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 BY: SAM, DEPUTY - WI 28 P.

**LEGACY RANCH
 MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
 AND
 RESERVATION OF EASEMENTS**

This Legacy Ranch Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements (the "Master Declaration") is executed by McArthur Homes at Legacy Ranch Towns, L.C., South Creek Development, L.C., and McArthur Homes at Legacy Ranch, L.C. (collectively "Declarant").

RECITALS:

1. Legacy Ranch North is a Utah subdivision located in Herriman Utah developed by McArthur Homes at Legacy Ranch, L.C. (the "Legacy Ranch North").
 - 1.1. The Declaration of Covenants, Conditions and Restrictions for Legacy Ranch North was recorded in the office of the County Recorder of Salt Lake County, Utah (the "Legacy Ranch North Declaration"). A Plat Map of this project was recorded concurrently therewith.
 - 1.2. The legal description for the Legacy Ranch North located in Salt Lake County, Utah is described on Exhibit "A" attached hereto and incorporated herein by this reference.
2. Legacy Ranch Patio Homes is a Utah planned unit development in Herriman, Utah developed by Legacy Ranch Patio Homes, L.L.C. (the "Legacy Ranch Patio Homes").
 - 2.1. The Declaration of Covenants, Conditions and Restrictions for Legacy Ranch Patio Homes was recorded in the office of the County Recorder of Salt Lake County, Utah (the "Legacy Ranch Patio Homes Declaration"). A Plat Map of this project was recorded concurrently therewith.
 - 2.2. The legal description for the Legacy Ranch Patio Homes located in Salt Lake County, Utah is described on Exhibit "B" attached hereto and incorporated herein by this reference.
3. Legacy Ranch South is a Utah subdivision located in Herriman Utah developed by South Creek Development, L.C. (the "Legacy Ranch South").
 - 3.1. The Declaration of Covenants, Conditions and Restrictions for Legacy Ranch South was recorded in the office of the County Recorder of Salt Lake County, Utah (the "Legacy Ranch South Declaration"). A Plat Map of this project was recorded concurrently therewith.
 - 3.2. The legal description for the Legacy Ranch South located in Salt Lake County, Utah is described on Exhibit "C" attached hereto and incorporated herein by this reference.
4. The Towns at Legacy Ranch is a Utah condominium project located in Herriman, Utah developed by Legacy Ranch Towns, L.C. (the "The Towns at Legacy Ranch").
 - 4.1. The Declaration of Condominium for The Towns at Legacy Ranch was recorded in the office of the County Recorder of Salt Lake County, Utah (the "The Towns at Legacy Ranch Declaration"). A Condominium Plat of this project was recorded concurrently therewith.

4.2. The legal description for The Towns at Legacy Ranch located in Salt Lake County, Utah is described on Exhibit "D" attached hereto and incorporated herein by this reference.

5. The Towns at Legacy Ranch, Legacy Ranch North, Legacy Ranch South, and Legacy Ranch Patio Homes are adjoining developments (collectively "Legacy Ranch Properties").

6. The Legacy Ranch Properties will share the use of the Legacy Ranch Shared Amenity, described more particularly as follows:

6.1. The mapped description of the Legacy Ranch Boulevard is set forth on Exhibit "E" attached hereto and incorporated herein by this reference.

6.2. The mapped description of the Landscape Corridor is set forth on Exhibit "E" attached hereto and incorporated herein by this reference.

6.3. The legal description for the Retention Basin is set forth on Exhibit "F" attached hereto and incorporated herein by this reference.

6.4. The legal description for the Common Parks is set forth on Exhibit "G" attached hereto and incorporated herein by this reference.

7. The lands comprising the Legacy Ranch Shared Amenity are areas featuring unique and distinctive terrain;

8. By subjecting the Legacy Ranch Shared Amenity to this Master Declaration, it is the desire, intent and purpose of Declarant to create open space in which beauty shall be substantially preserved, which will both enhance the desirability of living at the Legacy Ranch Properties and increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.

9. This Master Declaration affects that certain real property described in Exhibits A through G, inclusive, which is either owned by the Declarant or in which Declarant has an easement or right-of-way interest.

10. Declarant has constructed or is in the process of constructing upon the Legacy Ranch Shared Amenity certain improvements.

11. Declarant intends to sell to various purchasers the fee title to the individual Units and Lots at the Legacy Ranch Properties, together with both (a) an appurtenant non-exclusive right to use the Legacy Ranch Shared Amenity and (b) a corresponding membership in a homeowners association.

12. Declarant desires, by filing this Master Declaration to submit the Legacy Ranch Shared Amenity, and all improvements now or hereafter constructed thereon, to the provisions and protective covenants set forth herein.

AGREEMENT:

For the reasons recited above, and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions, and requirements set forth below, the parties hereto, and each of them, hereby agree:

I. DEFINITIONS

As used in this Declaration (including the "Recital" section above) each of the following terms shall have the indicated meaning:

1.1 The term **Boulevard** shall mean and refer to the Legacy Ranch Boulevard as designated on the Master Plat and described in Exhibit "E" attached.

