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Bylaws Page 1 of 20  
Russell Shirts Washington County Recorder  
03/15/2018 03:09:01 PM Fee \$ 60.00  
By GRAFF HARLAN



**Recorded at the Request of:**  
The Legacy Homeowners Association Board

**Record against the Property**  
**Described in Exhibit A**

**After Recording Mail to:**  
Jenkins Bagley, PLLC  
Attn: Bruce C. Jenkins  
285 W. Tabernacle, #301  
St. George, UT 84770

**AMENDED AND RESTATED BY-LAWS  
OF  
THE LEGACY HOMEOWNERS  
ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the non-profit corporation is THE LEGACY HOMEOWNERS ASSOCIATION, hereafter sometimes referred to as the "Association." The principal office shall be the address identified in the latest annual report filed with the Utah Division of Corporations and Commercial Code. Meetings of members and Directors may be held at such places within the State of Utah, County of Washington, as may be designated by the Board of Directors.

Section 1. Controlling Laws and Instruments. These By-Laws are controlled by and shall always be consistent with the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code § 16-6a-101, et seq.) ("Nonprofit Act") and the Community Association Act (Utah Code § 57-8a-101 et seq.) ("Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time.

Section 2. Registered Office and Agent. The Acts require that the Association has and continuously maintains in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles of Incorporation and may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified by law with the Division.

**ARTICLE II**  
**DEFINITIONS**

Section 1. Terms Defined. Unless otherwise specifically provided herein, capitalized terms in these By-Laws shall have the same meaning as given to such terms in the Declaration.

Section 2. “Board of Trustees or Board of Directors” shall mean and refer to the governing board of the Homeowners Association.

Section 3. “Common Area” shall mean all real property (including all improvements located thereon) presently owned by the Homeowners Association or hereafter acquired for the common use and enjoyment of the members and not dedicated for the general public located in Washington County, State of Utah.

The Homeowners Association may increase the Common Area by purchasing additional adjacent land as provided herein and (1) filing additional subdivision plats in the Washington County Recorder’s Office and stating thereon that said land is subject to this Declaration and any supplemental or amended declarations and (2) filing a Supplement to the Declaration in accordance with the terms of the Declaration and the same thereafter shall be included within this definition as Common Area, and such shall be also be additional land in the legal description of the Project.

Section 4. “Declarant” shall mean and refer to K.H. Traveller Development, Inc., its successors and assigns, if such successors or assigns shall acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 5. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties and recorded in the office of the Recorder of Washington County, State of Utah, as amended from time to time.

Section 6. “Homeowners Association” or “Association” shall mean and refer to The Legacy Homeowners Association, its successors and assigns, a Utah nonprofit corporation.

Section 7. “Lot” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 8. “Member” shall mean and refer to every person or entity who holds membership in the Homeowners Association.

Section 9. “Owner” shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 10. “Plat” and “Phase” shall mean and refer to The Legacy No. 1 Townhome Subdivision, a residential Planned Unit Townhome Subdivision as recorded in the office of the

County Recorder of Washington County, Utah, and as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions of the Declaration or supplements to the Declaration which are to occur in conjunction with the expansion of the Project as provided within the Declaration. "Plat" and "Phase" shall also mean and refer to subsequent official plats as the same may have been filed in the office of the Washington County Recorder from time to time by the Declarant, with each such plat/phase designating additional Lots and Common Area added to and lying within the expandable Project.

Section 11. "Properties," "Property," and "Project" shall mean that certain real property included as part of the Legacy Subdivision.

Section 12. "Supplementary Declaration" shall mean and refer to any supplementary declaration of covenants, conditions, and restrictions, or similar instrument, which extends the provisions of the Declaration to all or any portion within the expandable land and containing such complimentary or amended provisions for such additional land as are herein required by the Declaration.

Section 13. "Townhome" shall mean and refer to a single-family dwelling unit constructed by Declarant on a Lot.

