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LEANN H KILTS, WEBER COUNTY RECORDER
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REC FOR: THE LEGACY NORTH OWNERS ASSOC



2022 AMENDED

DECLARATION

OF

COVENANTS,

CONDITIONS AND

RESTRICTIONS

FOR

THE LEGACY NORTH

OWNERS ASSOCIATION

Residence:

Please retain this copy at this residence

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**AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE LEGACY NORTH OWNERS ASSOCIATION**

This Amended Declaration of Covenants, Conditions and Restrictions (“Amended Declaration”) is made and executed this ___ day of _____ 2022, by The Legacy North Owners Association (“Association”) after having been voted upon and approved by the Owners of the Legacy North Subdivision.

RECITALS

WHEREAS it is the desire of the lot owners of the Legacy North 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; and
- E. Have Covenants, Conditions and Restrictions that are in one place and easily understood by all Owners.

NOW THEREFORE, the Owners of Legacy North hereby amend the prior Declaration and any amendments that are recorded against the real property known as the Legacy North Planned Residential Unit Development Subdivision and located in Weber County, Utah, more fully described in Article 2. All prior Declarations and Amendments are superseded and replaced by this amendment. This amendment shall become effective upon recording.

DECLARATION

All of the Real Property described in Article 2 of this Declaration shall be held, used, occupied and conveyed subject to the provisions of this Declaration and to the covenants, conditions, restrictions and easements herein contained, all of which are for the purpose of protecting the value and desirability of the Real Property and the interests of Owners therein and related thereto and shall run with the Real Property and shall be binding upon all persons having

any right, title or interest in the Real Property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1 DEFINITIONS

The following words when used in this Declaration, unless the context otherwise specifies or requires, shall have the following meanings:

1.1 “Act” means the Community Association Act, Utah Code Annotated §§57-8a-101, et. seq.

1.2 “Assessment” means a charge imposed or levied by the association; on or against a Lot or Owner pursuant to a governing document recorded with the Weber County Recorder.

1.3 “Association” means The Legacy North Owners Association, a non-profit corporation of the Owners, its successors and assigns.

1.4 “Board of Trustees” or “Trustees” means the entity, regardless of name, with primary authority to manage the affairs of the Association. The Trustees are appointed or elected in accordance with this Declaration, the Articles of Incorporation and Bylaws of the Association.

1.5 “Bylaws” means the Bylaws of the Association, as they are amended from time to time.

1.6 “Common Areas” means all parts of the Property not included within the Lots, including all improvements other than public utilities now or hereafter constructed or located thereon.

1.7 “Common Expenses” means all sums which are assessed against and expended on behalf of all Owners and all sums which are required by the Association to perform or exercise its functions, duties or rights under this Declaration and such rules and regulations as the Association may from time to time make and adopt.

1.8 “Declaration” means this instrument and all modifications, amendments and/or supplements hereto made from time to time.

1.9 “Lease” or “Leasing” means regular exclusive occupancy of a lot by a person or persons other than the Owner and for which the Owner receives a consideration or benefit.

1.10 “Living Unit” or “Unit” means any structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence and which is complete

and ready for occupancy, together with all improvements located on the Lot which are used in conjunction with such residence.

1.11 “Lot” means any of the separately numbered parcels of land shown on the Plats, comprising all phases of the Legacy North Subdivision.

1.12 “Manager” means the person or entity, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Property.

1.13 “Member” means any person or entity who holds membership in the Association.

1.14 “Owner” means the owner of record of an interest in any Lot.

1.15 “Plat” or “Plats” shall mean and refer to the subdivision plats of Legacy North Subdivision, including all phases that are filed for record in the office of the Weber County Recorder, as the same may be amended from time to time.

1.16 “Project” means all of the Property as defined below, together with all buildings and other improvements now or hereafter located thereon.

1.17 “Property” means all of the land, including all Lots and Common Areas, contained within Legacy North, together with all rights and interests appurtenant thereto.

1.18 “Record, Recorded and Recordation” means with respect to any document the recordation or filing of such document in the records of the Weber County Recorder.

ARTICLE 2 PROPERTY DESCRIPTION

The Property which is and shall be held, occupied, sold, leased, transferred and conveyed subject to the provisions of this Declaration consists of the following-described tracts of real property situated in North Ogden City, Weber County, State of Utah:

ALL OF LOTS 1 THROUGH 19, LEGACY NORTH PHASE NO. 1 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Parcel ID 18-075-0001 through 18-075-0019)

ALL OF LOTS 20 THROUGH 41, LEGACY NORTH PHASE NO. 2 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Parcel ID 18-076-0001 through 18-076-0022)

ALL OF LOTS 42 THROUGH 63, LEGACY NORTH PHASE NO. 3 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Parcel ID 18-080-0001 through 18-080-0022)

ALL OF LOTS 64 THROUGH 80, LEGACY NORTH PHASE NO. 4, WEBER COUNTY, UTAH. (Parcel 18-147-0001 through 18-147-0018)

**ARTICLE 3
SUBMISSION TO THE ACT**

The Property is hereby submitted to the provisions of the Act, subject to the covenants, conditions and restrictions herein contained, and subject to all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident hereto; all instruments of record which affect the same or any portion thereof, including, without limitations, any Mortgages; all easements and rights-of-way; any encroachments, or boundary discrepancies, an easement, which is hereby created, for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the Real Property at such time as construction of all Project improvements is complete, and for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

**ARTICLE 4
ASSOCIATION MEMBERSHIP AND VOTING**

4.1 Membership. Every Owner shall be a Member of the Association for as long as he/she is an Owner of a Lot in the subdivision. Membership shall begin automatically and immediately upon becoming an Owner, and shall terminate immediately and automatically upon ceasing to be an Owner. No person or entity other than an Owner may be a Member of the Association.

4.2 Voting Rights. Votes and voting shall be governed by the Bylaws of the Association.

4.3 Board of Trustees. The affairs of the Association shall be managed by a Board of Trustees. The number and qualifications of Trustees shall be as provided in the Bylaws of the Association.

4.4 Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Owners as Members of the Association set forth in this Declaration may and shall be amplified by provisions of the Bylaws of the Association, but in the event that any such provisions may be inconsistent with any provision of this Declaration, the provisions of this Declaration shall govern.

4.5 Notification of Association. Each Owner shall within ten (10) days of any sale, transfer or conveyance of any interest in the Owner's Lot notify the Association of such sale, transfer or conveyance.