- 1.2. The term **City** shall mean and refer to Herriman City in Salt Lake County, Utah.
- 1.3. The term **Combined Association** shall mean and refer to the association consisting of both the (i) The Towns at Legacy Ranch Homeowners Association and (ii) Legacy Ranch North Homeowners Association
- 1.4. The term **Common Parks** shall mean and refer to the three pocket parks as designated on the Master Plat and described in Exhibit "G" attached.
- 1.5. The term **Delegate** shall mean and refer to the voting representatives of each Member of the Association.
- 1.6. The term **Landscape Corridor** shall mean and refer to the UP&L public utility right of way corridor as designated on the Master Plat and certain adjacent property, including by way of illustration but not limitation a retention basin and entry ways, as described in Exhibit "E" attached.
- 1.7. The term **Landscaping** shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Legacy Ranch Shared Amenity, as well as the appurtenant sprinkling and irrigation systems.
- 1.8. The term **Legacy Ranch North** shall collectively and severally refer to the following items as the context requires:
- 1.8.1. The **Legacy Ranch North Homeowners Association**, which shall mean and refer to the Legacy Ranch North Homeowners Association, Inc., a Utah nonprofit corporation, consisting of all of the Lot Owners in the Legacy Ranch North Neighborhood acting as a group.
- 1.8.2. The **Legacy Ranch North Declaration**, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Legacy Ranch North recorded in the Office of the County Recorder of Salt Lake County, Utah.
- 1.8.3. The **Legacy Ranch North Neighborhood**, which shall mean and refer to all of the Lots and the Common Area comprising Legacy Ranch North, as more particularly described on Exhibit "A." The Common Parks are located within the boundaries of Legacy Ranch North and are designated as Lots 329, 330, 331, and 332 on the master plan
- 1.8.4. The **Legacy Ranch North Owners** shall mean and refer to the Owner(s) of Lot(s) at Legacy Ranch North.
- 1.8.5. The **Legacy Ranch North Permittees** shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each Owner of a Lot at Legacy Ranch North.
- 1.8.6. The **Legacy Ranch North Plat** shall mean and refer to that certain subdivision plat of Legacy Ranch North recorded in the Office of the County Recorder of Salt Lake County, Utah.
- 1.9. The term **Legacy Ranch Patio Homes** shall collectively and severally refer to the following items as the context requires:
- 1.9.1. The **Legacy Ranch Patio Homes Owners Association**, which shall mean and refer to the Legacy Ranch Patio Homes Owners Association, Inc., a

Utah nonprofit corporation, consisting of all of the Lot Owners in the Legacy Ranch Patio Homes Neighborhood acting as a group.

1.9.2 The **Legacy Ranch Patio Homes Declaration**, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Legacy Ranch Patio Homes recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.9.3 The **Legacy Ranch Patio Homes Neighborhood**, which shall mean and refer to all of the Lots and the Common Area comprising the Legacy Ranch Patio Homes planned unit development, as more particularly described on Exhibit "B."

1.9.4 The **Legacy Ranch Patio Homes Owners**, which shall mean and refer to the Owner(s) of the Lot(s) at the Legacy Ranch Patio Homes.

1.9.5 **Legacy Ranch Patio Homes Permittees** shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each owner of a Lot at the Legacy Ranch Patio Homes.

1.9.6 **Legacy Ranch Patio Homes Plat** shall mean and refer to that certain subdivision plat of the Legacy Ranch Patio Homes recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.10 The term **Legacy Ranch South** shall collectively and severally refer to the following items as the context requires:

1.10.1 The **Legacy Ranch South Homeowners Association**, which shall mean and refer to the Legacy Ranch South Homeowners Association, Inc., a Utah nonprofit corporation, consisting of all of the Lot Owners in the Legacy Ranch South acting as a group.

1.10.2 The **Legacy Ranch South Declaration**, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Legacy Ranch South recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.10.3. The **Legacy Ranch South Neighborhood**, which shall mean and refer to all of the Lots and the Common Area comprising Legacy Ranch South, as more particularly described on Exhibit "C." The Common Parks are located within the boundaries of Legacy Ranch South and are designated as Lots A and B on Legacy Ranch Plat B and Lots A and B on Legacy Ranch Plat B .

1.10.4 The **Legacy Ranch South Owners** shall mean and refer to the Owner(s) of Lot(s) at Legacy Ranch South.

1.10.5 The **Legacy Ranch South Permittees** shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each Owner of a Lot at Legacy Ranch South.

1.10.6 The **Legacy Ranch South Plat** shall mean and refer to that certain subdivision plat of Legacy Ranch South recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.11 The term **The Towns at Legacy Ranch** shall collectively and severally refer to the following items as the context requires:

1.11.1 **The Towns at Legacy Ranch Homeowners Association**, which shall mean and refer to The Towns at Legacy Ranch Homeowners Association, Inc., a Utah nonprofit corporation, consisting of all of the Unit Owners in The Towns at Legacy Ranch Neighborhood acting as a group.

1.11.2 **The Towns at Legacy Ranch Declaration**, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for The Towns at Legacy Ranch recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.11.3 **The Towns at Legacy Ranch Neighborhood**, which shall mean and refer to all of the Units and the Common Area comprising The Towns at Legacy Ranch, as more particularly described on Exhibit "D."

1.11.4 **The Towns at Legacy Ranch Owners**, which shall mean and refer to the Owner(s) of the Unit(s) at The Towns at Legacy Ranch.

1.11.5 **The Towns at Legacy Ranch Permittees**, which shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licensees, successors, and assigns of each Owner of a Unit at The Towns at Legacy Ranch.

1.11.6 **The Towns at Legacy Ranch Plat** shall mean and refer to that certain condominium plat of The Towns at Legacy Ranch recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.12 The term **Legacy Ranch Shared Amenity** shall mean and refer collectively to the (a) Boulevard, (b) Landscape Corridor, (c) Retention Basin, and (d) Common Parks.

1.13 The term **Master Assessment** shall mean and refer to the maintenance charges assessed each Owner and/or Unit or Lot by the Master Association to pay the Operating Expenses, and shall include an amount to fund an adequate reserve fund.

1.14 The term **Master Association or MHOA** shall mean and refer to the association providing facilities and services to the Legacy Ranch Properties for the Legacy Ranch Shared Amenity, comprised of the Members acting as a group in accordance with this Master Declaration.

1.15 The term **Master Declaration** shall mean and refer to this Legacy Ranch Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements.

1.16 The term **Master Plat** shall mean and refer to the Plat Map or Maps showing the Legacy Ranch Shared Amenity.

1.17 The term **Member** shall mean and refer the Combined Association, Legacy Ranch Patio Homes Association, and Legacy Ranch South Homeowners Association.

1.18 The term **Neighborhood** shall mean and refer to each of the four developments at the Legacy Ranch Properties, to wit: The Towns at Legacy Ranch, Legacy Ranch Patio Homes, Legacy Ranch North and Legacy Ranch South, or where the context requires the association of owners for each such development acting as a group in accordance with its declaration and map.

1.19 The term **Operating Expenses** shall mean and refer to the common expenses of maintaining, repairing and replacing the Legacy Ranch Shared Amenity, and administering the MHOA.

1.20 The term **Retention Basin** shall mean and refer to the water retention basin and retention entry ways as described on Exhibit "F" attached.

