

WHEN RECORDED MAIL TO:  
Roy B. Moore P.C. & Associates  
428 Winchester (64<sup>th</sup> So.) Suite 140  
Murray, UT 84107-8520

E 1879095 B 3313 P 1084  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 JUN 17 11:14 AM FEE 47.00 DEP LHL  
REC'D FOR DAVE EARNSHAW

**RETURNED**

**JUN 17 2003**

10-239-0101 thru 0112 : CA (0113)  
10-240-0201 thru 0212 : CA (0213)

**AMENDMENT AND ADDENDUM TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND BYLAWS OF LEGACY VILLAGE PLANNED  
RESIDENTIAL UNIT DEVELOPMENT**

Declarant hereby makes the following amendments to Articles III and IV of the Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development, which is recorded in Davis County, State of Utah, Entry No. 1658136, Book No. 2799, Page No. 163, and the Amended Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development, which is recorded in Davis County, State of Utah, Entry No. 1743579, Book No. 3019, Page No. 241, the above property is more particularly described in the legal description of the land attached as Exhibit "A".

**Article III**

**Membership and Voting Rights**

Section 2. The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event more than one vote be cast with respect to any unit.

**Class B.** The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when seventy-five (75%) percent of the Units are decided to Unit owners; or

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Article IV

Covenant for Maintenance Assessments

Section 3. Maximum Annual Assessment. From the date of ratification of this amendment, the annual assessment shall be \$17,280.00 Dollars (\$720.00 per Unit).

A. After the date of ratification of this amendment, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of membership:

B. From the date of ratification of this amendment, the maximum annual assessment may be increased above ten percent (10%) by a vote of 2/3rds of each class of members who are voting in person, or by proxy, at a meeting duly called for this purpose.

Section 5. Failure or Refusal to Pay Assessments. If an owner fails or refuses to pay any assessment when due, the Association, after giving notice and an opportunity to be heard in accordance with Subsection A., may terminate the owner's right to receive utility services paid as a common expense, and terminate the owner's right of access and use of recreational facilities.

A. Notice. The unit owner will be notified in writing 48 hours before terminating utility services or right of access and use of recreational facilities. The notice will contain the amount of the assessment due, including any interest or late payment fee, and the right to request a hearing.

1. Hearing. A unit owner who is given notice under Subsection A. may request an informal hearing to dispute the assessment by submitting a written request to the Association within 14 days from the date the notice is received. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

B. Upon payment of the assessment due, including any interest or late payment fee, the manager or management committee shall immediately take action to reinstate the terminated utility service to the unit.

Section 6. Lessor Failure or Refusal to Pay Assessments. If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Association may, after giving notice in accordance with Subsection A., demand the tenant to pay to the Association all future lease payments due the owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.

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- A. Notice. The Association shall provide the owner with written notice of their intention to demand full payment from the tenant. This notice shall:
1. provide notice to the owner that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within 5 business days of the date of the notice;
  2. state the amount of the assessment due, including any interest or late payment fee;
  3. state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and
  4. provide the requirements and rights described in Sections 6, A. through E.
- B. If the owner fails to pay the amount of the assessment due by the date specified in the notice, the Association may deliver written notice to the tenant demanding future payments due to the owner be paid to the association pursuant to Subsection C. A copy of this notice will be mailed to the unit owner. The notice provided to the tenant shall state:
1. that due to the owner's failure to pay the assessment within the time period allowed, the owner has been notified of the management committee's intent to collect all lease payments due to the Association pursuant to Subsection 6;
  2. that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the owner are to be paid to the Association; and
  3. payment by the tenant to the Association in compliance with this Section 6 will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Section 6 suit or other action may not be initiated by the owner against the tenant for failure to pay.
- C. All funds paid to the Association pursuant to Section 6.B. shall be deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration which

may not exceed \$25, is paid in full. Any remaining balance must be paid to the owner within five business days of payment in full to the Association.