ARTICLE 5
OWNERS' RIGHTS IN COMMON AREAS

5.1 Owners' Right of Use and Enjoyment. Every Owner shall have a non-exclusive right of use and enjoyment in and to the Common Areas, including without limitation, a non-exclusive right to use and enjoy the Private Roadways and Walkways shown on the Plat and included with the Common Areas for access, ingress and egress to and from the Lots. Such right shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Such right shall be subject to: the restrictions set forth in this Declaration and any rules and regulations adopted by the Association; the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility; the right of North Ogden City and any other government or quasi-governmental authority having jurisdiction over the Property to access the Common Areas for the purpose of providing any municipal or governmental service.

5.2 Delegation of Use. Any Owner may delegate, in accordance with this Declaration, his right and easement of use and enjoyment of the Common Areas to the members of his family, his guests or tenants who reside on the property, subject to the restrictions set forth in this Declaration and any rules and regulations adopted by the Association.

ARTICLE 6
EASEMENTS

6.1 Utilities and Mailbox Easements. If the Property or any improvement thereon is traversed or partially occupied by a permanent utility line or similar improvement (including but not limited to, lines, pipes, wires, conduit and other equipment for culinary or secondary water, sewer, storm water, gas, telephone, electricity, television cable or multiple mailboxes) a perpetual easement for such utility or improvement and for the maintenance, repair and replacement thereof shall exist. The Association shall have the right and power, without Member consent, to grant such rights of way and easements for public utilities over any part of the Common Areas as the Trustees may deem to be consistent with the intended uses of the Common Areas.

6.2 Easements for Maintenance & Repair. There is hereby granted to the Association, its officers, agents, and employees, an easement to access all of the Common Areas, Lots and Living Units from time to time during such reasonable hours as may be necessary or appropriate to perform the Association's obligations of maintenance and repair, to maintain any utilities, to prevent damage to the Common Areas or any other Living Unit or to perform any other function which the Association is obligated or permitted to perform under this Declaration, Articles of Incorporation, Bylaws or rules and regulations of the Association.

6.3 Easement for Encroachments. Each Lot and all Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings. A

valid easement for said encroachments and for the maintenance of the same, so long as such encroachments shall stand, shall and does exist.

ARTICLE 7 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

7.1 Common Areas. Subject to the rights and duties of the Owners as set forth in this Declaration, the Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement and upkeep of the Common Areas, including snow removal, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by North Ogden City, or other public agency, authority or utility.

7.2 Exterior Maintenance of Lots. In addition to maintenance of 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 as follows: The Association shall provide and be responsible for the timing/maintenance of sprinklers, mowing, and cutting of all lawns as needed. The Association shall not provide nor be responsible for maintenance and upkeep 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 within the area that lies between the boundaries of the Lot and 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 of 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 this Declaration with respect to Annual and Special Assessments.

7.3 Labor and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as the services of such other personnel, including independent contractors, as the Association shall determine to be necessary or desirable for the proper operation of the Association. The Association may undertake or contract for any lawful activity, function or service for the benefit of the Owners. The Association shall obtain from any governmental authority any licenses necessary or appropriate to carry out its functions hereunder. The activities, functions or services undertaken or contracted for by the Association shall include, without limitation, the providing of legal and accounting services necessary or desirable in connection with the enforcement of this Declaration; the granting or conveying of easements or rights of way over, across, along or under any real

property of the Association; and the enforcement of all rights granted to the Association in any lease, sublease, easement or other instrument.

7.4 Trash Collection and Other Public Services. During any period of time when the Property or the Lots shall be ineligible to receive trash collection, street lighting, or other municipal or public services from North Ogden City or such other governmental authority as may then be responsible for providing such public services in the area of the Property, the Association shall provide such trash collection, street lighting and other public services upon the Property and to the Lots and the Owners thereof as the Trustees may deem necessary or appropriate.

7.5 Rules and Regulations. The Association, through the Board of Trustees, may make, amend, repeal and enforce reasonable rules and regulations governing the use of the Property, consistent with the rights, reservations and obligations established by this Declaration and the Bylaws. The Association shall furnish each Owner with a written copy of the Rules and Regulations adopted pursuant to this Section; however, failure to furnish said copy shall not be deemed to invalidate such rules or regulations to any extent.

7.6 Enforcement. The Association shall have the right to impose sanctions for violations of this Declaration, the Bylaws, or duly adopted Rules and Regulations, which sanctions may include reasonable and appropriate monetary fines and suspension of the right to vote and the right to use any Common Areas. In addition, the Association shall have the right to exercise self-help to cure violations and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Lot in the event that such Owner is more than thirty days delinquent in paying any assessment or other charge due to the Association. The Board of Trustees shall also have the power to seek relief in any court for violations or to abate nuisances, including recovery for damages, to the extent permitted by law.

No Guest shall violate the rules and regulations adopted from time to time by the Association whether relating to the use of Lots, the use of Common Areas, or otherwise, and violations of the rules and regulations by any Owner's Guests shall be treated as a violation by such Owner and shall be enforceable in accordance with the provisions of this Declaration.

7.7 Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

ARTICLE 8 RIGHTS AND OBLIGATIONS OF OWNERS

8.1 Owner Maintenance of Living Units and Exterior of Lots. Each Owner shall keep the Lot owned by him, and all improvements thereon, in good order and repair and free of debris, all in a manner consistent with good property management, and so as not to detract from the

appearance of the Property or to adversely affect the value or use of any other Lot or Living Unit. Without limiting the generality of the foregoing, in the event of damage or destruction of any of the improvements on any Lot by fire or other casualty, it shall be the obligation of the Owner or Owners of such Lot to promptly repair or rebuild the damaged or destroyed portions of the exterior of the Living Unit and improvements on the Lot (including, but not limited to, fences and sprinkling systems) in a good and workmanlike manner and substantially in accordance with the original plans and specifications for said property subject only to such changes and modifications as may be approved by the Architectural Control Committee pursuant to this Declaration.

In the event the Owner of any Lot shall fail to maintain the premises and the improvements, the Association shall provide written notice to such Owner specifying the deficiencies in maintenance required of such Owner hereunder. In the event that such Owner fails to commence appropriate action to correct such deficiencies within thirty (30) days after such notice and to diligently pursue the same to completion, the Association shall have the right to enter upon the Lot to repair, maintain and restore the Lot and the improvements thereon and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner's obligation to reimburse the Association for all costs related to such correction, repair or restoration shall be secured by a lien against the Owner's Lot in the same manner as provided in this Declaration with respect to Annual and Special Assessments.