II. MEMBERSHIP

2.1 **Membership in the MHOA.** The Members of the MHOA are the Combined Association, Legacy Ranch Patio Homes Owners Association and the Legacy Ranch South Homeowners Association.

2.2 **Assignment or Transfer.** Membership in the MHOA may not be assigned, transferred, pledged, or alienated in any way from its Neighborhood, and any attempt to do so shall be voidable by MHOA.

2.3 **Area of Application.** This Declaration shall apply to all of the Property.

2.4 **Right to Expand Application.** Without any other additional approval required, the Declarant shall have the exclusive, unilateral, unconditional, and irrevocable right to (a) expand the application of this Declaration to add additional Neighborhoods to the MHOA; (b) expand the application of this Declaration to add additional Delegates to the MHOA; (c) expand the application of this Declaration to add other real property by written amendment to this Declaration duly recorded; and (d) expand the application of this Declaration to add other Common Areas and Facilities.

III. VOTING

3.1 **Delegate Voting System.** The MHOA shall be operated under a representative delegate voting system.

3.2 **Designation of Delegates.** Legacy Ranch North Homeowners Association, Legacy Ranch Patio Homes Owners Association, Legacy Ranch South Homeowners Association, The Towns at Legacy Ranch Homeowners Association and any additional Neighborhoods added to the MHOA will each designate a representative to act as the Delegate to exercise the voting power of its Association, and an alternate Delegate to exercise the voting power in the absence of the Delegate. Each Association shall submit the name of its proposed Delegate and alternate Delegate to the MHOA at least thirty (30) days prior to the annual meeting of the MHOA and at such other times as the Delegates may be changed.

3.3 **Delegate Voting.** Each Delegate shall be entitled to cast one (1) vote on each issue or matter equal to the number of Units or Lots in his Neighborhood or Neighborhoods and the Delegate may divide his votes on any issue to reflect the desires of his Neighborhood (i.e., the Delegate, after polling the Owners, may allocate 100 votes to Option A and 70 votes to Option B). At each meeting of the MHOA, each Delegate shall cast his or her vote in such manner as such Delegate may, in his or her sole and reasonable discretion, deem appropriate, acting in the best interest of his Member; provided, however, that a Member shall have the authority to call special meetings of the owners in its Neighborhood or Neighborhoods for the purpose of obtaining instructions as to the manner in which its Delegate is to vote on any particular issue. In the absence of such a governing provision in the Declaration or By-laws governing the Neighborhood, a meeting may be called by the Delegate for the purpose of deciding how the Delegate shall vote and the vote of a majority of a the Owners represented at that meeting shall control the Delegate's vote on that issue. It shall be conclusively presumed for all purposes of the MHOA business that any Delegate casting votes on behalf of his Member will have acted with the authority and consent of all of the owners in the Neighborhood. All agreements and determinations lawfully made by the MHOA in accordance with the voting procedures established herein shall be deemed to be binding on all Members and their successors and assigns.

IV. EASEMENTS

4.1 **Grant of Easement.** Declarant hereby grants to the MHOA a nonexclusive, perpetual right-of-way and easement over, across and through the Legacy Ranch Shared Amenity, together with the right to

use, operate, maintain, repair and replace such Amenity, subject to all of the terms, covenants, conditions and restrictions set forth herein.

4.2 **Common Use of Easement.** Said easement is to be used in common by each Neighborhood and its Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

4.3 **Private Easement.** The easement created is intended to be used as a private non-exclusive easement for the exclusive use and benefit of each Neighborhood and its Owners.

4.4 **Benefited Expense Regarding Landscaping.** Each Neighborhood is hereby empowered to and may, with the prior written consent of the MHOA, elect, at its sole expense and for its benefit, to upgrade the Legacy Ranch Shared Amenity, or any part thereof (the "Benefited Expense"), although such Benefited Expense shall not be considered part of the Operating Expenses, nor a common expense.

4.5 **UP&L Restrictions.** The right to use and enjoy the Landscape Corridor is permissive and may be revoked or conditioned by UP&L at any time. All landscaping improvements shall belong to and must be approved in advance by UP&L.

V. INSURANCE AND INDEMNITY

5. **Liability and Other Insurance Coverage.** The MHOA shall each at all times maintain or cause to be maintained continuously in force public liability, property damage, and directors and officers insurance providing coverage against personal injury, death, and property damage occurring on or about, or by reason of activities in, on or about Legacy Ranch Shared Amenity, and a fidelity bond; and, in addition, may, in the interest of economy, provide, upon request, such coverage for the Neighborhoods and Neighborhood Associations.

5.1 **Insurance Company.** Such insurance shall be carried with a responsible company or companies licensed in the State of Utah.

5.2 **Amount of Insurance Coverage.** The limits of each such liability insurance policy shall be a combined single limit of not less than \$2,000,000.00 per occurrence and \$1,000,000.00 per person for bodily injury, death, and property damage.

5.3 **Name Association as "Loss Payee" or "Additional Insured".** Each such liability insurance policy shall name the MHOA as an additional insured and/or loss payee.

5.4 **Certificate of Insurance.** Each Neighborhood shall provide the MHOA with a Certificate of Insurance or equivalent written evidence that the liability insurance required by this paragraph is in force.

5.5 **Notice of Material Change or Cancellation.** Each such policy of liability insurance shall give the MHOA not less than thirty (30) days prior written notice of any material change or cancellation of such insurance policies.

5.6 **Waiver.** Each Neighborhood hereby waives any and all right of recovery against the other parties hereto or against their officers, employees, agents and representatives, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any policy of insurance which any of the waiving parties may have in force at the time of such loss or damage.

5.7 **Cash Deposit.** The Declarant will establish and maintain a cash deposit with Herriman City in an amount equal to the estimated cost of a public liability insurance policy for and in behalf of the MHOA as required above. In addition, either the Declarant, MHOA or the Manager will provide Herriman City with a Certificate of Insurance naming the city as a Certificate Holder upon written request.

5.8. **MHOA Landscape Corridor Indemnity.** The MHOA has agreed to indemnify the City and Pacificorp against losses, damages or claims arising out of the use of the Landscape Corridor as set forth with particularity in the License Agreement For The Use of Pacificorp Transmission Line Corridor Property, a copy of which is attached hereto, marked Exhibit "I," and incorporated herein by this reference.

