

ARTICLES OF ASSOCIATION
OF LEGACY HILLS ROAD ASSOCIATION.

To further common purposes, members agree to organize under these Articles of Association

ARTICLE ONE
NAME

The name of the Association shall be LEGACY HILLS ROAD ASSOCIATION (hereinafter "Association").

ARTICLE TWO
PRINCIPAL OFFICE

The principal office of the Association shall be at 380 E 100 S, Morgan, Utah 84050. The Association may have such other offices as may from time to time be designated by its members or its executive committee.

ARTICLE THREE
PURPOSES

The purposes of the Association shall be:

a. To consider and deal by all lawful means with the construction, repair and maintenance of the private road (including any ponds, ditches or walls built along the road) into and out of the Legacy Hills, LLC Subdivision in Morgan County, Utah, to be known as "Legacy Hills Road" (hereinafter "Road").

b. The Association is organized and operated exclusively for the above-stated purposes, and for other nonprofit purposes, and no part of any net earnings shall inure to the benefit of any private member.

c. The Association is a non-profit entity.

ARTICLE FOUR
POWERS

In furtherance of the objectives described above, but not limited to these, the Association shall have power to collect and disseminate statistics and other information, to conduct investigations, levy assessments on all lot owners of the subdivision, land owners with access to their property from the Road, and members of the Association for construction, repair, maintenance, liability insurance, and taxes (including taxes or

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other assessments levied by Morgan County or any other governmental agency) of the Road and this Association.

ARTICLE FIVE MEMBERSHIP

a. Membership. All subdivision lot owners of Legacy Hills, LLC Subdivision and land owners with access to their property from the Legacy Hills Road shall be active members of the Association, with full voting and other privileges. Other users of the Road may be admitted to the Association as voted on by Association members.

b. Voting. Each active member shall be entitled to one vote (one vote per lot and one vote per owner of land with frontage along the Legacy Hills Road [not to exceed two votes per land owner]); Brent V. Anderson and Hollie K. Anderson shall have ten (10) votes each until such time as they are no longer owners of property within the subdivision. Proxy voting is permitted. As an additional condition, so long as Brent V. Anderson owns a lot or property accessed by the Road, he shall have the controlling vote regarding any and all items, including but not limited to maintenance, paving, snow removal, etc.

ARTICLE SIX ASSESSMENTS

The annual assessment for construction, repair, maintenance, insurance and taxes, shall be determined by the vote of the active members, on recommendation of the Board of Directors. Assessments may vary from year to year, but assessments shall be the same for all active members. The initial assessment is expected to be \$1,200 per year.

ARTICLE SEVEN MEETINGS

a. Annual Meeting. There shall be an annual meeting of the Association as scheduled by the Board of Trustees during the month of January unless otherwise scheduled by an executive committee as determined by the Board of Trustees, for electing officers, receiving reports, and transacting other business. Meetings shall be open to active members. Notice of these meetings, issued by the secretary, shall be mailed or e-mailed to the last recorded address or e-mail address of each member at least ten (10) days before the time appointed for the meeting.

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b. Quorum. A majority of the votes from active members of the Association, when present at any meeting, shall constitute a quorum, and in case there is less than this number, the presiding officer may adjourn from time to time until a quorum is present,

ARTICLE EIGHT OFFICERS

The Board of Trustees of the Association, as elected by the members of the Association by a majority vote of the members. The initial Board of Trustees shall be no less than two members and no more than three members, as determined by the Declarants. The offices for the Association shall be a president, and a secretary-treasurer, which officers shall also act as a Board of Directors. Other offices for service may be established by the Board members of the Association. Elections shall occur every two (2) years.

ARTICLE NINE AMENDMENTS TO ARTICLES

These Articles may be amended or replaced, in whole or in part, by the Declarants, or by a majority vote at any duly organized meeting of the members of the Association; however, no amendment may restrict the Declarant's rights.