ARTICLE IX INSURANCE

9.1 Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times a comprehensive liability insurance coverage in such amounts and in such forms as the Association deems advisable to provide adequate protection for the Association, its Board of Trustees, the Manager if any, agents and employees of the Association and the Members against liability for personal injury, death and property damage arising from or incident to the ownership, operation, management, maintenance, repair, use, and other functions related to the Common Areas, snow removal or other exterior maintenance to be performed on the Lots by the Association. Said policy or policies of insurance shall provide a cross-liability endorsement pursuant to which the rights of the named insureds among themselves are not prejudiced.

All such insurance shall be obtained from responsible companies duly authorized to do insurance business in the State of Utah. All such insurance shall name as insureds the Association, the Board of Trustees, and all of their officers, directors, employees and agents. All such insurance shall protect each of the insureds as if each were separately insured under separate policies. To the extent reasonably practicable, such insurance shall: (i) provide for a waiver of subrogation by the insurer as to claims against the Association, the Board of Trustees, and any of their officers, directors, employees and agents, and against each Owner and each Owner's employees and Guests; (ii) provide that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of the Association, the Board of Trustees, or any of their officers, directors, employees or agents, or of any Owner or such Owner's employees or Guests; (iii) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or mortgagee and that the insurance policy shall not be brought into contribution with

insurance maintained by any Owner or mortgagee; (iv) contain a standard mortgage clause endorsement in favor of the mortgagee of any part of the Common Areas and Association Property except a mortgagee who is covered by other and separate insurance; and (v) provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least sixty (60) days' prior written notice to the Association and to each mortgagee covered by any standard mortgage clause endorsement. Any insurance policy may contain such deductible provisions as the Board of Trustees deems consistent with good business practice.

The cost and expense of all insurance obtained by the Association, except insurance obtained at the request of an Owner specifically benefitting any particular Owner or group of Owners, shall be an expense of the Association.

9.2 Fire and Casualty Insurance. In the event that the Common Areas shall include any buildings, structures, recreational facilities or other insurable improvements having an aggregate value in excess of One Thousand Dollars (\$1,000), the Association shall obtain and keep in full force and effect at all times a policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full replacement value of all insurance improvements comprising part of the Common Areas. The insured under any such policy shall be the Association.

9.3 Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

9.4 Fidelity Insurance or Bond. The Association may purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of officers, agents or employees, destruction or disappearance of money or securities, and forgery.

9.5 Officers and Directors Liability Insurance. The Association may purchase and maintain insurance on behalf of any person who is a member of the Board of Trustees of other officer, director, agent or employee of the Association in such forms and amounts as the Association may deem necessary or appropriate in accordance with its Bylaws to protect any such person against liability asserted against him or incurred by him in any such capacity or arising out of his status as such.

9.6 Insurance by Owners. Each Owner of a Lot shall be required at his own cost and expense to obtain, and at all times maintain, in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit located on such Owner's Lot in an amount equal to its full replacement value. Each Owner shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance, and each such policy shall provide that it will not be canceled or terminated by the insurance company without giving the Association at least ten (10) days advance written notice of such cancellation or termination.

Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, the Manager if any, and the agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of

subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty in accordance with this Section.

In the event that any Owner fails to obtain and maintain the insurance required by this Section or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and 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 any such insurance shall be secured by a lien upon the Owner's Lot in the same manner provided in this Declaration with respect to Annual and Special Assessments.

9.7 Receipt and Application of Insurance Proceeds. Except as some particular Person has a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries shall be paid to and received by the Association. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners or their Mortgagees.

9.8 Owner-Increased Premiums. In the event that, as a consequence of the hazardous use of any Lot or Living Unit, or of any Owner-installed improvements upon any Lot, the premiums of any policy of insurance purchased by the Association are increased, or a special policy is required, the cost of such increase or specific policy shall be payable by the Owner of such Lot.

ARTICLE 10 ASSESSMENTS

10.1 Assessments. Each Owner, or multiple Owners jointly and severally, shall be obligated to pay to the Association all annual or special assessments. Such assessments shall be fixed, established, levied and collected from time to time as hereinafter provided. No Owner may exempt himself or his Lot from liability from payment of the assessments or diminish the amount of such liability by waiver or non-use of his rights concerning the Common Areas or of services and amenities provided by the Association or by abandonment of his Lot.

10.2 Purpose of Assessments. The assessments levied by the Association hereunder shall be used exclusively to promote the health, safety, and welfare of the residents of the Property; to operate, maintain and improve the Common Areas; to provide snow removal and other exterior maintenance of the Lots as herein provided; and to perform other functions the Association is obligated or permitted to perform under this Declaration. Without limiting the generality of the foregoing provisions of this Section, the uses made by the Association of assessments collected may include, among other things, payment of the following: expenses of management, including fees for a Manager if any; taxes and special assessments; all insurance that the Association is required or permitted to maintain hereunder; wages and related expenses for the services of such personnel as the Association may determine to be necessary or desirable for the proper performance of its functions whether such personnel are furnished or employed directly by the

Association or by any person or entity with whom it contracts; legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration; water, sewer, electricity, garbage collection, street lighting, snow removal and other necessary or desirable utilities or public services for the Common Areas or for the common use and benefit of the Owners; any deficit remaining from a previous period; creation of a reasonable contingency, reserve, surplus and/or sinking fund; all goods and services procured by the Association in performing its responsibilities for maintenance of the Common Areas and the exterior of the Lots; and any other expenses necessary or desirable to enable the Association to perform or fulfill its obligations, purposes, or functions under this Declaration or its Articles of Incorporation.