VI. MAINTENANCE

6. **Operation and Maintenance.** The MHOA shall have the power, authority, right, and duty to operate, maintain, keep, and replace the Legacy Ranch Shared Amenity in a state of good repair and condition, and in so doing, the MHOA shall repair any damage it may cause to the property of any Neighborhood, and restore the property to its original condition, reasonable wear and tear excepted. In addition, the Master Association shall maintain the NE corner of 12600 South and Legacy Boulevard until such time as it is developed and withdrawn from the Landscape Corridor.

6.1 **Grant of Authority.** Declarant hereby authorizes the MHOA to:

- a. Select the professional manager for itself and each of the other Associations;
- b. Incur Operating Expenses;
- c. Enter into contracts relating to the management, operation, maintenance, repair and replacement of the Legacy Ranch Shared Amenity;
- d. Charge Master Assessments;
- e. Receive, collect and deposit all Assessments, including the Master Assessments, and disburse said funds; and
- f. Take such further actions as may be reasonably necessary to perform its duties hereunder.

6.2 **Payment for Goods and Services.** All goods and services procured by the MHOA in maintaining the Legacy Ranch Shared Amenity and administering the MHOA shall be paid for with funds generated by the Master Assessments.

6.3 **Default.** The City shall have a right, but not any duty or obligation, of enforcement of the Master Association=s rights and duties hereunder. For that purpose, the City is a third party beneficiary of this Agreement. If the City hereafter reasonably determines that the Master Association has failed or refused to discharge properly any of its obligations with regard to the Legacy Ranch Shared Amenity, or that the need for maintenance, repair, replacement or insurance coverage of such is caused through the willful or negligent act of the Master Association, the City may, but shall not in any way be obligated to, provide such maintenance, repair, replacement or coverage at the sole cost and expense of the Master Association and the Neighborhoods, jointly and severally. Except in an emergency situation, or in a situation where the Master Association has ceased to exist as a legal or practical matter, the City shall give the Master Association at least ten (10) days= prior written notice of its intent to act following a reasonable opportunity for the Master Association to remedy the default.

Any cost or expense incurred by the City as a result of the Master Association=s failure to properly perform its duties under this Agreement shall constitute a lien on the interests of the Master Association and of the Neighborhoods in the Legacy Ranch Shared Amenity and all common areas of any and all of the Neighborhoods (collectively the ALien Areas=). Such lien upon the Lien Areas is prior to all other liens and encumbrances, recorded or unrecorded, affecting the Lien Areas.

The Master Association (specifically including the Legacy Ranch Combined Association, Legacy Ranch Patio Home Owners Association and Legacy Ranch South Homeowners Association) and the Neighborhoods severally

shall indemnify and hold the City and its officers and related parties harmless from any and all claims, actions, liabilities, damages, costs, expenses and fees (including reasonable attorneys fees) incurred by the City or such related parties in connection with the City's actions with respect to the Common Areas under this section 6.3 unless such claims, etc. are attributable to the City's own gross negligence or intentional misconduct.

VII. ASSESSMENTS

7. **Master Assessments.** Each Member shall pay to the MHOA its share of the Operating Expenses. Each Lot or Unit Owner, by virtue of accepting a deed or other document of conveyance to a Lot or Unit, hereby covenants and agrees to pay his share of all Operating Expenses and Master Assessments. Any Association may elect to have its Assessment included in the Master Assessment.

7.1 **Computation of Master Assessments.** The MHOA shall base the annual Master Assessments upon budgeted estimates of the Operating Expenses expected to be incurred during the coming calendar year, plus amounts required to establish an adequate reserve.

7.2 **Apportionment of Operating Expenses.** The Operating Expenses shall be allocated among all of the Units and Lots equally, and apportioned to each Member based upon the total number of Units or Lots in its Neighborhood.

7.3 **Budget.** The MHOA shall prepare and furnish to each Member an operating budget for the coming calendar year at least thirty (30) days prior to the beginning of each year.

7.4 **Books and Records.** The MHOA shall (a) keep books and records in accordance with generally accepted accounting practices and (b) prepare monthly billing statements and/or ledgers for each Member detailing its share of the Operating Expenses and any other charges.

7.5 **Payment.** Master Assessments and each Member's share of the Operating Expenses shall be payable in twelve (12) equal monthly installments. Monthly invoices for each Member will be prepared by the MHOA. Payment of the Assessments must be made to the MHOA within thirty (30) days from the date the Invoice is delivered to the Member. A late fee of \$50.00 may be assessed on all late payments. Default interest at the rate of 1.5% per month may be charged on the outstanding balance on all delinquent accounts.

7.6 **Reserves.** The MHOA shall establish and fund a reasonable reserve account or accounts for unforeseen operating expenses, major repairs, and capital improvements. In the event the reserve account(s) fall below an amount considered acceptable by the Delegates, then, in its sole discretion and without any additional approval required, the MHOA may restore or replenish the account(s) by an equitable increase in the monthly Master Assessment, a special assessment, or any combination.

7.7 **Capital Asset Table.** The Board of Delegates shall establish and update at least annually a Capital Asset Table which shall list each major asset and physical improvement for which the MHOA is responsible, its expected useful life, the present cost of replacement; the estimated cost to replace the item at the end of its useful life, the percentage and amount of each Assessment designated for the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

7.8 **Analysis Report.** The Board of Delegates shall prepare and update at least annually a written Reserve Account Analysis, and make the report(s) available to the Owners at the annual meeting of the Association.

VIII. MISCELLANEOUS

8.1 **Covenants to Run with Land.** This Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Declaration and any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Lot or Unit in any Neighborhood, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and

assigns. This Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon each Member, and all real property interests in each Neighborhood shall be subject to this Master Declaration and all of such covenants, provisions, and requirements. Each Owner or resident, by virtue of accepting a deed or other document of conveyance to, or possession of any Unit or Lot, hereby consents and agrees to be subject to and bound by this Master Declaration and all of the covenants, provisions and requirements hereof.

