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DOUG CROFTS, WEBER COUNTY RECORDER
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REC FOR: HELGESEN

**AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEGACY NORTH**

(a Planned Residential Unit Development Subdivision)

This Amended Declaration of Covenants, Conditions and Restrictions ("Amended Declaration") is made and executed this 30th day of November, 2006, by the Legacy North Owners Association ("Association") after having been voted upon and approved by the Owners at Legacy North.

RECITALS:

WHEREAS, as it is the desire of the lot owners of the Legacy North Residential Planned Unit Development Subdivision to:

- A. Live in a community that is orderly, peaceful, desirable, and free from the effects of permitting one or two residents to destroy the order and environment desired by the majority of the residents; and
- B. Have the ability to enforce reasonable rules after due notice and due process standards are met; and
- C. Protect the name and reputation of the Legacy North development and maintain property values that accompany a good reputation; and
- D. Maintain a quality neighborhood with minimum acceptable standards of conduct agreed to by the residents.

NOW THEREFORE, the Owners of Legacy North hereby amend the Declaration recorded against the real property located in Weber County, Utah; known as the Legacy North Planned Residential Unit Development Subdivision and more fully described on Exhibit "A" attached hereto.

This amendment shall become effective upon recording. The Legacy North Declaration is hereby amended as follows:

AMENDMENT

1. Tenants Subject to Rules.

1.1 All leases of Units shall be in writing and shall by reference incorporate the provisions of the Declaration into the terms of the lease. The names and phone numbers of the tenants shall be provided to the Board of Directors so the tenants may be contacted in the case of an emergency. All tenants and the leases they sign to lease a Unit shall be subject in all respects to the

provisions of the Declaration and Bylaws of the Association. Failure of a tenant to comply with the terms of Association documents (Declaration and Bylaws) shall be a default under the lease or tenancy. The Board may maintain an action, separate and apart from the unit owner, for eviction, injunction, and/or damages against a tenant who is in violation of the Declaration or Bylaws or who violates City ordinances or Utah State laws that affect the peace, quite, or comfortable enjoyment of residents living at the Project.

2. Eviction.

2.1 In the event of the failure of a tenant to abide by the terms of the Association documents (and because the Declaration constitutes an essential part of the terms in a lease between a Unit Owner and a tenant), and if the Unit Owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the Board may institute eviction proceedings after providing notice to the Unit Owner and to the Unit Owner's tenant of a violation and the failure to cure, remedy or cease the conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

3. No Businesses.

3.1 Inasmuch as the Legacy North PUD is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Legacy North, except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Legacy North Amended CC&Rs.

- 3.1.1 The following are some of the general requirements for home occupation licenses:
- 3.1.2 Customers, patrons, guests, clients or individuals may come to residence for business activity on a very limited scale and no more than one person at a time;
- 3.1.3 No products may be sold or delivered from the residence;
- 3.1.4 Only services such as consulting, tax preparation, computer or Internet businesses may be provided at the residence as limited by City ordinance;
- 3.1.5 Any vehicles used in the business must comply with the Association parking rules.
- 3.1.6 No delivery vehicles may come to the residence for business purposes with the exception of a UPS or Federal Express type delivery service.
- 3.1.7 No business activities may be conducted between the hours of 10:00 p.m. and 8:00 a.m.

4. Attorney Fees Incurred as the Result of Enforcing Rules.

4.1 In any legal action brought by the Board against any Unit Owner, tenant, lessee or lessor as a result of a violation of any provision of the Declaration or Bylaws, or if the Board retains legal counsel or incurs attorney fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Board shall collect any and all attorney fees from the Unit owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A Unit Owner shall be jointly liable for attorney fees, costs, or damages, in any action brought against a

tenant renting or leasing a unit from a unit owner as a result of any violation by the unit owner's tenant. Attorney fees and costs assessed shall constitute a lien against the Unit Owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the Board shall give approval before there is any action taken under this paragraph.

5. Guests and visitors.

5.1 Guests and visitors of Legacy North are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the other residents and other Legacy North unit occupants.

6. Reasonable Accommodation.

6.1 Individuals residing in a unit as a reasonable accommodation to a resident with a disability (as defined under the Americans with Disability Act (ADA)), shall not be counted in meeting the number of persons which may occupy each Living Unit.