ARTICLE TEN BYLAWS

Bylaws will be hereafter adopted. Such bylaws may be amended or repealed, in whole or in part, in the manner provided in the bylaws, and the amendments to the bylaws shall be binding on all members, including those who may have voted against them.

ARTICLE ELEVEN REGISTERED AGENT

The Registered agent of the Association shall be BRENT V. ANDERSON, 380 E 100 S Morgan, Utah 84050.

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These Articles of Association are adopted on the 25th day of April 2023, At Peterson, Morgan County, Utah.

Legacy Hills, LLC

Brent V. Anderson, Incorporator / Declarant

Brent V. Anderson

Incorporator/Declarant

Hollie K Anderson, Incorporator, Declarant

Hollie K Anderson

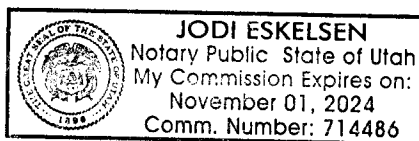
Incorporator / Declarant

STATE OF UTAH)

SS:

COUNTY OF Weber)

On the 25th day of April 2023, personally appeared before me Brent V Anderson and Hollie K Anderson who are the Incorporator and Declarant of Legacy Hills, LLC, a Limited Liability Company and Brent V Anderson and Hollie K Anderson being duly sworn and acknowledged to me that said executed the same.



Jodi Eskelsen
Notary Public

My commission Expires: 11-01-24

EXHIBIT 1

AMENDED LEGACY HILLS Road Association PHASES 1 & 2
MAINTENANCE AGREEMENT AND COVENANTS

Legacy Hills, L.L.C., through it's Declarants, Brent V. Anderson and Hollie K. Anderson, solely owns the private drive, private street, and private lane as shown on the plats of Legacy Hills Subdivision Phases 1 and 2 from Morgan Valley Drive to the Southwest Corners of Lots 5 and 6. All lot owners in Legacy Hills Subdivision will share equally in the maintenance costs of the private street gate, entry area, storm water ditches and ponds, rock and block walls, drainage/storm water easements, emergency easements if needed, and snow removal. Declarants will send an equally divided invoice to each lot owner for the maintenance expenses. When Declarants decide to pave the private street, all lot owners and Declarant will share equally in this expense. All invoices for work completed on the road will be due and payable fifteen (15) days after invoices are sent. Unpaid invoices from any lot owner will result in a one and one half percent (1.5%) late fee pre month and will be sent to collections after ninety (90) days. Property will be liened and all attorney costs together with other costs associated with collections will be paid by the delinquent lot owner.

Declarants give no more than two (2) access points for each lot on the lots in Legacy Hills Subdivision. There shall not be more than one (1) residence on each lot. Each lot owner will maintain their lot to keep it free of clutter so as to maintain the values and aesthetics of Legacy Hills Subdivision. All lot owners will use the same continuous metal fencing along roadways and between the other lots. Any variance in fencing material must be approved in writing by Declarants before installation.

If or when Declarants develop their additional property to the Southwest and/or any other adjacent property and uses the private drive or street to access that property, all new lot owners from that additional development will share equally in the maintenance costs described in the first paragraph above. Declarants and/or their heirs may sell or transfer their rights or interests to their properties or adjoining properties or to this Agreement. Declarants may in the future deed the private drive, street and lane to all lot owners or to all that use the private drive, street or lane, or to Legacy Hills Road Association.

If Declarant deems it desirable to amend this Agreement to more accurately express the intent of the then existing circumstances or information, they may do so at any time so long as they, or either of them, are owners of property that is accessed from the Legacy Hills Drive, or when they (the Declarants) choose to no longer act as the Declarants as a result of no longer owning property within the development or surrounding properties which access the property by the Legacy Hills Drive.

Continued

Legacy Hills, LLC owns Tract "A" and "B" and the roadway. The Legacy Hills Road Association shall maintain all improvements in all of the Legacy Hills subdivision phases.