8.2 **Amendment.** Until the termination of the Declarant's Period of Control, this document may be modified by filing for record in the office of the Salt Lake County Recorder a written instrument amending the Declaration signed by each Declarant, and acknowledged. Thereafter, this document may only be amended with the unanimous consent of each Member expressed in a written instrument duly recorded.

8.3 **Partial Invalidity.** The invalidity or unenforceability of any portion of the Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Declaration or the application thereof to any party to this Declaration, or circumstances should to any extent be invalid, the remainder of this Declaration or the application of such provision to any party to this Declaration, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.4 **Effective Dates and Duration.** This Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective for a term of fifty (50) years, unless sooner terminated and extinguished by a written Termination of Declaration filed with the Salt Lake County Recorder, and executed by all of the parties hereto. At the expiration of the initial term, the Declaration shall renew itself for additional ten (10) year periods unless terminated by the unanimous consent of all of the parties hereto.

8.5 **Dispute Resolution.** Any controversy or claim between or among the parties to this Declaration, including but not limited to those arising out of or relating to this Declaration or any agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of MHOA or any Member be formally mediated and if such mediation fails to resolve the dispute, then with the unanimous consent of all of the parties hereto the dispute may be submitted to binding arbitration or the matter may be resolved judicially. If the parties decide to arbitrate or mediate and are unable to agree upon a Mediator or Arbiter, then one shall be designated by a representative of the Utah State Bar Association.

8.6 **Captions.** The captions or headings which precede the paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

8.7 **Construction.** Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

8.8 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

8.9 **Enforcement and Attorneys Fees.** In the event of a material violation of this document, the Manager, Board of Delegates or an aggrieved Owner may bring an action for injunctive relief or damages. If this agreement is referred to an attorney for interpretation or enforcement, the prevailing party shall be entitled to recover his reasonable attorneys fees and costs, regardless of whether arbitration is commenced or a lawsuit is filed.

8.10 **Registered Agent.** The initial registered agent of the MHOA is Dave McArthur. The initial registered office of the MHOA is at 9948 S. Redwood Road, South Jordan, Utah 84095.

8.11 **Professional Manager.** The Master Association must be managed by a professional manager, whom it shall select.

IX. TERMINATION

9. Transfer of Title to MHOA Property upon Dissolution of the MHOA. In the event of the dissolution of the MHOA, the MHOA Property shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the MHOA property and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the MHOA Property shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners as tenants in common.

X. GOVERNMENT LENDERS, INSURERS AND GUARANTORS

10. Government Lenders, Guarantors and Insurers. If any covenant, condition, restriction, part, term or provision of this Declaration is deemed to be inconsistent, incongruent or in conflict with (the "Inconsistent Provision") any condominium (as they relate to the Legacy Ranch Towns) or planned unit developments (as they relate to Legacy Ranch North, Legacy Ranch South, or Legacy Ranch Patio Homes) approval guidelines of the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) for the financing, insuring or the guaranty of the Property, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be construed and enforced as if the Declaration did not contain such Inconsistent Provision and as if it did contain the Required Provisions, which shall be and are hereby incorporated herein by this reference, anything to the contrary notwithstanding.

DATED this 26 day of November, 2003.

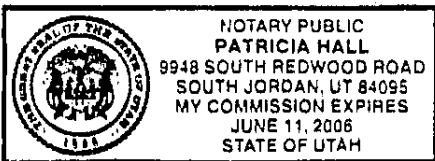
DECLARANT:
McARTHUR HOMES AT LEGACY RANCH, L.C.,
a Utah limited liability company
By: McARTHUR HOMES, INC.
Its Managing Member

By: [Signature]
Name: David McArthur
Title: President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 26th day of November, 2003, personally appeared before me David McArthur, who by me being duly sworn, did say that he is the President of McARTHUR HOMES, INC., who is the Managing Member of McARTHUR HOMES AT LEGACY RANCH, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members or its Articles of Organization, and said David McArthur, duly acknowledged to me that said Company executed the same.

[Signature]
NOTARY PUBLIC
Residing at: SL County
My Commission Expires: 6/11/06



DECLARANT:
SOUTH CREEK DEVELOPMENT, L.C.

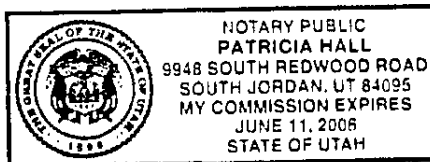
By: *Gary Peterson*
Name: Gary Peterson
Title: Manager

11/26/03
Date

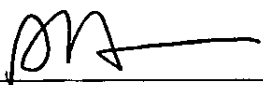
STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of November, 2003, by Gary Peterson, the Manager of the SOUTH CREEK DEVELOPMENT, L.C.

Patricia Hall
NOTARY PUBLIC



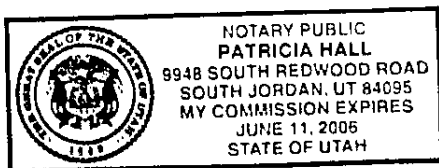
DECLARANT:
McARTHUR HOMES AT LEGACY RANCH TOWNS, L.C.,
a Utah limited liability company
By: McARTHUR HOMES, INC.
Its Managing Member

By: 
Name: David McArthur
Title: President

11/26/03
Date

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 26th day of November, 2003, personally appeared before me David McArthur, who by me being duly sworn, did say that he is the President of McARTHUR HOMES, INC., who is the Managing Member of McARTHUR HOMES AT LEGACY RANCH TOWNS, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members or its Articles of Organization, and said David McArthur, duly acknowledged to me that said Company executed the same.



