

BYLAWS  
OF  
LEGACY HILLS ROAD ASSOCIATION  
A NON-PROFIT CORPORATION

ARTICLE I

Name, Designated and Registered Office and Registered Agent

Section 1. Name. The name of the corporation is  
LEGACY HILLS ROAD ASSOCIATION (hereinafter "Association").

Section 2. Designated and Registered Office and  
Registered Agent and Declarants. The address of the designated  
and registered office of this corporation is 380 E. 100 S.,  
Morgan, Utah 84050. The initial registered agent of this  
corporation at that address is Brent V. Anderson.

Brent V. Anderson and Hollie K. Anderson are the  
Declarants and will serve as the initial members of the Board of  
the Trustees.

ARTICLE II

Fiscal Year

The fiscal year of this corporation shall begin on  
January 1 and end on December 31.

ARTICLE III

Member

"Member" shall mean and refer to one or more persons  
or entities that are developing, residing in or own a home or  
utilize property for residential use on property which is  
accessed from Legacy Hills Drive. Each "Member" is entitled to

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one (1) vote per property regarding matters pertaining to the Association. The Declarants, Brent V. Anderson and Hollie K. Anderson, will each have 10 votes until such time as they are no longer owners of any property within the Legacy Hills Road Association. Also, the owners of the 15.04 acre parcel that borders Legacy Hills Drive will also be a member.

#### ARTICLE IV

##### Members' Meetings

Section 1. Place of meetings. Meetings of the Members shall be held at the registered office of the corporation or any other place (within or without the State of Utah) the Board of Trustees or Members may from time to time select.

Section 2. Annual meeting. An annual meeting of the Members shall be held on the third Thursday in January of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following that is not a legal holiday, at 7:00 p.m., and the Members shall elect a Board of Trustees and transact other business. If any annual meeting has not been called and held within six months after the time designated for it, any Member may call it.

Section 3. Special meetings. Special meetings of the Members may be called by the President or by any two Association Members.

Section 4. Notice of meetings. A written or

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printed notice of each Members' meeting, stating the time, day and hour of the meeting and in case of a special meeting, the purpose or purposes of the meeting, shall be given by the secretary of the corporation or by the person authorized to call the meeting to each Member of record entitled to vote at the meeting. This notice shall be sent at least ten days before the date named for the meeting (unless a greater period of notice is required by law in a particular case) to each Member by United States mail or by email to his/her address appearing on the books of the corporation.

Section 5. Waiver of notice. A Member, either before or after the Members' meeting, may waive notice of the meeting; and his/her waiver shall be deemed the equivalent of giving notice. Attendance at a Members' meeting, either in person or by proxy of a person entitled to notice, shall constitute a waiver of notice of the meeting unless he attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

Section 6. Voting rights. Subject to the provisions of the laws of the State of Utah, each Member shall be entitled at each Members' meeting to one vote. As an additional right, so long as Brent V. Anderson and/or Hollie K. Anderson own a lot or property accessed by Legacy Hills Road, they shall have the controlling vote regarding any issue, including, but not

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limited to, maintenance, paving, snow removal, etc.

Section 7. Proxies. A Member entitled to vote may vote in person or by proxy executed in writing by the Member or by his attorney-in-fact. A proxy shall not be valid after eleven months from the date of its execution unless a longer period is expressly stated in it.

Section 8. Quorum. The presence in person or by proxy of the holders of a majority of the Membership votes shall constitute a quorum at meetings of Members.

Section 9. Adjournments. Any meeting of Members may be adjourned and rescheduled to a later date. Notice of the adjourned meeting or of the business to be transacted there, other than by announcement at the meeting at which the adjournment is taken shall not be necessary. At a meeting that is adjourned at which a quorum is present or represented, any business may be transacted which could have been transacted at the meeting originally called.

Section 10. Informal action by Members. Any action that may be taken at a meeting of Members may be taken without a meeting if a consent in writing setting forth the action shall be signed by all of the Members entitled to vote on the action and shall be filed with the Secretary of the corporation. This consent shall have the same effect as a unanimous vote of the Members.

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## ARTICLE V

### Board of Trustees

Section 1. Number, qualifications and term of office. The business and affairs of the Association shall be managed by a board of two (2) Trustees, who must be Members of the Association. A majority vote of the membership of the Association shall be required to elect a Trustee. A Trustee in office is eligible for re-election.