This agreement and it's terms are also to include the non-conforming lot identified as Parcel A, containing 15.04 acres and currently owned by the Kelly Ray Moss Trust. In the future, all lot owners agree that the Association will allow the Trustees of the Kelly Ray Moss Trust to amend the subdivision plat to include a 20 acre lot which will be identified as Lot 7, if that Lot is approved by Morgan County. This property (the 15.04 acre parcel) is considered part of the Legacy Hills Road Association.

The Declarants have deemed it desirable and necessary to create a Legacy Hills Road Association to facilitate the Legacy Hills maintenance agreement and covenants for Phases 1 and 2.

Dated this 25th day of April, 2023

Legacy Hills, LLC

Brent V. Anderson, Declarant

Brent V. Anderson

Declarant

Hollie K Anderson, Declarant

Hollie K Anderson

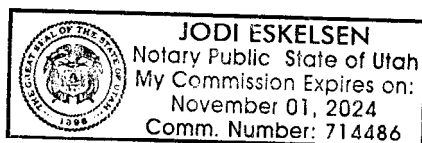
Declarant

STATE OF UTAH)

SS:

COUNTY OF Weber)

On the 25th day of April 2023, personally appeared before me Brent V Anderson and Hollie K Anderson who are the Declarants of Legacy Hills, LLC, a Limited Liability Company and Brent V Anderson and Hollie K Anderson being duly sworn and acknowledged to me that said executed the same.



Jodi Eskelsen
Notary Public

My commission Expires: 11-01-24

EXHIBIT 2

BOUNDARY DESCRIPTION – LEGACY HILLS

LEGACY HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF (RECORDED AUGUST 17, 2020, AS ENTRY NO. 152606, BK. 365 PG. 1628-1629 OF MORGAN COUNTY RECORDS), SITUATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17 AS MONUMENTED BY A B.L.M. BRASS CAP (1952 RESURVEY)

THENCE SOUTH 00°20'22" EAST 575.17 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE NORTH 90°00'00" EAST 2798.22 FEET TO A REBAR AND CAP PLACED ON THE WESTERLY LINE OF MORGAN VALLEY DRIVE, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 67°58'46" EAST 117.37 FEET ALONG SAID WESTERLY LINE;

THENCE 534.56 FEET ALONG SAID WESTERLY LINE, A CURVE TO THE RIGHT HAVING A RADIUS OF 609.00 FEET AND A CHORD BEARING SOUTH 42°50'00" EAST 517.57 FEET TO A REBAR AND CAP;

THENCE SOUTH 17°41'23" EAST 114.38 FEET ALONG SAID WESTERLY LINE TO A REBAR AND CAP;

THENCE 296.04 FEET ALONG SAID WESTERLY LINE, A CURVE TO THE RIGHT HAVING A RADIUS OF 2464.45 FEET AND A CHORD BEARING SOUTH 14°14'54" EAST 295.86 FEET TO A REBAR AND CAP;

THENCE SOUTH 10°48'26" EAST 163.83 FEET ALONG SAID WESTERLY LINE TO A REBAR AND CAP;

THENCE SOUTH 62°00'50" WEST 120.00 FEET LEAVING MORGAN VALLEY DRIVE TO A REBAR AND CAP;

THENCE SOUTH 42°24'39" WEST 172.00 FEET TO A REBAR AND CAP;

THENCE SOUTH 37°05'27" WEST 474.60 FEET TO A REBAR AND CAP;

THENCE SOUTH 12°09'30" WEST 378.50 FEET TO A REBAR AND CAP;

THENCE SOUTH 14°53'45" WEST 145.80 FEET TO A REBAR AND CAP;

THENCE SOUTH 51°12'58" WEST 57.00 FEET ALONG AN ANCIENT FENCE LINE TO A REBAR AND CAP;

THENCE NORTH 85°01'05" WEST 1123.07 FEET ALONG AN ANCIENT FENCE LINE TO A REBAR AND CAP;

THENCE SOUTH 67°10'22" WEST 293.05 FEET ALONG AN ANCIENT FENCE LINE TO A REBAR AND CAP PLACED ON THE ONE-SIXTEENTH LINE;

