing of the Articles of Incorporation for the Association; 2) the consolidation of the Skyline Heights Subdivisions and the Hollows Subdivision; 3) the recording of the Bylaws for the Association; and 4) the recording of this Declaration.

President and Treasurer, of the combined Board of Directors, hereby certify and swear that the above described approval was obtained ratifying, accepting and approving the recording or filing of this Declaration, the Bylaws and the Articles.

President

  
Board Member

Treasurer

  
Board Member

8. By subjecting the Property to this Declaration it is the desire, intent and purpose of the Association to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on the Property, and which will increase and preserve the utility, attractiveness, quality and value of said land
9. These recitals are made a part of this Declaration.

#### SUBMISSION

1. 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.
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2. The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

## I. DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code Ann. § 57-8a-102.

1. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorneys' fees, fines, late fees, default interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.
2. Articles of Incorporation shall mean the Articles of Incorporation of Legacy Mountain Homeowners' Association, Inc. on file with the State of Utah.
3. Assessment shall mean any amount imposed upon, assessed or charged an Owner or Resident at the Project.
4. Association shall mean Legacy Mountain Homeowners' Association, Inc., the Utah nonprofit corporation that was created by the filing of the Articles of Incorporation with the State of Utah.
5. Board of Directors or Board shall mean the governing board of the Association.
6. Building shall mean any of the structures constructed in the Project.
7. Budget shall mean a written, itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration.
8. Business Use and Trade shall mean any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form

of consideration, regardless of whether such activity (a) is engaged in full or part-time; (b) does or does generate a profit; or (c) is or is not required to be licensed.

9. **Bylaws** shall mean the Bylaws of the Association.
10. **Capital Improvement** shall mean a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.
11. **Common Area** shall mean all real property in the Project owned by the Association including but not limited to the following items:
  - (a) The real property shown on a Plat which is not dedicated to the public or part of a Lot;
  - (b) All Common Areas specifically designated as such in a Plat;
  - (c) All utility installations and all equipment connected with or in any way related to the furnishing of common utilities to the Project and intended for the common use of all Lots, such as power, gas, water and sewer;
  - (d) The roads and open spaces;
  - (e) All portions of the Project not specifically included within the individual Lots; and
  - (f) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.
12. **Common Expense** shall mean:
  - (a) All sums lawfully assessed against the Owners;
  - (b) Expenses of administration, maintenance, repair or replacement of the Project;
  - (c) Expenses allocated by the Association among the Owners;
  - (d) Expenses agreed upon as common expenses by the Association; and
  - (e) Expenses declared as common expenses by the Declaration.
13. **Community** shall mean this Project.
14. **Community Standard** or **Community Wide Standard** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, as determined by the Board from time to time.
15. **Corrective Assessments** shall mean a charge against a particular Owner and his Lot representing the costs to the Association incurred in taking corrective action against an Owner, including without limitation actions taken pursuant to Sections within the

declaration.

16. County Recorder shall mean the Sanpete County Recorder, State of Utah.
17. Declaration shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Legacy Mountain.
18. Design Guidelines shall mean the guidelines adopted from time to time by the Board at its sole discretion, or by the Architectural Review Committee as provided for herein, setting forth certain architectural standards and specification regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements on the Property. The Design Guidelines are incorporated in this Declaration by reference
18. Dwelling or Dwelling Unit shall mean an individual living unit, residence, home or dwelling constructed upon a Lot.
19. Eligible Insurer shall mean an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
20. Eligible Mortgagee shall mean a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
21. Eligible Votes shall mean those votes available to be cast on any issue before the Association or the Board. Each lot Owner is allocated 1 vote for each lot in good standing. If a Lot Owner is not current on the payment of his Assessments and fails to cure the default within thirty (30) days after written notice, then his vote shall be considered "suspended." A vote which is for any reason suspended is not an "eligible vote".
22. Governing Documents shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles of Incorporation, the Bylaws, any Plat, this Declaration, and Rules and Regulations.
23. Guest shall mean an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.
24. Improvement shall mean any physical change or addition to the Land to make it more valuable.
25. Lot shall mean a separate physical part of the Property intended for independent use as shown on a Plat. The term may include when the context requires the Dwelling Unit constructed thereon. Mechanical equipment and appurtenances located within any one Lot, or located without said Lot but designated and designed to serve only that Lot, such

as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Lot; so shall windows and window frames, doors and door frames, and trim. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Lot or serving only the Lot, and any structural members, parts, components or any other property of any kind shall be deemed to be part of the Lot. Each Lot shall be assigned a separate "parcel" or "tax identification" number by the appropriate governmental agency.