Section 2. Vacancies. Vacancies on the Board of Trustees shall be filled by a majority vote of the Membership of the Association. Each Board Member so selected shall serve until his successor is elected by the Members at the next annual meeting or at a special meeting earlier called for that purpose. The other Trustee may declare vacant the office of a Trustee who is convicted of a felony or who is declared of unsound mind by an order of the Court.

Section 3. Compensation. Members of the Board of Trustees shall not receive a salary for their services as Board Members, but by resolution of the Members of the Association a fixed sum for expenses may be allowed as needed.

Section 4. Removal. At a meeting of the Members of the Association called for that purpose, the entire Board of Trustees or any individual Trustee may be removed from office without assignment or cause by a 67% majority vote of the Members entitled to vote at an election of Trustees.

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## ARTICLE VI

### Meetings of the Board

Section 1. Place of meetings. The meetings of the Board of Trustees may be held at the registered office of the corporation or at any other place within or without the State of Utah that the Board of Trustees, by a unanimous vote, may from time to time by resolution appoint.

Section 2. Meetings. The Board of Trustees shall meet as needed.

Section 3. Special meetings. Special meetings of the Board of Trustees may be called at any time by the President.

Section 4. Notice of meetings. Notice to the Members of meetings of the Board of Trustees need not be given.

## ARTICLE VII

### Officers, Agents, and Employees

Section 1. Officers. If the Board of Trustees chooses to have additional officers to manage and run the day to day activities of the Association, the officers of the Association may be chosen by a Board of Trustees and may consist of a President and a Secretary-Treasurer.

Officers shall hold office until their successors are chosen and have qualified unless they are sooner removed from office as provided in these Bylaws.

Section 2. Vacancies. When a vacancy occurs in one

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of the executive offices by death, resignation or otherwise, it shall be filled by a majority vote of the Members at a special meeting. The officer so selected shall hold office until his successor is chosen at a meeting of the Members.

Section 3. Removal of officers and agents. An officer or agent of the Association may be removed by a majority vote of the Members whenever in their judgment the best interests of the corporation will be served by the removal. The removal shall be without prejudice to the membership rights, if any, of the person so removed.

Section 4. President: Powers and duties. The President shall have general supervision of the business of the corporation. He or she shall preside at all meetings of the Members and Trustees and discharge the duties of a presiding officer. He or she shall present at each meeting a report of the business of the corporation for the preceding fiscal year, and shall perform whatever other duties the Board of Trustees may from time to time prescribe.

Section 5. Secretary: Powers and Duties. The Secretary shall attend all meetings of Trustees and of the Members and shall keep or cause to be kept a true and complete record of the proceedings of those meetings. He or she shall give or cause to be given notice of all meetings of Trustees or of the Members and shall perform whatever additional duties the Board of Trustees and the President may from time to time

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prescribe. He or she shall be responsible for facilities for meetings.

Section 6. Treasurer: Powers and Duties.

He or she shall keep full and accurate accounts of receipts and disbursements and shall deposit all Association monies and other valuable effects in the name and to the credit of the Association in a depository or depositories designated by the Board of Trustees. He or she shall disburse the funds of the Association and shall provide to the President or the Board of Trustees whenever they may require it an account of the transactions as Treasurer and of the financial condition of the Association. It is expected that the Secretary and the Treasurer duties be served by the same person.

ARTICLE VIII

Special Corporate Acts

Section 1. Execution of written instruments.

Contracts, deeds, documents and instruments shall be executed by the President and attested by the Secretary/Treasurer unless the Board of Trustees shall in a particular situation designate another procedure for their execution.

Section 2. Checks, notes, drafts and demands.

Checks, notes, drafts and demands for money shall be signed either by the President or Secretary/Treasurer, or by such other officers from time to time designated by a unanimous vote of the

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Board of Trustees.

## ARTICLE IX

### Maintenance Agreement

The Association has a maintenance agreement which is attached hereto and incorporated here by Reference as Exhibits 1 & 2 & 3. This agreement is part of these bylaws, and will be recorded as a Covenant attaching to each lot accessed by Legacy Hills Road.

## ARTICLE X

### Shares, Certificates and Transfer of Shares

Section 1. Share certificates. Share certificates shall not be issued.

Section 2. Transfers of membership. Membership in the corporation shall be directly tied to ownership of property within the designated area as noted in the Articles and Minutes of the Organizational Meeting of the Board of Trustees. Any time there is a sale of a Lot that is accessed by Legacy Hills Road, the new owners of the Lot are automatic Members of this Association.

## ARTICLE XI

### Amendments

Section 1. Power to amend or repeal. The power to amend or repeal the Bylaws or to adopt a new code of Bylaws is

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reserved in the Declarants or by a 67% majority vote of the membership of the Association.