THENCE NORTH 11°46'27" EAST 45.45 FEET TO A REBAR AND CAP PLACED AT THE SOUTHEAST CORNER OF DAVID WRIGHT SUBDIVISION;

THENCE NORTH 00°20'16" WEST 875.76 FEET ALONG THE EASTERLY LINE OF DAVID WRIGHT SUBDIVISION TO THE CENTERLINE OF DALTON CREEK;

THE FOLLOWING EIGHT COURSES FOLLOW ALONG THE SOUTHEASTERLY LINE OF DAVID WRIGHT SUBDIVISION, BEING ALSO THE CENTERLINE OF DALTON CREEK.

THENCE NORTH 80°20'01" EAST 225.43 FEET;

THENCE NORTH 46°42'08" EAST 168.66 FEET;

THENCE NORTH 62°30'41" EAST 138.49 FEET;

THENCE NORTH 45°29'36" EAST 324.59 FEET;
THENCE NORTH 23°13'51" EAST 195.36 FEET;
THENCE NORTH 80°28'06" EAST 70.83 FEET;
THENCE NORTH 54°22'45" EAST 151.04 FEET;
THENCE NORTH 04°01'13" WEST 88.46 FEET;
THENCE SOUTH 47°00'00" EAST 111.82 FEET TO A REBAR AND CAP PLACED IN A
FENCE LINE;
THENCE NORTH 42°30'37" EAST 608.37 FEET ALONG SAID FENCE LINE AND
EXTENSION THEREOF TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 59.83 ACRES.
THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF
SECTION 17 CALLED: NORTH 00°20'22" WEST.

00-0087-6331
00-0087-6332
00-0090-3980
00-0090-3979
00-0087-6334

Being all of lots 1, 2, 3, and Private lane of Legacy Hills.

EXHIBIT 3

BOUNDARY DESCRIPTION – LEGACY HILLS, PHASE 2

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17 AS MONUMENTED BY A B.L.M. BRASS CAP (1952 RESURVEY)

THENCE SOUTH $00^{\circ}20'22''$ EAST 2640.04 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH $00^{\circ}56'48''$ WEST 625.81 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH $84^{\circ}07'36''$ EAST 1001.11 FEET TO A REBAR AND CAP;

THENCE NORTH $73^{\circ}55'49''$ EAST 291.12 FEET TO A REBAR AND CAP;

THENCE NORTH $11^{\circ}58'05''$ WEST 251.56 FEET;

THENCE 232.17 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 168.00 FEET AND A CHORD BEARING NORTH $27^{\circ}34'56''$ EAST 214.13 FEET;

THENCE NORTH $67^{\circ}10'22''$ EAST 24.84 FEET TO THE WEST LINE OF LEGACY HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS ENTRY NO. 152606 IN BOOK 365 PAGES 1628 AND 1629 IN THE MORGAN COUNTY RECORDER'S OFFICE;

THENCE SOUTH $11^{\circ}46'27''$ WEST 43.74 FEET ALONG SAID WEST LINE TO A REBAR AND CAP PLACED ON THE ONE-SIXTEENTH LINE BEING THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17;

THENCE SOUTH $66^{\circ}41'54''$ WEST 2.19 FEET;

THENCE SOUTH $00^{\circ}29'55''$ WEST 1369.57 FEET;

THENCE SOUTH $76^{\circ}02'09''$ EAST 2.06 FEET TO THE ONE-SIXTEENTH LINE;

THENCE SOUTH $00^{\circ}29'55''$ WEST 1244.11 FEET ALONG SAID ONE-SIXTEENTH LINE BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TO A REBAR AND CAP PLACED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17;

THENCE SOUTH $89^{\circ}34'49''$ WEST 1347.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17;

THENCE NORTH $00^{\circ}56'48''$ EAST 2039.37 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 65.70 ACRES.

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 CALLED: NORTH $00^{\circ}20'22''$ WEST.

00-0001-6293

00-0090-7854