26. Lot Number shall mean the number, letter, or combination thereof designating a particular Lot.
27. Majority shall mean those eligible votes of Owners or other groups as the context may indicate totaling more than fifty percent of the total eligible number.
28. Member, unless the context clearly requires otherwise, shall mean the Owner of a Lot.
29. Owner shall mean the Person who is the owner of a Lot, including any past or present declarant. There is a presumption that the owner of record in the office of the County Recorder of a fee or an undivided fee interest in a Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, is the Owner.
30. Person shall mean a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
31. Plat shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, Improvements, or Dwellings; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Buildings, Improvements, or Dwellings created by the Plat shall comprise the Project (whether the Project is identified by the name "Legacy Mountain," "Skyline Heights," "the Meadows," "the Hollows," or by another name); and (d) which is filed for record in the office of Sanpete County
31. Repair shall mean merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.
32. Resident shall mean any person living or staying at a Legacy Mountain property.
33. Rules and Regulations shall mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable to (a) aid it in administering the affairs of the Association, (b) insure that the Property is maintained and used in a manner consistent with the interests of the Owners, (c) regulate the use of the Lots and/or Common Area and to regulate the personal conduct of the Members and their guests thereon, and (d) establish penalties and

monetary charges for the infractions of the Governing Documents, as such may be amended from time to time.

34. Single Family shall mean that term as it is defined by local ordinance and if there is no local ordinance, then *one* of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.
35. Single Family Residence shall mean both the architectural style of a Dwelling and the nature of the residential use permitted.
36. Successor Declarant shall mean the Association, its successors and assigns.
36. Trust Deed for Assessments shall mean the deed of trust created by this Declaration in Article II, subsection 34(f) to further secure the Owner's obligations to pay Assessments and to provide the Association with the power of non-judicial trust deed foreclosure provided for in Utah Code Ann. §57-1-19, *et seq.*, as amended from time to time.

## **II. COVENANTS, CONDITIONS, AND RESTRICTIONS**

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements contained in the Project include or will include Common Area and Facilities and 213 Lots comprised of:
  - 133 Lots      The Hollows
  - 62 Lots      Skyline Heights
  - 18 Lots      The Meadows

The Common Area and Facilities may include roadways, parking, open space and other improvements of a less significant nature. In addition, the Owners will have an appurtenant non-exclusive easement of enjoyment and right to use the Common Area which may include places to walk, hike, jog, bicycle, and otherwise recreate.

2. Description and Legal Status of the Property. The Plat or Plats show the type and location of each Lot and its Lot Number, which are reserved for the exclusive use of a Lot or Owners, and the Common Area and Facilities in the vicinity. The Common Area shall be deeded to and owned by the Association. All Lots shall be capable of being independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.
3. Membership in the Association and Voting Allocations. There is one class of Membership in the Association. Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot. Each Owner by virtue of his accepting a



deed or other document of conveyance to a Lot is considered a member of the Association. Each Lot shall have one (1) vote. No vote shall be cast or counted for any Lot not subject to assessment. When more than one (1) Person holds an ownership interest in a Lot, then the vote for such Lot shall be exercised as those individuals selected by the Owner and the Owner shall advise the Secretary of the Association of such selection prior to any meeting of the Association or Lot Owners. In the absence of such notice the vote of the Lot shall be counted unless more than one (1) Person seeks to exercise it and in that event the vote shall be suspended.

4. **Corporate Status of the Association.** It is intended that the Association be a nonprofit Utah corporation. If for any reason the Association loses such status or is suspended or dissolved, the Board of Directors may unilaterally re-file the articles of incorporation of the Association and adopt the prior bylaws.
5. **Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of [Lot No. \_\_\_\_] contained within [Name of Subdivision] as the same is identified in a Plat recorded in Sanpete County, Utah as Entry No. \_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_ of the official records of the County Recorder of Sanpete County, Utah (as said Final Plat may have heretofore been amended or supplemented) and in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Legacy Mountain, recorded in Sanpete County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Pages \_\_\_\_\_ of the official records of the County Recorder of Sanpete County, Utah (as said Declaration may have heretofore been amended or supplemented).

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Membership in the Association and the non-exclusive right to use and enjoy the Common Area and Facilities shall not be separated from the Lot to which they appertain; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of non-exclusive use shall automatically accompany the transfer of the Lot to which they relate.

6. **Architectural Review Committee and Design Guidelines.**
  - (a) The Board shall appoint an Architectural Review Committee ("ARC") and may establish provisions related to the ARC in the Association Rules. The ARC may consist entirely or in part of members of the Board. If the Board does not appoint an ARC, the Board shall serve as the ARC. The ARC shall prepare or adopt and promulgate on behalf of the Board design and development guidelines (the "Design Guidelines") and application and review procedures applicable to the Association Properties or any portion thereof. The Design guidelines and procedures shall be those of the Association and the ARC shall have the sole and full authority to prepare and to amend the same, subject to approval of local city or county governing bodies