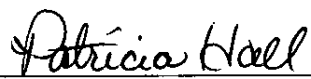

NOTARY PUBLIC
Residing at: SL County
My Commission Expires: 6/11/06

EXHIBIT "A"
LEGAL DESCRIPTION

LEGACY RANCH NORTH
PLAT "D" (REVISED 6-16-03)

LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE S. 89°13'15" E. ALONG THE SECTION LINE 843.77 FEET AND NORTH 1448.30 FEET TO A POINT ON THE EASTERLY LINE OF THE UTAH POWER AND LIGHT CORRIDOR AND BEING THE POINT OF BEGINNING;

THENCE N.37°20'36"W. ALONG SAID UTAH POWER AND LIGHT CORRIDOR 1132.03 FEET; THENCE N.32°46'41"E. 63.43 FEET; THENCE S.89°31'58"E. 297.01 FEET; THENCE SOUTH 10.00 FEET; THENCE S.89°31'58"E. 147.40 FEET; THENCE N.00°09'27"W. 264.77 FEET; THENCE S.89°30'48"E. 137.09 FEET; THENCE SOUTH 104.88 FEET; THENCE S.89°30'47"E. 24.00 FEET; THENCE SOUTH 573.02 FEET; THENCE S.89°30'47"E. 22.50 FEET; THENCE SOUTH 87.73 FEET; THENCE S.88°56'17"E. 137.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 330.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 17.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 3°06'59" AND BEING SUBTENDED BY A CHORD THAT BEARS S.04°40'04"W. 17.95 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S.89°30'47"E. 109.25 FEET; THENCE S.16°19'11"W. 233.87 FEET; THENCE S.39°52'07"E. 32.74 FEET; THENCE S.45°51'16"W. 145.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 170.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 8.89 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 2°59'52" AND BEING SUBTENDED BY A CHORD THAT BEARS N.39°22'55"W. 8.89 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S.40°55'26"W. 61.34 FEET TO A POINT OF CURVATURE OF A 317.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 35.47 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 6°24'40" AND BEING SUBTENDED BY A CHORD THAT BEARS S.44°07'46"W. 35.45 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE AND BEING THE POINT OF BEGINNING. CONTAINS 9.65 ACRES OF LAND MORE OR LESS.

EXHIBIT "B"
LEGAL DESCRIPTION

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

LEGACY RANCH PATIO HOMES
Plat "A"
4-29-2003

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE S. 89°13'15" E. ALONG THE SECTION LINE 1734.71 FEET AND NORTH 292.84 FEET TO A POINT ON THE EASTERLY LINE OF THE UTAH POWER AND LIGHT CORRIDOR AND BEING THE POINT OF BEGINNING;

THENCE N.37°20'36"W. ALONG SAID UTAH POWER AND LIGHT CORRIDOR 1235.77 FEET; THENCE N.52°41'59"E. 142.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 113.50-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 27.05 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 13°39'26" AND BEING SUBTENDED BY A CHORD THAT BEARS N.20°24'18"W. 26.99 FEET TO THE CURVES END; THENCE N.13°34'35"W. 5.67 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 28.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 82°17'57" AND BEING SUBTENDED BY A CHORD THAT BEARS N.54°43'34"W. 26.32 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 230.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 68.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 17°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS N.75°36'45"E. 68.09 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 28.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 80°40'37" AND BEING SUBTENDED BY A CHORD THAT BEARS S.26°45'43"W. 25.89 FEET TO THE CURVES END; THENCE S.13°34'35"E. 6.72 FEET TO A POINT OF CURVATURE OF A 79.50-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 32.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 23°46'01" AND BEING SUBTENDED BY A CHORD THAT BEARS S.25°27'36"E. 32.74 FEET TO THE CURVES END; THENCE S.37°20'36"E. 18.77 FEET; THENCE S.89°30'47"E. 586.96 FEET; THENCE SOUTH 1052.77 FEET TO THE POINT OF BEGINNING. CONTAINS 9.69 ACRES OF LAND MORE OR LESS.

EXHIBIT "C"
LEGAL DESCRIPTION

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

LEGACY RANCH SOUTH
Plat "B"
4-29-2003

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE S. 89°13'15" E. ALONG THE SECTION LINE 1734.71 FEET AND NORTH 1345.61 FEET TO THE POINT OF BEGINNING;

THENCE N.89°30'47"W. 586.96 FEET; THENCE N.37°20'36"W. 18.77 FEET TO A POINT OF CURVATURE OF A 79.50-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 32.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 23°46'01" AND BEING SUBTENDED BY A CHORD THAT BEARS N.25°27'36"W. 32.74 FEET TO THE CURVES END; THENCE N.13°34'35"W. 6.72 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 28.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 80°40'37" AND BEING SUBTENDED BY A CHORD THAT BEARS N.26°45'43"E. 25.89 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 230.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 68.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 17°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS S.75°36'45"W. 68.09 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 20.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 28.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 82°17'57" AND BEING SUBTENDED BY A CHORD THAT BEARS S.54°43'34"E. 26.32 FEET TO THE CURVES END; THENCE S.13°34'35"E. 5.67 FEET TO A POINT OF CURVATURE OF 113.50-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 27.05 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 13°39'26" AND BEING SUBTENDED BY A CHORD THAT BEARS S.20°24'18"E. 26.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S.52°41'59"W. 142.76 FEET; THENCE N.37°20'36"W. 232.87 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 317.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 35.47 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE 6°24'40" AND BEING SUBTENDED BY A CHORD THAT BEARS N.44°07'46"E. 35.45 FEET TO THE CURVES END; THENCE N.40°55'26"E. 61.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 170.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 8.89 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE 2°59'52" AND BEING SUBTENDED BY A CHORD THAT BEARS S.39°22'55"E. 8.89 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N.45°51'16"E. 145.60 FEET; THENCE N.39°52'07"W. 32.74 FEET; THENCE N.16°19'11"E. 233.87 FEET; THENCE S.89°30'47"E. 506.46 FEET; THENCE NORTH 85.13 FEET; THENCE EAST 60.00 FEET;

THENCE NORTH 13.71 FEET; THENCE EAST 104.70 FEET; THENCE SOUTH 625.26 FEET TO THE BEGINNING. CONTAINS 9.68 ACRES OF LAND MORE OR LESS.