10.3 Annual Assessments. Annual assessments shall be determined and levied by the Association against each and every Lot as follows:

- (a) Maximum Annual Assessments. The Association may fix the annual assessment at an amount not in excess of the maximum provided in this Subsection.
 - (i) The maximum annual assessment which may be assessed without vote of the membership shall be an amount equal to ten percent (10%) above the annual assessment for the previous year.
 - (ii) The annual assessment may be increased to an amount which exceeds ten percent (10%) above the annual assessment for the previous year only if such increase is assented to by sixty percent (60%) of the votes of all Members present, in person or by proxy, at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.
- (b) Proposed Annual Budget. Annual assessments shall be made on the basis of the fiscal year of the Association as the same may be established from time to time pursuant to the Articles of Incorporation and Bylaws of the Association. As to each respective fiscal year or period, the Association shall prepare a proposed annual budget based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas and the exterior portions of the Lots and performance by the Association of its other obligations hereunder, including payments of any deficit remaining from a previous period and the creation of a reserve or contingency fund in such sum as the Association may deem necessary or prudent to provide an adequate reserve for maintenance, repairs and replacements that must be performed or provided on a periodic basis and for other expenses or liabilities thereafter to accrue, although not payable in that fiscal year.
- (c) Notice and Hearing. The Association shall give written notice of the proposed annual budget to each Owner and shall thereafter hold a hearing with the Owners in connection with and to consider said proposed annual budget. The said notice of the proposed annual budget shall set forth the date, time, and place for the hearing, which shall be

held not more than thirty (30) or less than ten (10) days after mailing of such notice to the Owners.

- (d) Final Annual Budget. The Association shall, after due consideration of the results of the hearing on the proposed annual budget, prepare a final annual budget for the following fiscal year or period. The total amount of said final annual budget shall be divided among all the Lots at the rates specified below. The portion of the final annual budget so allocated to each Lot shall be levied against and assessed to such Lot as the annual assessment for the fiscal year or period to which such assessment relates. Annual assessments shall be due and payable in monthly, quarterly, semiannual or annual installments, as determined from time to time by the Association.
- (e) Notice of Annual Assessment. Not less than fifteen (15) days before the beginning of each fiscal year or period, the Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Lot of the subject fiscal year or period, setting forth the total amount of such assessment and the date or dates on which the same or installments thereof are due and payable. However, failure of the Association to give timely notice of any annual assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

10.4 Special Assessments. In addition to the annual assessments provided for above, the Association may levy special assessments for the purpose of defraying, in whole or in part: any expense or expenses not reasonably capable of being fully paid with funds generated by annual assessments; or the cost of any construction, reconstruction or unexpectedly required repair or replacement of an improvement or of personal property in the Common Areas or of any improvement to the exterior of the Lots which is required to be maintained by the Association. Any such special assessment must be assented to by sixty percent (60%) of the votes of the Members present, in person or by proxy, which are cast at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Any special assessments levied hereunder shall be divided among and assessed to the Lots in accordance with the rates specified below and shall be payable over such periods and on such terms as the Association may determine. The Association shall give written notice to each Owner as to the amount of any special assessment against his Lot, setting forth the total amount of such assessment and the date or dates on which the same or installments thereof are due and payable. No special assessment or installment thereof shall be due and payable less than fifteen (15) days after the mailing or hand delivery of notice thereof to the Owners.

10.5 Quorum Requirements. The quorum required for any action authorized by Section 10.03 or 10.04 above shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements of the Sections 10.03 and 10.04) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

10.6 Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots. Notwithstanding any contrary provisions of this Declaration, this Section shall not be amended unless the Owners of all Lots in the Property unanimously consent and agree to such amendment by instruments duly recorded at the Weber County Recorder's Office.

10.7 Time for Payments; Interest. The amount of any Assessment, charge, or other amount payable with respect to any Owner or such Owner's Guests or Lot shall become due and payable as specified by the Board of Trustees and any unpaid amount shall bear interest at a rate specified by the Board of Trustees but in no event greater than the maximum amount permitted by law from the date due and payable until paid.

10.8 Lien for Assessments and Other Amounts. If an Owner does not pay in full any Assessment, charge or other amount or any installment thereof or any interest accrued thereon and costs of collection when due, shall be secured by a lien on such Lot in favor of the Association. To further evidence such liens for sums assessed pursuant to this Article, the Association may, but shall not be obligated to, prepared a written notice of lien that may be recorded in the Weber County Recorder's Office. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Utah. In any such foreclosure, the Owner of the Lot involved shall be required to pay all costs and expenses incurred by the Association in such proceeding, including court costs and reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such obligations.

10.9 Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement setting forth any unpaid amounts of prior annual and special assessments against such Lot, the amount of the current annual assessment against such Lot and the due date or due dates thereof, the amount of any obligations for reimbursement of the Association owing by the Owner of such Lot, and any credits or pre-paid items with respect to such Lot. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

10.10 Liability of Owners. The amount of any Assessment or charge owing to the Association by any Owner under this Declaration shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. In the event of any suit to recover a money judgment for unpaid assessments, the involved Owner(s) shall pay all costs and expenses incurred by the Association in connection therewith, including court costs and reasonable attorney's fees.

10.11 Liability of Purchasers. Subject to the provisions of Section 10.9 and Article 13, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice such purchaser's right to recover from such seller the amount paid by the purchaser for such assessments.

10.12 Failure to Assess. The omission or failure of the Board of Trustees to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which Assessments were made, if any, until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Board of Trustees.

ARTICLE 11 ARCHITECTURAL CONTROL

11.1 Architectural Control Committee. The Board of Trustees of the Association shall appoint a three-member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the Property harmonize with existing surroundings and structures. The Architectural Control Committee need not be composed of Owners. If such a Committee is not appointed, the Board of Trustees itself shall perform the duties required of the Architectural Control Committee.

11.2 Submission to Committee. No Living Unit, accessory or addition, or other improvement of a Lot which is visible from the Common Areas shall be constructed and maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee.

11.3 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural Control Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures.

11.4 Approval Procedure. Any plans and specifications submitted to the Architectural Control Committee specifications submitted to the Architectural Control Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

11.5 Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural Control Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the Lots in the vicinity of the activity.

11.6 No Liability for Damages. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article.

11.7 Exception for Association. The foregoing provisions of this Article shall not apply to any exterior maintenance, repair or replacement of the Lots which is accomplished by the Association.

ARTICLE 12 USE RESTRICTIONS

12.1 Residential Uses Only. Each Lot and Living Unit is restricted to single family residential purposes. No Lot or Living Unit shall be used for business or commercial activity; provided, however, that nothing contained herein shall be deemed to prevent any Owner from leasing his Lot and Living Unit on a long-term basis, subject to all the provisions of this Declaration. No short-term rentals of a Lot or Living Unit shall be allowed.