### **ARTICLE III MEETING OF MEMBERS**

Section 1. Annual Meetings. Annual Meetings of the Members shall be held at such time of day as is fixed by the Board of Directors and specified in the notice of meeting. The Annual Meetings shall be held to elect Directors of the Association and to transact such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or Board of Directors. Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership may make written demand upon the president or Board of Directors to call a special meeting.

Section 3. Quorum. Unless otherwise provided in the Non-profit Act or the Declaration, the presence at the meeting of any of the members of the Association entitled to cast votes, or of proxies entitled to cast votes or of mail-in ballots, shall constitute a quorum of the members as allowed by Section 714 of the Non-profit Act. Moreover, for ballots used without a meeting, any ballots cast shall constitute a quorum of the Association.

Section 4. Notice of Members' Meetings. Written notice stating the place, day and hour of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, plus any time added to effectuate delivery under Article XIII, Section 2. The notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the

meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director or has a financial interest, if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a legal "proceeding" as defined in the Acts; (d) notice of any amendment to these By-Laws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth under Article XIII, Section 2) by the secretary or president at least ten (10) days before the Association gives notice of the meeting, plus any time added to effectuate delivery under Article XIII, Section 2. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

Section 5. Proxies at Meetings. A Member entitled to vote at a meeting may vote in person, by ballot, or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the secretary of the meeting prior to the time the proxy is exercised.

Section 6. Ballots at Meetings. A written ballot, if delivered by the Association to every Member entitled to vote on the matter or matters therein as described in Article III, Section 7 below, may be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Article III, Section 7 and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

Section 7. Ballots without a Meeting. The Association may utilize ballots without a meeting to take any action that may be taken at any annual, regular or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (i) the time by which all ballots must be received has passed so that a quorum can be determined and (ii) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

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

(b) Any written ballot shall comply with the requirements in this Section and shall be

counted equally with the votes of Members in attendance (by person or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

(c) Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (i) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (ii) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (iii) considering all the circumstances, the amount of time is otherwise reasonable.

Section 8. Revocation of Proxy or Ballot. A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Lot of the Member and the transfer of the membership on the books of the Association. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

Section 9. Telecommunications. Any or all of the Members may participate in an annual, regular or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted under this Section is considered to be present in person at the meeting.

Section 10. Vote Required at Members' Meetings. At any meeting where a quorum is present, a majority of the votes present in person, by ballot or by proxy and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these By-Laws, except that, in the case of elections in which there are more than one (1) candidate, the persons receiving the highest number of votes shall be elected.

Section 11. Order of Business. The order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other Association business.

Section 12. Expenses of Meetings. The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

Section 13. Waiver of Notice. A Member may waive any notice required by the Acts or by these By-Laws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 14. Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc.

#### **ARTICLE IV** **BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. From the first annual meeting of the members the terms of the Directors have been staggered. Thus, at each annual meeting thereafter the members shall elect one Director for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual and reasonable expenses incurred in the performance of his duties.

#### **ARTICLE V** **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The nominating committee

shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI** **MEETINGS OF TRUSTEES/DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) trustees.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings/Member Right to Participate. Except as provided in Subsections 5 and 7, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this section shall affect the validity or enforceability of an action of a Board.

Section 5. Closed Meetings. The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

Section 6. Notice to Directors of Board Meetings. In the case of all meetings of the Board of Directors for which notice is required by these By-Laws, notice stating the place, day and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Article XIII, Section 2), by mail, fax, electronic means, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board of Directors. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice to the Director or waiver of such meeting.

Section 7. Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Article XIII, Section 2), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth under Article XIII, Section 2) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

Section 8. Proxies. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this subsection 8 and as permitted by Subsection 16, Directors may not vote or otherwise act by proxy.

Section 9. Telecommunications. The Board of Directors may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in



person at the meeting.

Section 10. Quorum of Directors. A majority of the number of Directors fixed in these By-Laws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if represented in person or by proxy, if applicable.