EXHIBIT "D"

LEGAL DESCRIPTION FOR THE TOWNS AT LEGACY RANCH

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PHASE 1

THE TOWNS AT LEGACY RANCH CONDOMINIUM PLAT

*BEGINNING AT A POINT S89°13'15"E ALONG THE SECTION LINE 595.75 FEET AND NORTH 1304.44 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE N37°38'10"W 123.55 FEET; THENCE N37°19'48"W 126.49 FEET; THENCE N89°54'13"W 103.64 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 99.00 FEET AN ARC LENGTH OF 91.29 FEET SUBTENDE BY A CHORD BEARING N63°29'09"W 88.09 FEET; THENCE N37°04'05"W 152.26 FEET; THENCE NORTH 51.44 FEET; THENCE N52°41'11"E 93.18 FEET; THENCE S37°04'05"E 249.47 FEET; THENCE SOUTH 5.00 FEET; THENCE S37°42'09"E 33.89 FEET; THENCE S89°54'13"E 101.50 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 169.00 FEET AN ARC LENGTH OF 144.20 FEET SUBTENDE BY A CHORD BEARING S65°27'37"E 139.86 FEET; THENCE S41°01'01"E 79.01 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AN ARC LENGTH OF 41.04 FEET SUBTENDE BY A CHORD BEARING S70°20'36"E 39.90 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 86.50 FEET AN ARC LENGTH OF 115.23 FEET SUBTENDE BY A CHORD BEARING S46°13'07"W 106.90 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 181.00 FEET AN ARC LENGTH OF 67.84 FEET SUBTENDE BY A CHORD BEARING S62°26'12"W TO THE POINT OF BEGINNING.
CONTAINS 1.60 ACRES*

EXHIBIT "E"
MAPPED DESCRIPTION OF BOULEVARD AND LANDSCAPE CORRIDOR

EXHIBIT "F"
LEGAL DESCRIPTION OF RETENTION BASIN AND ENTRY WAY

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

RETENTION PATIO LEGAL

A PARCEL OF LAND TO BE A PART OF A RETENTION AREA IN THE PROPOSED HERITAGE PARK SUBDIVISION, BEING IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.L.B.&M., SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE S.89E13'15"E. ALONG THE SOUTH LINE OF SAID SECTION 1724.95 FEET AND NORTH 305.50 FEET TO A POINT ON THE NORTHERLY PROPERTY LINE OF THE UP&L PROPERTY, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE N.37°20'05"W. 244.66 FEET; THENCE N.65°23'28"E. 17.48 FEET; THENCE N.88°06'36"E. 32.72 FEET; THENCE S.77°21'49"E. 46.04 FEET; THENCE S.65°29'21"E. 35.55 FEET; THENCE S.38°05'39"E. 29.71 FEET; THENCE S.01°33'14"E. 154.75 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 0.31 ACRES OF LAND.

RETENTION ENTRANCE LEGAL

A PARCEL OF LAND TO BE A PART OF A RETENTION AREA IN THE PROPOSED HERITAGE PARK SUBDIVISION, BEING IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.L.B.&M., SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE S.89E13'15"E. ALONG THE SOUTH LINE OF SAID SECTION 916.28 FEET AND NORTH 1516.15 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.45°51'16"E. 136.38 FEET; THENCE S.38°16'15"E. 2.70 FEET; THENCE S.27°18'16"E. 4.17 FEET; THENCE S.19°36'11"E. 6.53 FEET; THENCE S.01°35'33"E. 5.62 FEET; THENCE S.04°00'46"W. 18.46 FEET; THENCE S.11°56'25"E. 12.28 FEET; THENCE S.02°53'13"E. 40.20 FEET; THENCE S.05°48'31"E. 17.75 FEET; THENCE S.00°45'29"E. 13.07 FEET; THENCE S.04°19'11"W. 6.16 FEET; THENCE S.19°01'00"W. 4.82 FEET; THENCE S.31°18'55"W. 6.91 FEET; THENCE S.50°31'00"W. 4.28 FEET; THENCE S.58°46'59"W. 8.27 FEET; THENCE S.76°32'00"W. 7.21 FEET; THENCE N.86°43'23"W. 5.32 FEET; THENCE N.72°30'12"W. 11.36 FEET; THENCE N.67°53'20"W. 15.08 FEET; THENCE N.64°55'23"W. 10.11 FEET; THENCE N.61°43'31"W. 14.38 FEET; THENCE N.51°52'23"W. 33.26 FEET; THENCE N.44°01'59"W. 11.41 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 0.20 ACRES OF LAND.

EXHIBIT "G"
LEGAL DESCRIPTION OF COMMON PARKS

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Lot 330 Plat B Legacy Ranch South Phase 1

Lot 254 Plat C Legacy Ranch South Phase 2

Lot 331 Plat D Legacy Ranch North

EXHIBIT "H"
BYLAWS OF THE
LEGACY RANCH MASTER ASSOCIATION, INC.
A Utah Nonprofit Corporation

ARTICLE I
NAME AND LOCATION

Section 1.01 Name and Location. The name of the incorporated association is the Legacy Ranch Master Association, Inc. (the "MHOA"). The principal office of the corporation shall be located at 9948 S. Redwood Road, Sough Jordan, Utah 84095, but meetings of Members and Delegates may be held at such places within the State of Utah, as may be designated by the Board of Delegates.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

Section 3.01 Annual Meeting. The Board of Delegates shall meet as often as it deems reasonably necessary but not less than semi-annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Members of the MHOA may be called at any time by the President or by any Delegate.

Section 3.03 Notice of Meetings. Written notice of each meeting of the Members shall be given to each Delegate by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Delegate addressed to the Delegate's address last appearing on the books of the MHOA, or supplied by such Delegate to the MHOA for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. A majority of the Delegates present shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws.

Section 3.05 Proxies. At all MHOA meetings, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall expire, if not previously revoked, six months after the date it is given by the Member.

ARTICLE IV
BOARD OF DELEGATES AND TERM OF OFFICE

Section 4.01 Number. The affairs of the MHOA shall be managed by a Board of Delegates, consisting of three (3) representatives, one from each Member. Each Delegate must be duly qualified, appointed or elected. Unless otherwise determined by the Member, the President of the Member shall be the Delegate.

Section 4.02 Appointment. Each Member must have one Delegate on the Board of Delegates.

Section 4.03 Replacement. If a Delegate resigns or is otherwise unable or unwilling to serve, then the Member shall appoint a replacement to complete his or her term of office.

Section 4.04 Term of Office. Each Delegate on the Board of Delegates shall serve a term of at least one one (1) year.

Section 4.05 Compensation. No Delegate shall receive compensation for any service he may render to the MHOA as a member of the Board of Delegates, although he may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.06 Action Taken Without a Meeting. The Board of Delegates shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Delegates. Any action so approved shall have the same effect as though taken at a meeting of the Board of Delegates.