12.2 No Businesses. Inasmuch as the Legacy North PUD is a residential community where neighbors live in close proximity to each other, no business of any kind shall be established, conducted, permitted, operated, or maintained at Legacy North, unless 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 and the following general requirements for home occupation licenses:

- (a) Customers, patrons, guests, clients or individuals may come to the residence for business activity on a very limited scale and no more than one person at a time;
 - (b) No products may be sold or delivered from the residence;
 - (c) Only services such as consulting, tax preparation, computer or Internet businesses may be provided at the residence, as limited by North Ogden City ordinance;
 - (d) Any vehicles used in the business must comply with the Association parking rules;
 - (e) No delivery vehicles may come to the residence for business purposes with the exception of a UPS or Federal Express type delivery service;
 - (f) No business activities may be conducted between the hours of 10:00 p.m. and 8:00 a.m.;
- and
- (g) No short-term rentals of a Lot or Living Unit shall be allowed.

12.3 Housing for Older Persons. The Property is designed and intended to provide housing opportunities for older persons and is located near significant facilities and services designated to meet their physical and social needs. Residents of each Living Unit shall be restricted and limited to at least one resident being fifty-five (55) years of age or older. No more than two (2) persons may occupy each Living Unit unless all such persons are a family and are related by blood, marriage, or adoption, and then no more than four (4) such persons may so occupy each Living Unit. A person shall be deemed a resident for purposes of this section when residing in a Living Unit for a period of fourteen (14) days in any thirty (30) day period. Renters are considered to be residents and are subject to the restrictions contained in this Section except that no more than two (2) renters shall occupy a Living Unit at one time, without written consent of the Association.

12.4 Reasonable Accommodation. Individuals residing in a Living 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.

12.5 Tenants. All leases of Units shall be in writing and shall incorporate by reference 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 Trustees so the tenants may be contacted in the case of an emergency. All tenants and the leases they sign shall be subject in all respects to the provisions of the Declaration, Bylaws, Rules and Regulations of the Association. Failure of a tenant to comply with the terms of Association documents shall be a default under the lease or tenancy. The Board of Trustees may maintain an action, separate and apart of the Owner, for eviction, injunction, and/or damages against a tenant who is in violation of the Declaration, Bylaws, Rules or Regulations, or who violates North Ogden City ordinances or Utah State laws that affect the peace, quiet or comfortable enjoyment of residents living at the Project.

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 an Owner and a tenant), if the Unit Owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the Board of Trustees may institute eviction proceedings after providing notice to the Owner and to the 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.

12.6 Guests and Visitors. 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.

12.7 Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or Common Area, except usual and ordinary dogs (not exceeding 45 pounds), cats, fish, birds and other household pets may be kept on Lots, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association may determine that a reasonable number in any instance may be more or less.

The Association, acting through the Board of Trustees of Trustee, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Trustees, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be either kept within an enclosure, an enclosed patio, staked on a lead or leash, or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Control Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Association or a person designated by it to do so, to an animal shelter.

Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of his family, or by tenants or invitees. It shall be the duty of each Owner to clean up after any such animal which uses any portion of the Common Area.

12.8 Parking. One (1) parking pad is designated for each Living Unit and is large enough to accommodate two (2) parked automobiles. No vehicles (including boats, trailers or motor homes) should be parked on the pad or any other part of the Property if such vehicles are not capable of being parked in their Owner's garage. All vehicles shall be parked in their Owner's garage when not in the process of being used or in imminent use. The parking pads in the front of Living Units are intended to be used only for visitor and not permanent parking. Additional temporary parking for visitors may be had on the adjacent Private Roadways but shall be subject to rules and regulations adopted by the Association under this Declaration.

12.9 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and fire pits in patios or courtyards designed in such a manner that they do not create a fire hazard and approved by the Architectural Control Committee. No clothing or household fabrics shall be hung, dried or aired in such a way on the Property as to be visible to other property and no lumber, grass, shrub or tree clippings or plant water, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property.

12.10 Temporary Buildings. No outbuilding, tent, shack, shed or other temporary building or improvements of any kind shall be placed upon any portion of the Property either temporarily or permanently. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence on the Property, either temporarily or permanently.

12.11 Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Lot or Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Property and the Association shall have the right to determine, in accordance with the Bylaws, if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner in the Property shall be located, used or placed on any portion of the Property, or exposed to the view of other Owners without the prior written approval of the Association.

12.12 Signs. No sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Lot, without the prior written consent of the Association, except one sign for each Living Unit of not more than three (3) feet by two (2) feet, advertising the property for sale or rent.

12.13 Planting and Gardening. No planting or gardening shall be done, and no fence, hedge or wall shall be erected or maintained upon any Lot except as are installed in accordance with the original construction or as approved by the Association; provided, however, that each Lot may contain in the rear portion of the lot a plot maintained by the Owner for the planting of varieties of flowers and garden produce of the Owner's choosing, such plot not to exceed in size the dimensions of six (6) feet by twelve (12) feet and such flowers and garden produce not to exceed three (3) feet in height at maturity. The exact size and location of such a plot shall be approved before installation by the Architectural Control Committee.

12.14 Exterior Apparatus and Antennae. No radio or shortwave transmission shall occur from any Lot and no exterior radio or television antenna or other antenna or satellite dish may be erected or maintained unless approved by the Architectural Control Committee.

12.15 Prohibition of Damage and Certain Activities. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any guest of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste of the Common Areas caused by such Owner, his family, guests, tenants or invitees. No Lot or Living Unit shall be used, occupied or altered in violation of the law, so as to jeopardize or cause a hazard to any person or other property, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in cancellation or increase in the cost of any insurance which the Association or any other Owner is required to maintain under this Declaration.

12.16 Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots nor shall any Lot or fractional portion thereof be sold or conveyed so as to be held in divided ownership; provided that this section shall not be interpreted or construed to prohibit deeds of correction, deeds to resolve boundary disputes or similar corrective instruments, or to prohibit the creation of conveyance of easements and rights of way consistent with the provisions of the Declaration.

ARTICLE 13 MORTGAGEE PROTECTION

13.1 Notice of Owners' Default. From and after the time a Mortgagee makes a written request to the Association, the Association shall notify such Mortgagee in writing in the event that the Owner of the Lot encumbered by the Mortgage fails to perform any of his obligations under this Declaration for a period of thirty (30) or more days.

13.2 Subordination of Assessment Liens to Mortgages. The lien on a Lot for unpaid assessments, or for obligations owing to the Association by the Owner, shall be subordinate to the

Mortgage affecting such Lot, and the Mortgagee thereunder which comes into possession of the Lot shall take the same free of such lien for unpaid assessments, but only to the extent of assessments which accrue prior to foreclosure of the Mortgage, exercise of a power of sale, or deed or assignment in lieu of foreclosure.