Section 11. Adjournment of Directors' Meeting. Directors present at any meeting of the Board of Directors may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 12. Vote Required at Directors' Meeting. At any meeting of the Board of Directors, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles of Incorporation, or these By-Laws.

Section 13. Officers at Meetings. The president shall act as chairman and the Board of Directors shall appoint a secretary to act at all meetings of the Board of Directors.

Section 14. Waiver of Notice. A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to action taken at the meeting, or (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

Section 15. Dissent or Abstention. The right of dissent or abstention pursuant to this Section 15 is not available to a Director who votes in favor of the action taken.

Section 16. Action of Directors Without a Meeting.

(a) By Written Consent. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these By-Laws, that may be taken at a Board of Directors meeting may

be taken without a meeting if all Directors consent to the action in writing. Action is taken under Subsection 16(a) at the time the last Director signs a writing describing the action taken, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these By-Laws or the Board of Directors to receive the revocation. Action under this Subsection 16(a) is effective at the time it is taken, unless the Board of Directors establishes a different effective date.

(b) With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these By-Laws that may be taken at a Board of Directors meeting may be taken without a meeting if notice is transmitted in writing to each Director and each Director, by the time stated in the notice: (i) (A) signs a writing for such action; or (B) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and (ii) fails to demand in writing that action not be taken without a meeting.

The notice required by Subsection 16(b) shall state: (i) the action to be taken; (ii) the time by which a Director must respond to the notice; (iii) that failure to respond by the time stated in the notice will have the same effect as: (A) abstaining in writing by the time stated in the notice; and (B) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (iv) any other matters the Association determines to include.

Action is taken under this Subsection 16(b) only if at the end of the time stated in the notice: (i) the affirmative votes in writing for the action received by the Association and not revoked pursuant to this Subsection equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and (ii) the Association has not received a written demand by a Director that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Director's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Director in writing by the time stated in the notice transmitted pursuant to this Subsection and the demand has not been revoked.

A Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection 16(b) may revoke the vote, abstention, or demand in writing received by the Association by the time stated in the notice transmitted.

Unless the notice transmitted pursuant to Subsection 16(b) states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

(c) General Provisions. A communication under this Section 6 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 16(b) is considered to be written, signed, and dated for purposes of this section if the electronic transmission is delivered with information from which the Association can determine: (i) that the electronic transmission is transmitted by the Director; and (ii) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 16, communications to the Association are not effective until received. Action taken pursuant to this Section 16 has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1.** **Powers.** The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Property, and the personal conduct of the members, their tenants, lessees, guests or invitees thereon, and to establish, impose, assess and collect fines and penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during and period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) Purchase a common area additional property adjacent to the Project.

**Section 2.** **Duties.** It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- (b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.
- (c) Pursuant to the Declaration, establish the annual assessment period and fix the amount of the annual base assessment against each member for each lot owned at least thirty (30) days in advance of each annual assessment.
- (d) Send written notice of each assessment to every owner subject thereto.
- (e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the owner personally obligated to pay the same.
- (f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (g) Procure and maintain liability and fire and other hazard insurance on property owned by the Association.
- (h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

- (i) Cause the Common Area to be maintained, preserved and kept in good repair.

**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, 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. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the cause of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments; and co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act; and exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records, showing the members of the Association, together with their addresses; and perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public account at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

#### **ARTICLE IX** **COMMITTEES**

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purposes.

#### **ARTICLE X** **BOOKS AND RECORDS**

##### Section 1. Books and Records.

(a) The Association shall keep as permanent records: (i) minutes of all meetings of its Members and Board of Directors; (ii) a record of all actions taken by the Members or Board of Directors without a meeting; (iii) a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association; (iv) a record of all waivers of notices of meetings of Members and of the Board of Directors or any committee of the Board of Directors; and (v) a copy of the Declaration, as the same may be amended.

(b) The Association shall maintain appropriate accounting records.

(c) The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (i) in alphabetical order, by class, and (ii) showing the number of votes each Member is entitled to vote.