Section 4.06 Voting. Each Delegate shall have one vote for each Lot or Unit in the Neighborhood or Neighborhoods he represents.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DELEGATES

Section 5.03 Powers. The MHOA shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The MHOA shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the MHOA. Without in any way limiting the generality of the foregoing, the MHOA may act through its Board and shall specifically have the powers and duties set out in this Article V, including

Section 5.03.1 Assessments. The power and duty to levy Master Assessments on the Members, and to enforce payment of such assessments in accordance with the provisions of Article VI hereof.

Section 5.03.2 MHOA Property. The right to own and/or lease the MHOA Property and the duty to maintain and manage the Legacy Ranch Shared Amenity and all facilities and improvements thereon subject to MHOA control and all other property acquired by the MHOA. In particular the MHOA shall:

- a. Maintain and repair in an attractive, safe and functional condition the Legacy Ranch Shared Amenity;
- b. Pay all taxes and assessments levied upon the Legacy Ranch Shared Amenity and all taxes and assessments payable by the MHOA;
- c. Obtain any water, sewer, gas and electric services needed for the Legacy Ranch Shared Amenity; and
- d. Do each and every other thing reasonable and necessary to operate the Legacy Ranch Shared Amenity and the MHOA.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.01 Enumeration of Officers. The officers of the MHOA shall be a president and secretary, plus such other officers as the Board of Delegates may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Delegates.

Section 6.02 Election of Officers. The Board of Delegates shall elect or appoint officers at the first meeting of the Board of Delegates during each calendar year.

Section 6.03 Term. Each officer of the MHOA shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.04 Special Appointments. The Board of Delegates may elect such other officers as the affairs of the MHOA may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Delegates may from time to time determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Delegates. Any officer may resign at any time by giving written notice to the Board of Delegates, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Delegates. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.07 President. The president shall (a) preside at all meetings of the Board of Delegates, (b) see that orders and resolutions of the Board of Delegates are carried out and (c) sign all contracts.

Section 6.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Delegates and of the MHOA, (b) keep the corporate seal of the MHOA and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Delegates and of the MHOA, (d) keep appropriate current record showing the Members of the MHOA together with their addresses and (e) perform such other duties as may be required by the Board of Delegates.

ARTICLE VII COMMITTEES

Section 7.01 Committees. The Board of Delegates may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII BOOKS AND RECORDS

Section 8.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 8.02 Signatures. All checks, drafts, contracts, and legally binding agreements must be signed by at least two (2) persons, one of whom must be the president or secretary, and the other the professional property manager.

Section 8.03 Bookkeeping. The accounting and financial statements for MHOA must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a member of the Board of Delegates or an officer of the MHOA. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered designee by the bookkeeper or accountant to each Delegate and Association or their designee. The accountant or bookkeeper shall prepare and file all tax returns for the MHOA.

Section 8.04 Audit. Either a (a) majority vote of the Delegates or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the MHOA.

**ARTICLE IX
AMENDMENTS**

Section 9.01 Amendment to Bylaws. These Bylaws may only be amended by the unanimous vote of all of the Members.

Section 9.02 Conflict Between Articles, Bylaws and Declaration. In the case of any conflict between the Articles and these Bylaws, the Articles shall in all respects govern and control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall in all respects govern and control.

**ARTICLE X
MISCELLANEOUS**

Section 10.01 Miscellaneous. The fiscal year of the MHOA 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.

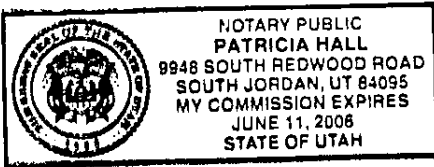
IN WITNESS WHEREOF, we, being all of the Members of the Master Association have hereunto set our hands this 5th day of August, 2003.

DECLARANT:
McARTHUR HOMES AT LEGACY RANCH, L.C.,
a Utah limited liability company
By: McARTHUR HOMES, INC.
Its Managing Member

By: DM
Name: David McArthur
Title: President

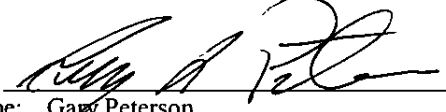
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 5th day of August, 2003, personally appeared before me David McArthur, who by me being duly sworn, did say that he is the President of McARTHUR HOMES, INC., who is the Managing Member of McARTHUR HOMES AT LEGACY RANCH, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members or its Articles of Organization, and said David McArthur, duly acknowledged to me that said Company executed the same.



Patricia Hall
NOTARY PUBLIC
Residing at: Salt Lake County
My Commission Expires: June 11, 2006

DECLARANT:
SOUTH CREEK DEVELOPMENT, L.C.

By: 
Name: Gary Peterson
Title: Manager

Date 8/12/03

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of August , 2003, by Gary Peterson, the Manager of the SOUTH CREEK DEVELOPMENT, L.C.

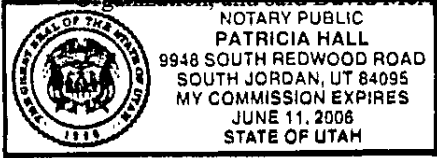
NOTARY PUBLIC

DECLARANT:
McARTHUR HOMES AT LEGACY RANCH TOWNS, L.C.,
a Utah limited liability company
By: McARTHUR HOMES, INC.
Its Managing Member

By: DM
Name: David McArthur Date: 8/5/03
Title: President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 5th day of August, 2003, personally appeared before me David McArthur, who by me being duly sworn, did say that he is the President of McARTHUR HOMES, INC., who is the Managing Member of McARTHUR HOMES AT LEGACY RANCH TOWNS, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members or its Articles of Organization, and said David McArthur, duly acknowledged to me that said Company executed the same.



Patricia Hall
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires: June 11, 2008


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Master Association.

THAT the foregoing document constitutes the Bylaws of said Association, as duly adopted at a meeting of the Board of Delegates thereof, held on the 5th day of August , 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 5th day of August , 2003.


Secretary

Master declaration

EXHIBIT "I"
LICENSE AGREEMENT FOR THE USE OF PACIFICORP TRANSMISSION LINE CORRIDOR PROPERTY

Master declaration