13.3 Right of Mortgagees to Examine Association Records. Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association.

13.4 Advances by Mortgagees. In the event any taxes on the Common Areas are not timely paid, or in the event required fire, casualty, and extended coverage insurance on the Common Areas is not maintained or the premiums therefor are not paid when due, any Mortgagee or any combination of Mortgagees may, jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Association, together with interest thereon from the date of expenditure at the rate of ten percent (10%) per annum.

ARTICLE 14 VIOLATIONS AND FINES

14.1 Authorization. The Board of Trustees is authorized to assess a fine against Owners who violate provisions in this Declaration, the Bylaws or the Association's Rules and Regulations. The assessment of a fine shall be in accordance with the provision of this Amended Declaration and the Rules and Regulations adopted by the Board of Trustees.

14.2 Written Notice of Violation. Before assessing a fine, the Board of Trustees must give a written notice of the violation to the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall contain a description of the provision, Bylaw, Rule or Regulation that has been violated and the manner in which the Bylaw, Rule or Regulation has been violated. If a violation is temporarily cured or stopped but is repeated by the same Owner with one (1) year after the day on which the Board of Trustees gives the Owner the first written notice, the violation shall be deemed to be a continuing violation and the Board of Trustees shall not be required to serve another notice of violation upon the Owner but may rely upon the notice provided in the first written notice.

14.3 Time to Cure. In all instances, the violation must be cured within 48 hours of the written notice being delivered to the Owner or the Owner's agent, unless such time period is extended by the Board of Trustees for good cause. The member of the Board of Trustees or their agent that serves the written notice of violation on the Owner shall write on the notice of violation the date and time the notice of violation was served on the Owner and the date and time by which the violation must be cured. If an Owner repeats the violation more than 48 hours after receiving the written notice of violation but less than one (1) year after receiving the notice, the Owner shall be deemed to have not timely cured the violation.

14.4 Fine. If the violation is fully and completely cured within the time provided in the written notice of violation and is not repeated within one (1) year of the time the written notice is first served on the Owner, no fine may be assessed by the Board of Trustees. If the violation is not

fully cured within the time provided, the Board of Trustees shall, after confirming that the violation complained of has not been fully cured, impose a fine as provided in this Declaration, the Bylaws or Rules and Regulations. If the same violation is repeated more than 48 hours but less than one (1) year after the written notice of violation is first given, the Board of Trustees shall impose a fine as provided in this Declaration, the Bylaws, or the Rules and Regulations. The Owner shall receive a written notice of the fine from the Board of Trustees informing the Owner of the amount of the fine imposed.

14.5 Manner of Providing Notice of Violation and Fine. The notice of a violation of the Declaration, a Bylaw or the Rules and Regulations of the Association and the notice of a fine imposed by the Board of Trustees may be provided to the Owner in any one or more of the following ways:

- (a) Delivering a copy to the Owner personally; or
- (b) Sending a copy through certified or registered mail, addressed to the Owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation; or
- (c) Doing both of the following: (1) leaving a copy with a person of suitable age and discretion at the Lot; and (2) mailing a copy to the Owner at the Owner's regular mailing address; or
- (d) Affixing a copy in a conspicuous place on the Lot since a person of suitable age or discretion could not be found; or
- (e) If the person committing the violation is a tenant of the Owner, by (1) personally delivering a copy to the tenant living at the Lot or affixing a copy in a conspicuous place on the Lot if a person of suitable age or discretion could not be found, and by (2) mailing a copy to the Owner at the address provided by the Owner to the Association.

14.6 Non-Owner Occupied Lots: Renter & Guests. In cases where the Lot is not occupied by the Owner and the violation of the Bylaw or Rules and Regulations is committed by a guest or resident of the Lot, the Owner shall be responsible for the failure of the resident to cure violations of the Bylaws or Rules and Regulations. For purposes of the lease between the Owner and the resident of the Lot, the provisions of this Amended Declaration shall be incorporated by reference into the terms of the lease and the Owner may collect from the resident of the Lot any fines the Owner becomes obligated to pay by virtue of the resident's actions. The Owner shall be responsible for bringing a separate action to collect any such fines from the tenant.

Residents (defined as tenants, guests of tenants, and any person who temporarily or permanently lives in a Lot) are subject to the Bylaws and Rules and Regulations adopted by the Association. Owners are ultimately responsible for the activities of residents who reside in, visit, or in any manner use their Lot and the Common Area. Any fine assessed against a resident will be the responsibility of the Owner of the Lot in which the resident resides or is a guest. Because residents are subject to the provisions of the Bylaws and Rules and Regulations, residents are also subject to fines in the same manner as an Owner. Any fine assessed against a resident may be collected by the Owner from the resident. If a resident violates a Bylaw or Rule or Regulations, both the resident and the Owner shall be served a notice of violation as provided above. It shall be the responsibility of the Owner to see that the resident cures the violation within the time allotted.

Failure of the Owner to have the resident timely cure the violation shall subject the Owner to the fine as provided herein as if the Owner committed the violation.

14.7 Board Action. Any action by the Board of Trustees involving a notice of violation or a notice of fine may be taken by any officer of the Board of Trustees if so authorized or ratified by a quorum of the Board of Trustees, consisting of 50% or more of the Board of Trustees present at a meeting either in person or by telephone conference, or if not present at a meeting, members consenting to the action after conferring with other members of the Board of Trustees.

14.8 Violations For Which a Fine May Be Assessed. A fine may be assessed for the violation of a provision in this Declaration, the Bylaws, or the Rules and Regulations. The Rules and Regulations may be modified by the Board of Trustees pursuant to their power to enact rules governing conduct within the project as contained in this Declaration. Only those violations of this Declaration and the Rules and Regulations adopted by the Board of Trustees are the offenses which are subject to a fine.

14.9 Continuous Violations. Each day (24-hour period) during which a violation of the Declaration, the Bylaws or the Rules and Regulations of the Association continues after the time period for cure required by the notice of violation, constitutes a separate violation and is subject to a fine. A violation which is temporarily cured within the time period required in the notice of violation, but which is violated again within one (1) year after the original notice of violation was served, is deemed to be a continuous violation for which another notice of violation is not required to be served. A violation that the Owner allows to continue for ten (10) days or longer after the day on which the Board of Trustees assesses the fine is deemed to be a continuous violation for which another notice of violation is not required to be served.