(d) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(e) The Association shall keep a copy of each of the following records at its principal office: (i) its Articles of Incorporation; (ii) its By-Laws; (iii) resolutions adopted by its Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; (iv) the minutes of all Member meetings; (v) records of all actions taken by Members without a meeting; (vi) all written communications to Members generally as Members for a period of three years; (vii) a list of the names and business or home addresses of its current Directors and officers; (viii) a copy of its most recent annual

report; and (ix) all financial statements prepared for periods ending during the last three (3) years.

Section 2. Inspection of Records.

(a) A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 4 (i) during regular business hours; (ii) at the Association's principal office; and (iii) if the Director or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

(b) In addition to the rights set forth in Subsection (a), a Director or Member is entitled to inspect and copy any of the other records of the Association: (i) during regular business hours; (ii) at a reasonable location specified by the Association; and (iii) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (A) meets the requirements of Subsection (b); and (B) gives the Association written demand.

(c) A Director or Member may inspect and copy the records described in Section 3 only if: (i) the demand is made: (A) in good faith; and (B) for a proper purpose; (ii) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (iii) the records are directly connected with the described purpose.

(d) Notwithstanding any other provision in these By-Laws, for purposes of this Section: (i) "Member" includes: (A) a beneficial owner whose membership interest is held in a voting trust; and (B) any other beneficial owner of a membership interest who establishes beneficial ownership; and (ii) "proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

(e) The right of inspection granted by this Section may not be abolished or limited by the Articles of Incorporation or these By-Laws.

(f) This Section does not affect: (i) the right of a Director or Member to inspect records relating to ballots; (ii) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (iii) the power of a court, independent of this Article, to compel the production of corporate records for examination.

(g) A Director or Member may not use any information obtained through the inspection or copying of records permitted by Section 3 for any purposes other than those set forth in the demand made under Section 3(c).

(h) The Association may redact the following information from any document the Association produces for inspection or copying (i) a Social Security number; (ii) a bank account number; or (iii) any communication subject to attorney-client privilege.

(i) In a request to inspect or copy documents, a Member may:

(i) elect whether to inspect or copy the documents;

(ii) if the Member elects to copy the documents, requests hard copies or electronic scans of the documents; or

(iii) subject to Subsection (j), requests that:

- (A) the Association make the copies or electronic scans of the requested documents;
- (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents; or
- (C) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents.

(j) If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans, which may not exceed: (i) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (ii) if an employee, manager, or other agent of the Association makes the copies or electronic scans, 10 cents per page and \$15 per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

(k) If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents; and the Member shall pay the duplicating service directly. If Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

### Section 3. Scope of Inspection Right.

(a) A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The Association may comply with a Director's or Member's demand to inspect the record of Members under Section 3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Section 3; and (b) is compiled no earlier than the date of the Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth under Article XIII, Section 2), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

(b) An association may redact the following information from any document the association produces for inspection or copying: (i) a Social Security number; (ii) a bank account number; or (iii) any communication subject to attorney-client privilege.

(c) In a request to inspect or copy documents, a Member may: (i) elect whether to inspect or copy the documents; (ii) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or (iii) subject to Subsection (d), request that: (A) the association make the copies or electronic scans of the requested documents; (B) a recognized third party duplicating service make the copies or electronic scans of the requested documents; of

(C) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents.

(d) The Association shall comply with a request described in Subsection (c) if it produces the copies or electronic scans that are legible and accurate and the Member pays the Association the reasonable cost of the copies or electronic scans, which may not exceed: (i) the actual cost that the association paid to a recognized third party duplicating service to make the copies or electronic scans; or (ii) if an employee, manager, or other agent of the Association makes the copies or electronic scans, 10 cents per page and \$15 per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

(e) If a Member requests a recognized third party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents and the Member shall pay the duplicating service directly.

(f) If a Member requests to bring imaging equipment to the inspection, the association shall provide the necessary space, light, and power for the imaging equipment.