ADOPTED this 25<sup>th</sup> day of April, 2023.

Legacy Hills, LLC

BOARD OF TRUSTEES:

Brent V. Anderson, Trustee and Declarant  
Brent V. Anderson  
Trustee and Declarant

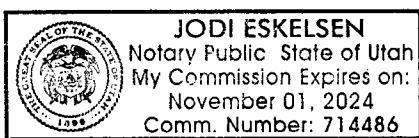
Hollie K. Anderson, Trustee and Declarant  
Hollie K. Anderson  
Trustee and Declarant

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 Trustee 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.

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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 25<sup>th</sup> day of April, 2023

Legacy Hills, LLC

Brent V. Anderson, Declarant

Brent V. Anderson

Declarant

Hollie K Anderson, Declarant

Hollie K Anderson

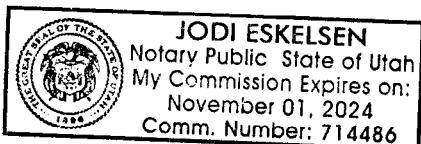
Declarant

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  $00^{\circ}20'22''$  EAST 575.17 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;  
 THENCE NORTH  $90^{\circ}00'00''$  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  $67^{\circ}58'46''$  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  $42^{\circ}50'00''$  EAST 517.57 FEET TO A REBAR AND CAP;  
 THENCE SOUTH  $17^{\circ}41'23''$  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  $14^{\circ}14'54''$  EAST 295.86 FEET TO A REBAR AND CAP;  
 THENCE SOUTH  $10^{\circ}48'26''$  EAST 163.83 FEET ALONG SAID WESTERLY LINE TO A REBAR AND CAP;  
 THENCE SOUTH  $62^{\circ}00'50''$  WEST 120.00 FEET LEAVING MORGAN VALLEY DRIVE TO A REBAR AND CAP;  
 THENCE SOUTH  $42^{\circ}24'39''$  WEST 172.00 FEET TO A REBAR AND CAP;  
 THENCE SOUTH  $37^{\circ}05'27''$  WEST 474.60 FEET TO A REBAR AND CAP;  
 THENCE SOUTH  $12^{\circ}09'30''$  WEST 378.50 FEET TO A REBAR AND CAP;  
 THENCE SOUTH  $14^{\circ}53'45''$  WEST 145.80 FEET TO A REBAR AND CAP;  
 THENCE SOUTH  $51^{\circ}12'58''$  WEST 57.00 FEET ALONG AN ANCIENT FENCE LINE TO A REBAR AND CAP;  
 THENCE NORTH  $85^{\circ}01'05''$  WEST 1123.07 FEET ALONG AN ANCIENT FENCE LINE TO A REBAR AND CAP;  
 THENCE SOUTH  $67^{\circ}10'22''$  WEST 293.05 FEET ALONG AN ANCIENT FENCE LINE TO A REBAR AND CAP PLACED ON THE ONE-SIXTEENTH LINE;  
 THENCE NORTH  $11^{\circ}46'27''$  EAST 45.45 FEET TO A REBAR AND CAP PLACED AT THE SOUTHEAST CORNER OF DAVID WRIGHT SUBDIVISION;  
 THENCE NORTH  $00^{\circ}20'16''$  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  $80^{\circ}20'01''$  EAST 225.43 FEET;  
 THENCE NORTH  $46^{\circ}42'08''$  EAST 168.66 FEET;  
 THENCE NORTH  $62^{\circ}30'41''$  EAST 138.49 FEET;

Continued

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°20'22" EAST 2640.04 FEET TO THE WEST QUARTER CORNER OF SAID  
SECTION 17;  
THENCE SOUTH 00°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°07'36" EAST 1001.11 FEET TO A REBAR AND CAP;  
THENCE NORTH 73°55'49" EAST 291.12 FEET TO A REBAR AND CAP;  
THENCE NORTH 11°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°34'56" EAST 214.13 FEET;  
THENCE NORTH 67°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°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°41'54" WEST 2.19 FEET;  
THENCE SOUTH 00°29'55" WEST 1369.57 FEET;  
THENCE SOUTH 76°02'09" EAST 2.06 FEET TO THE ONE-SIXTEENTH LINE;  
THENCE SOUTH 00°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°34'49" WEST 1347.51 FEET TO THE SOUTHWEST CORNER OF SAID SECTION  
17;  
THENCE NORTH 00°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°20'22" WEST.

00-0001-6293  
00-0090-7854