- D. Within five business days of payment in full of the assessment, including any interest or late fee payment fee, the Association must notify to the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the unit owner.
- E. As used in the Section 6, "lease" or "leasing" means regular, exclusive occupancy of a unit by any person or persons, other than the unit owner, for which the unit owner receives any consideration or benefit, including fee, service, gratuity, or emolument.

Section 7. Request of Statement of Unpaid Assessments. The Association shall, upon the written request of any unit owner and upon payment of a reasonable fee not to exceed \$10, issue a written statement indicating any unpaid assessments with respect to the unit covered by the request. This written statement of unpaid assessments is conclusive upon the remaining unit owners and upon the Association in favor of all persons who rely on the written statement in good faith. Unless the Association complies with the request for a statement of any unpaid assessments which became due prior to the date the request was made are subordinate to the lien held by the person requesting the statement.

Section 8. Any encumbrancer holding a lien on a unit may pay any unpaid assessment due with respect to the unit. Upon payment, the encumbrancer has a lien on a unit for the amounts paid.

Section 9. Remedies provided in this Article, by law, or in equity are not considered to be mutually exclusive.

**RATIFICATION**

In all other respects, the Declarants hereby ratify and affirm the above provisions of the Declaration of Covenants, Conditions, Restrictions and Bylaws of Legacy Village Planned Residential Unit Development.

Dated this 14 day of June, 2003. **E 1879095 B 3313 P 1088**

LEGACY VILLAGE, L.L.C.

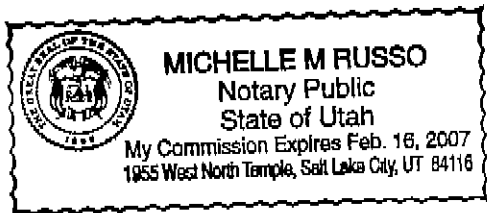
*David G. Earnshaw*  
David G. Earnshaw, Manager

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

On the 14 day of June, 2002 personally appeared before me David Earnshaw, who signed the foregoing instrument, and he acknowledged to me that he is an authorized member of Legacy Village, L.L.C., a Utah limited liability company, and that he executed the same on behalf of said limited liability company by authority of a resolution of the members or pursuant to its Operating Agreement.

*Michelle M. Russo*  
NOTARY PUBLIC  
Residing in: S/L

My Commission Expires:  
2-14-2007



**EXHIBIT A**  
(Legal Description of the Land)

The following real property is located in Davis County, Utah:

**LEGACY VILLAGE PHASE I, P.R.U.D., UNITS 101 THROUGH 112:**

**LEGACY VILLAGE PHASE II, P.R.U.D., UNITS 201 THROUGH 212:**

And:

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PART OF THE NORTHWEST QUARTER OF SECTION 20, T.4N., R.1W.,  
S.L.B.&M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LEGACY VILLAGE PHASE 2  
P.R.U.D., SAID CORNER BEING N 89° 54' 50" E ALONG THE SECTION LINE  
196.49 FEET AND S 00° 05' 10" E 315.92 FEET FROM THE NORTHWEST CORNER  
OF SAID SECTION 20; THENCE ALONG THE SOUTH LINE OF SAID  
SUBDIVISION N 89° 54' 50" E 193.58 FEET, S 66° 20' 52" E 46.26 FEET, AND N 89°  
54' 50" E 94.00 FEET; THENCE S 00° 11' 20" W 350.95 FEET; THENCE S 89° 54' 50"  
W 330.01 FEET; THENCE N 00° 11' 20" E 369.57 FEET TO THE POINT OF  
BEGINNING. CONTAINING 2.75 ACRES.

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Legacy Village Association

June 17, 2003

[Unit Owner's Name]  
[Unit Owner's Address]

Re: Notice of Increase in Assessments

Dear [Unit Owner]:

Please be advised that the Legacy Village Association will raise annual assessments per unit to sixty-six (66) Dollars per month, effective immediately. This increase is necessary in order to continue to improve and maintain the Common Area of the Legacy Village.

Thank you for your cooperation in regards to this matter.

Very truly yours,

LEGACY VILLAGE ASSOCIATION

By: David Earnshaw

Its: MANAGER