Section 4. Annual Report. The Board of Directors shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year, (c) a statement of changes in financial position for such fiscal year, and (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

#### **ARTICLE XI** **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or at such other rate as the Board of Directors may establish from time to time, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his lot.



**ARTICLE XII**  
**AMENDMENTS**

**Section 1. Amendments.** These Bylaws may be amended, at any regular, annual, or special meeting of the Board of Directors, by a vote of the majority of the Board of Directors, except if it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. The Members may amend the Bylaws even though the Bylaws may also be amended by the Board of Directors. Amendments to the Bylaws by Members shall be made in accordance with the Utah Revised Nonprofit Corporation Act.

**Section 2. Conflicts.** In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and on the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

**ARTICLE XIII**  
**MISCELLANEOUS**

**Section 1. Fiscal Year.** The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end of the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 2. Manner of Giving Notice.** Notwithstanding any other provision in the Acts, Declaration, Articles, By-Laws or rules and regulations, the Association may provide notice to Owners by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

(a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;

(b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (a) when received; (b) six (6) days after it is mailed; or (c) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;

(c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;

(d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;

(e) when hand delivered, the notice is deemed effective immediately upon delivery; or

(f) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

IN WITNESS WHEREOF, I verify that these Amended and Restated By-Laws were adopted at a meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, as required by Article XII of the original By-Laws.

DATED this 15 day of March, 2018.

[Signature]  
Name: DANNY L MCKEE  
Title: President

STATE OF UTAH, )  
 )  
 ) :ss.  
County of Washington )

On this 15 day of March, 2018, before me personally appeared Dan McKee, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of the Legacy Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its By-Laws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

[Signature]  
Notary Public

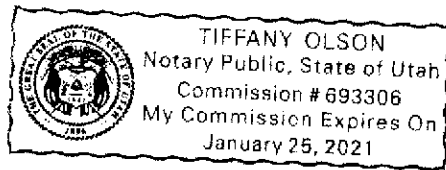


EXHIBIT A  
(Legal Description)

This Restated and Amended Declaration of Covenants, Conditions, and Restrictions of Legacy, A Planned Unit Development affects the following real property, all located in Washington County, State of Utah:

All of Lots 1 through 8, Legacy Phase 1 TH (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-1-1 to SG-LY-1-8

All of Lots 9 through 30, Lots 39 through 46, Lots 88 through 91, and Lot 92A, Legacy Phase 2 TH AMD (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-2-9 through SG-LY-2-30  
PARCEL: SG-LY-2-39 through SG-LY-2-46  
PARCEL: SG-LY-2-88 through SG-LY-91  
PARCEL: SG-LY-2-92-A-1

All of Lots 47 through 68, Legacy Phase 3 TH (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-3-47 through SG-LY-3-68

All of Lots 31 through 38, Lots 69 through 75, Legacy Phase 4 TH (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-4-31 through SG-LY-4-38  
PARCEL: SG-LY-4-69 through SG-LY-4-75

All of Lots 76 through 87, Lots 94 through 102, Legacy Phase 5 AMD (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-5-76 through SG-LY-5-87  
PARCEL: SG-LY-5-94 through SG-LY-5-102

All of Lots 103 through 124, Legacy Phase 6 AMD (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-6-103 through SG-LY-6-124

All of Lots 125 through 148, Legacy Phase 7 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-7-125 through SG-LY-7-148

All of Lots 149 through 160, Legacy Phase 8 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-8-149 through SG-LY-8-160

All of Lots 161 through 180, Legacy Phase 9 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-9-161 through SG-LY-9-180

All of Lots 181 through 204, Legacy Phase 10 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-10-181 through SG-LY-10-204

All of Lots 205 through 220, Legacy Phase 11 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-11-205 through SG-LY-11-220

All of Lots 221 through 245, Legacy Phase 12 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-12-221 through SG-LY-12-245

All of Lots 246 through 266, Legacy Phase 13 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LY-13-246 through SG-LY-13-266

TOGETHER WITH all improvements and appurtenances thereunto belonging, and SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.