7. Exterior Maintenance of Lots by Association.

7.1 Section 6.02 of Declaration recorded July 10, 1996, as entry number 1417207 in the official records of the Weber County Recorders Office, is hereby repealed and replaced with the following Section 6.02:

In addition to maintenance of the Common Areas, the Association shall also provide and be responsible for snow removal from all private roadways, walkways and driveways and the exterior maintenance and upkeep of each of the Lots subject to assessment hereunder as follows: The Association shall provide and be responsible for the watering, mowing, cutting, and replacement of all lawns as needed. The Association shall not provide nor be responsible for maintenance and upkeep (pruning, etc.) of trees, shrubbery, flowers and other landscaping features located on any portion of a Lot, which lies between the boundaries of the Lot and the foundation of the Living Unit located thereon. All owners must maintain at their own expense all trees, shrubbery, flowers and other landscaping features (including pruning) within the area that lies between the boundaries of the Lot and the foundation of the Living Unit. All owners have a responsibility to keep their Lots free of weeds so their Lots are not unsightly and do not become a distraction to Legacy North. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the Owner shall be obligated to immediately reimburse the Association for the cost thereof. The Owner's obligation to reimburse the Association for the cost of such maintenance or repairs shall be secured by a lien against the Owner's Lot in the same manner as provided in Section 9.08 of Declaration with respect to Annual and Special Assessments.

8. Conflicts.

8.1 In the event of a conflict between the provisions of this Amendment and any provision in the Bylaws or any provision in the Declaration recorded July 10, 1996, as entry number 1417207 in the official records of the Weber County Recorders Office, this Amendment shall control.

9. Bylaws

9.1 The Bylaws attached hereto as Exhibit "B" are hereby adopted as the Bylaws for the Legacy North Owners Association, a Utah non-profit corporation, and shall be binding on the Owners of Lots in Legacy North.

10. Severability.

10.1 If any phrase contained in this Amended Declaration or provision of any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Amended Declaration or the phrase or paragraph in which it is contained, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

EFFECTIVE DATE

This Amended Declaration shall take effect upon recording at the Weber County Recorders Office.

CERTIFICATION

It is hereby certified that owners holding more than sixty-seven percent (67%) of the total votes of the Association have voted to approve this Amended Declaration.

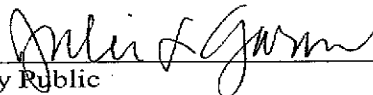
IN WITNESS WHEREOF, this 30th day of November, 2006.

LEGACY NORTH OWNERS ASSOCIATION

By Keith Seawitt
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 30th day of November, 2006, personally appeared before me Keith Leavitt who, being by me duly sworn, did say that he is President of the Legacy North Owners Association and that the within and foregoing instrument was signed in behalf of said Owners Association and he duly acknowledged to me he executed the same.



Notary Public

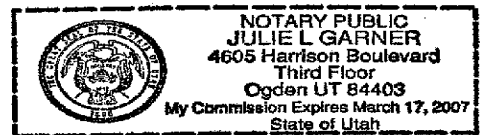


EXHIBIT "A"

The following lots in Legacy North, Amended PRUD, North Ogden City, Weber County, Utah

ALL OF LOTS 1 THROUGH 19, LEGACY NORTH PHASE NO. 1 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Tax I.D. # 18- 075-0001 through 0019) ✓A

ALL OF LOTS 20 THROUGH 41, LEGACY NORTH PHASE NO. 2 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Tax I.D. # 18- 076-0001 through 0022) ✓A

UNITS 42 THROUGH 63, LEGACY NORTH PHASE NO. 3 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Tax I.D. # 18- 080-0001 through 0022) ✓A

BYLAWS
OF
THE LEGACY NORTH OWNERS ASSOCIATION
A NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of The Legacy North Owners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit corporation is The Legacy North Owners Association (hereinafter called the "Association").

1.02. Offices. Until such time as the right to elect the Board of Trustees of the Association is turned over to the Members in accordance with the Articles of Incorporation of the Association, the principal office of the Association shall be at 5300 Adams Avenue, Suite 800, Ogden, UT 84105. Thereafter, the principal office of the Association shall be at The Legacy North Subdivision (hereinafter called the "Property"), situated upon the following described real property in Weber County, State of Utah:

Parcel No. 1

A part of Lot 4, Plat "B", North Ogden City Survey, Weber County, Utah; being part of the Northwest 1/4 of Section 33, T7N, R1W, SLB & M., U. S. Survey. Beginning at the Northeast corner of Lot 4, Plat "B", North Ogden City Survey, Weber County, Utah; running thence S. 00°15'00" W. 371.49 ft. along the East line of said Lot 4; thence N. 89°45'00" W. 177.26 ft.; thence S. 00°03'53" W. 46.93 feet; thence N. 89°45'00" W. 123.00 ft.; thence N. 0°03'53" E. 33.42 ft.; thence N. 89°56'07" W. 84.80 ft.; thence N. 00°03'53" E. 385.27 ft. to the South Right-of-Way line of 2550 North Street; thence S. 89°45'00" E. 386.26 ft. to the point of beginning.