14.10 Amount of Fines. The amount of a fine for a violation of a provision in this Declaration, the Bylaws or the Rules and Regulations of the Association shall be in the amount determined by the Board of Trustees, but in no case shall a single fine exceed \$500.00. A cumulative fine, which is assessed for repeated or continuous violations, may not exceed \$500.00 per month.

14.11 Late Fees. Fines not paid within ten (10) days shall accrue interest at the rate of 1% per month and a late fee of \$25.00. An additional late fee shall be assessed for each and every thirty (30) day period the fine remains unpaid after it is due. No interest or late fees may accrue until ten (10) days after a hearing (if requested by the Owner) has been conducted and a final decision has been rendered by the Board of Trustees.

14.12 Protesting the Fine. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within thirty (3) days from the date the fine is assessed (which is the date written on the notice of fine). The Owner protesting the fine shall request the informal hearing by delivering a written request to any member of the Board of Trustees stating the grounds for the protest or dispute and setting forth in details the following:

- (a) The grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;

- (b) The facts relied upon by the protesting Owner with respect to the violation or non-violation of the Bylaw, Rules or Regulations;
- (c) The amount of the fine the Owner claims should be paid and the reasons supporting that claim; and
- (d) Any errors made by the Board of Trustees in calculating, assessing, or collecting the fine.

14.13 Informal Hearing. Within 21 days of receiving the written request for hearing, the Board of Trustees shall schedule an informal hearing at which time the requesting Owner will be given an opportunity to present evidence and witnesses supporting the Owner's position. No formal rules of evidence will be required, and the Board of Trustees can receive the evidence submitted by the requesting Owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting Owner, the Board of Trustees may also produce evidence supporting its decision to fine the Owner. However, the intent of the hearing is to listen to the violating Owner's explanations and not to have a trial. The Board of Trustees may terminate the hearing at any time if any individual present becomes unruly, inconsiderate, or rude.

14.14 Decision of the Board of Trustees. The Board of Trustees may, after the requesting Owner has had the opportunity at the hearing to present the evidence desired, may either:

- (a) Leave the amount of the fine as originally stated;
- (b) Reduce the fine to an amount agreed upon by a majority of the Board of Trustees present at the hearing;
- (c) Reduce the fine to an amount agreed to by the offending Owner with the agreement that the offending Owner will pay the fine within ten (10) days and not appeal the fine to district court;
- (d) Suspend all or a portion of the fine conditioned on the Owner not repeating the violation for 180 days; or
- (e) Forgive the fine.

14.15 Appeals. An Owner may appeal a fine by initiating a civil action within 180 days after:

- (a) A hearing has been held and a final decision has been rendered by the Board of Trustees; or
- (b) The time to request an informal hearing has expired without the Owner making such a request.

14.16 Lien. A fine assessed against an Owner that remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of assessments under UCA §57-8-20.

14.17 Promulgation of Additional Rules and Fines. The Board of Trustees is authorized to adopt and to amend the administrative Rules and Regulations as may be necessary or desirable to insure the property is maintained and used in a manner consistent with the interests of the Owners, to protect and enhance the quality of life in the Association, to protect the property values of the

Lots, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the annoyance, disturbance and nuisance of others. The method by which the Board of Trustees may adopt new rules shall be as follows:

- (a) New rules shall be adopted at a regular or special meeting of the Board of Trustees. The rule shall be in writing and voted on and approved by a majority of the members of the Board of Trustees. If the violation of the new rule shall have a fine associated with it, the amount of the fine shall be stated in the rule.
- (b) Prior to the new rule becoming enforceable, the Board of Trustees shall cause to be delivered, personally or by regular U.S. mail, a copy of the new rule to each Owner. If an Owner is not living on his Lot, the Board of Trustees shall cause to be posted on the door of the Lot a copy of the new rule. The new rule shall become enforceable five (5) days from the day it is mailed to each Owner or posted on the door of an absentee Owner.
- (c) Rules adopted in this manner shall deal only with the health, safety or welfare of residents or property. Rules adopted by the Board of Trustees may also be used to clarify provisions in the Declaration, Bylaws, or Rules and Regulations, or to change the amount of a fine associated with the violation of the rule.
- (d) Rules adopted by the Board of Trustees shall have the same force and effect as rules contained in the Declaration, the Bylaws, or other administrative Rules and Regulations adopted by the Association, including the power to collect fines from those who violate these rules.

ARTICLE 15 VARIANCE

15.1 Variance. Requests for any variance from any provisions of this Declaration, or community Rules and Regulations, must be submitted to the Board of Trustees in writing stating the article number and purpose why a variance is being requested. The request will be reviewed and approved/disapproved by the Board of Trustees. The decision will be returned to the member who submitted the request in writing.

15.2 Applicable Only to Applicant. The grant of a variance is only applicable to the applicant and does not run with the land.

ARTICLE 16 REINVESTMENT FEE

16.1 Reinvestment Fee. The Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be \$350.00. The Reinvestment Fee shall be paid by the purchaser of a unit whenever a unit is sold, transferred, or conveyed to a new owner.

ARTICLE 17 GENERAL PROVISIONS

17.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders.

The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, limit, or otherwise affect the content, meaning, or intent of this Declaration or any Article, Section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof. Failure to enforce any provision, covenant, condition, or restriction of this Declaration shall not operate as a waiver of any such provision, covenant, condition, or restriction or any other provision, covenant, condition, or restriction.

In the event of a conflict between the provisions of this Amendment and any provision the Bylaws or any provision in prior recorded Declarations, amendments, or supplements; this Amendment shall control.

17.2 Enforcement. In any legal action brought by the Board of Trustees 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 of Trustees 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 of Trustees shall collect any and all attorney fees from the Unit owner, tenant, lessee or lessor, jointly and severally, whether or not they see judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceedings. 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 of Trustees shall give approval before there is any action taken under this paragraph.

17.3 Registration of Mailing Address. Each Owner shall register with the Association from time to time his current mailing address. All notices and demands intended to be given to or served upon any Owner may be hand delivered or sent by first-class U.S. mail, postage prepaid, and addressed to the Owner at his registered mailing address or, if no address has been registered, to the Owner at the address of his Lot.