Parcel No. 2

Also: A part of Lot 4, Plat "B", North Ogden City Survey, Weber County, Utah; being part of

the Northwest 1/4 of Section 33, T7N, R1W, S1E, 25187511 PG 8 OF 20
& M., U.S. Survey Beginning at the Southeast
Corner of Lot 9, Legacy North Phase No. 1,
North Ogden City, Weber County, Utah; said
point being 371.49 ft. S. 00°15'00" W. along
the East line of Lot 4, Plat "B", North Ogden
City Survey, Weber County, Utah from the
Northeast corner of said Lot 4; running thence
S. 00°15'00" W. 538.93 ft.; thence No.
89°45'00" W. 175.52 ft.; thence N. 00°03'53"
E. 61.00 ft.; thence N. 89°45'00" W. 123.00
ft.; thence N. 00°03'53" E. 30.42 ft.; thence
N. 89°56'07" W. 84.80 ft.; thence N. 00°03'53"
E. 434.00 ft. to the Southwest corner of Lot
19, of said Legacy North Phase No. 1; thence
five (5) courses along the Southerly Boundary
of said Legacy North Phase No. 1 as follows:
S. 89°56'07" E. 84.80 ft.; S. 00°03'53" W.
33.42 ft.; S. 89°45'00" E. 123.00 ft.; N.
00°03'53" E. 46.93 ft. and S. 89°45'00" E.
177.26 ft. to the point of beginning.

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions of Legacy North Subdivision, a Planned Residential Development, applicable to the Property and recorded or to be recorded in the official records of the County Recorder of Weber County, Utah, as the same may be amended from time to time as therein provided (hereinafter called the "Declaration"), shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01. Annual Meetings. The annual meeting of the Members shall be held on the first day of February each year at 7:00 p.m., for the purpose of electing Trustees and transacting such other business as may come before the meeting; provided, however, that whenever such date falls upon a Sunday or Legal Holiday, the meeting shall be held on the next succeeding business day. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Board of

Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02. Special Meetings. Special meetings of the Members may be called by the Board of Trustees, the President, or upon the written request of Members holding not less than twenty percent (20%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.03 Place of Meetings. The Board of Trustees may designate any place in Weber County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04. Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the address of the Member's Lot at the Property shall be deemed to be his registered address for purposes of notice hereunder.

3.06. Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum.

3.07. Proxies. At such meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08. Votes. With respect to each matter, including the election of Trustees, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot or Lots of such Members, as determined in accordance with the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless the question is one upon which a greater proportion is required by the express provisions of the Articles of Incorporation, these bylaws, the Declaration or Utah law, in which case such express provisions shall govern and control the determination of such question. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend such meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint membership.

3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

BOARD OF TRUSTEES

4.01. General Powers and Responsibilities. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the

Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. It shall be the responsibility of the Board of Trustees 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 Class A Members who are entitled to vote;

(b) supervise all officers, agents, independent contractors and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or 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;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association as provided in the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (g) cause the Common Areas to be maintained;
- (h) cause the exterior of the Lots to be maintained as provided in the Declaration;
- (i) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.02. Manager. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.03. Number, Tenure, and Qualifications. The number of Trustees of the Association shall be three (3). The initial Board of Trustees specified in the Articles of Incorporation shall serve until the Declarant turns over to the Members, in accordance with the Articles of Incorporation, the responsibility for electing Trustees. At the first annual meeting of the Members held after the Declarant turns over to the Members responsibility for electing Trustees, the Members shall elect three (3) Trustees to serve as follows: One Trustee shall be elected to serve for a term of three (3) years; one Trustee shall be elected to serve for a term of two (2) years; and one Trustee shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for three (3) year terms the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees. Trustees, except the initial Trustees specified in the Articles of Incorporation, must be Members of the Association.

4.04. Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place, within Weber County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.05. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Weber County, State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any Trustee may waive notice of a meeting.

4.06. Quorum and Manner of Acting. A majority of the number of Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

4.07. Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that Trustees may be reimbursed for expenses incurred in performance of their duties as Trustee and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Trustees.

4.08. Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee, except those appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members duly called for such purpose.

14 4.09. Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee (other than a Trustee appointed by the Declarant), or if the authorized number of Trustees shall be increased, the trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancies in the Board of Trustees occurring by reason of removal of a Trustee may be filled by election by the Members at the meeting at which such Trustee is removed. If vacancies shall occur in the Board of Trustees by reason of death or resignation of a Trustee appointed by the Declarant, such vacancies shall be filled by an appointment to be made by the Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.10. Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V

OFFICERS

5.01. Number. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and

such other officers as may from time to time be appointed by the Board of Trustees.

5.02. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event the Board of Trustees shall fail to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and qualified, or until his death or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, the Secretary and the Treasurer shall be and remain Trustees of the Association during the entire term of the respective offices. No other officer need be a Trustee or a Member of the Association.

5.03. Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Trustees of the Association.

5.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.05. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06. The President. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him.

5.07. 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 shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

5.08. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

5.09. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. He shall perform such other duties as the Board of Trustees may require of him.

5.10. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI
COMMITTEES

6.01. Designation of Committees. The Board of Trustees may from time to time by resolution designate an Architectural Control Committee, as provided in the Declaration, and such other committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least one (1) Trustee. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02. Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its

proceedings and shall report such proceedings to the Board of Trustees.

6.03. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least two-thirds of the authorized membership of such committee shall constitute a quorum for the transaction of business, and that act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04. Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation either to the President, the Board of Trustees, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05. Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualifications, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

6.06. Informal Action by Committees. Any action that is required or permitted to be taken at a meeting of any committee designated hereunder by the Board of Trustees may be taken without a meeting, if a consent in writing setting forth the action as taken shall be signed by all of the members of such committee.

ARTICLE VII

INDEMNIFICATION

7.01. Indemnification Third Party Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees),

judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.02. Indemnification Association Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.03. Determination. To the extent that a Trustee, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.01 or 7.02 hereof. Such determination shall be made either (1) by the Board of Trustees, by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit, or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the Members by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

7.04. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent or repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.05. Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

7.07. Payments Out of Common Expense Fund. All payments made pursuant to this Article shall constitute expenses of the Association and shall be paid with funds provided by annual or special assessments pursuant to the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Trustees.

8.02. Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX

RULES AND REGULATIONS

9.01. Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations covering the use and operation of the Property, to the extent that such rules and regulations are not

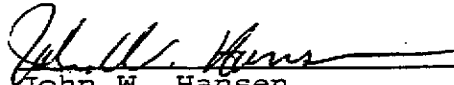
inconsistent with the rights and duties set forth in the Articles of Incorporation, these Bylaws, or the Declaration. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE X

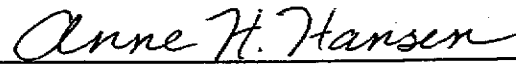
AMENDMENTS

10.01. Amendments. Except as otherwise provided by law, by the Articles of Incorporation, or by the Declaration these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the affirmative vote of the majority of the Board of Trustees at a regular or special meeting attended by a quorum, if notice of the proposed alteration, repeal or adoption be contained in the notice of such meeting; provided that the Board of Trustees shall not be permitted to amend the Bylaws contrary to the provisions of the Declaration or the Articles of Incorporation. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these bylaws, the Declaration shall control.


IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of The Legacy North Owners Association, have hereunto set their hands this 1 day of July, 1996.



John W. Hansen



Anne H. Hansen



Roy L. Huggard

ACKNOWLEDGMENTS

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 1 day of July, 1996, personally appeared before me JOHN W. HANSEN, who being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Legacy North

Owners Association, executed the within and foregoing Bylaws.

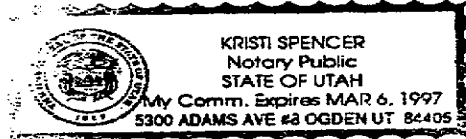
Kristi Spencer

NOTARY PUBLIC
Residing at:

D.N. Ogden

My Commission Expires:

3-6-97



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 1 day of July, 1996, personally appeared before me ANNE H. HANSEN, who being by me duly sworn on oath, acknowledged to me that she, as a Trustee of The Legacy North Owners Association, executed the within and foregoing Bylaws.

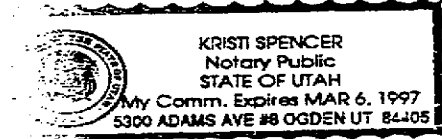
Kristi Spencer

NOTARY PUBLIC
Residing at:

D.N. Ogden

My Commission Expires:

3-6-97



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 1 day of July, 1996, personally appeared before me ROY L. HUGGARD, who being by me duly sworn on oath, acknowledged to me that he, as a Trustee of The Legacy North Owners Association, executed the within and foregoing Bylaws.

Kristi Spencer

NOTARY PUBLIC
Residing at:

D.N. Ogden

My Commission Expires:

3-6-97