All notices and demands intended to be given to or served upon the Association may be

sent by first-class U.S. mail, postage prepaid, and addressed to the Association at the address of its registered agent as the same may be established from time to time in the corporation records of the State of Utah, or to the Association at such other address as the Association may from time to time designate by written notice to the Owners. Any notice or demand referred to in this Declaration or in the Rules and Regulations promulgated hereunder by the Association shall be deemed to have been given or served when hand delivered or when deposited in the U.S. mail, first-class, postage prepaid, and addressed as provided in this Section.

17.4 Obligation of Owners. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling under contract his Lot. The Owner of a Lot shall have no obligation for assessments hereunder or other obligations hereunder (except interest and costs of collection with respect to prior obligations) accruing after he conveys such Lot. No Owner through non-use of Association Property, or by abandonment of his Lot or Living Unit, may avoid the burdens or obligations imposed on him by this Declaration.

17.5 Amendment. Except as otherwise provided herein, this Declaration may be amended only by an instrument duly executed and acknowledged by Members holding at least two-thirds (2/3) of the total votes in the Association.

17.6 Covenants to Run With the Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land and shall be binding upon and shall inure to the benefit of Lot Owner and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit shall comply with, and to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

17.7 Severability. 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.

17.8 Limited Liability. Neither the Association, the Board of Trustees, nor any member, agent, officer, or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

17.9 Effective Date. This Declaration and any amendment hereof shall take effect upon recording in the office of the Weber County Recorder, State of Utah, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

THE LEGACY NORTH OWNERS ASSOCIATION

By: Carl George Harper
Name
Title President of The Legacy North Owners Association

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On this 3rd day of March, 2022, before me personally appeared Carl George Harper, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Joyce Pierson
Notary Public, in and for said County and State
My commission expires: 2/24/2025

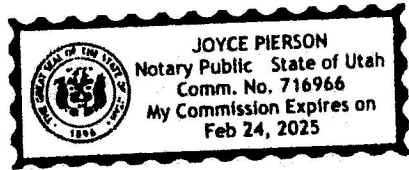


EXHIBIT "A"

MAINTENANCE

BUILDING EXTERIOR		HOA	OWNER
1	Maintain/repair/replace all parts and aspects of the building (residence) on the Lot		X
BUILDING INTERIOR			
2	Water damage to building due to an act of God or nature		X
3	Maintain/repair/replace all lights attached to exterior walls		X
4	Maintain gas and electricity connections from meters to residence		X
5	Maintain culinary water system from outside entry through foundation and throughout the residence, including outside faucets and hose bibs		X
6	Water damage resulting from sprinkler failures	X	
7	Maintain/repair/replace phone lines, TV cables, air conditioning, satellite dishes		X
8	Maintain/repair/replace all owners improvements, such as skylights, windows, attic vents, fans, heat tape, ornamental railings, and similar items		X
9	Repair any damage resulting from sewer backup		X
10	Repair crack or other damage to interior walls, floors, or ceilings caused by normal settling or any other cause		X
11	Repair damage resulting from static water or seepage of water from any underground source, except water from sprinkler failures		X
GROUNDS			
12	Maintain lawns	X	
13	Maintain/repair irrigation-secondary water lines and sprinkler system	X	
14	Maintain/repair common area (roads and sidewalks)	X	
15	Maintain/repair/pay power costs for streetlights	X	
16	Remove snow from walkways and driveways	X	
17	Pest infestations (rodents, insects, racoons, etc)		X
18	Flowers, trees, shrubs, garden plants, planted by owner inside border abutting dwelling (resident may add or remove)		X
19	Damage to residence or common area caused by contractor hired by an owner		X
20	Maintain/repair/replace patio covers and concrete patios and driveways		X

**2022 AMENDED BYLAWS
OF THE LEGACY NORTH SUBDIVISION
(A NONPROFIT CORPORATION)**

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

RECITALS

The Association's original Bylaws were executed and recorded on July 1, 1996 and have never been amended. These Amended Bylaws are meant to amend and replace the Original Bylaws.

These Bylaws are adopted in order complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and effectively provide the high quality living environment expected among The Legacy North Owners Association.

**ARTICLE 1
NAME AND PRINCIPAL**

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

1.2 Offices. The principal office of the Association shall be at The Legacy North Owners Association (hereinafter called the "Property"), situated upon the following described real property in Weber County, State of Utah:

ALL OF LOTS 1 THROUGH 19, LEGACY NORTH PHASE NO. 1 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Parcel ID 18-075-0001 through 18-075-0019)

ALL OF LOTS 20 THROUGH 41, LEGACY NORTH PHASE NO. 2 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Parcel ID 18-076-0001 through 18-076-0022)

ALL OF LOTS 42 THROUGH 63, LEGACY NORTH PHASE NO. 3 PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH. (Parcel ID 18-080-0001 through 18-080-0022)

ALL OF LOTS 64 THROUGH 80, LEGACY NORTH PHASE NO. 4, WEBER COUNTY, UTAH. (Parcel 18-147-0001 through 18-147-0018)

ARTICLE 2 DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration of Covenants, Conditions and Restrictions of Legacy North Subdivision, as the same may be amended from time to time (hereinafter called the "Declaration"), shall have such defined meanings when used in these Bylaws.

ARTICLE 3 MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held in February each year on a Saturday, for the purpose of electing Trustees and transacting such other business as may come before the meeting. 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.

3.2 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 of purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.3 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 Trustees. 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, the place of the meeting shall be at the principal office of the Association.

3.4 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 to be delivered, not more than fifty (50) and not 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.

3.5 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 Utah law, 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 (in person or by proxy) 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 Utah law, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum.

3.6 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.

3.7 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 pertaining 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 provision shall govern and control the determination of such question.

The election of Trustees shall be by 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.

3.8 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.

3.9 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 the Members entitled to vote with respect to the subject matter thereof.

ARTICLE 4 BOARD OF TRUSTEES

4.1 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 the powers of the Association, whether derived from law or the governing documents vested solely in the Members. It shall be the responsibility of the Board of Trustee 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, 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 fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period; and 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 Trustees 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.

4.2 Manager. The Board of Trustees with a unanimous vote 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.

4.3 Number, Tenure, and Qualifications. The number of Trustees of the Association shall be a minimum of three (3) or a maximum of nine (9). At each annual meeting of the Members, 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 must be Members of the Association.

4.4 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.

4.5 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.

4.6 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 as a Board, and individual Trustees shall have no powers as such.

4.7 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.

4.8 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 may be removed at any time, with 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.

4.9 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death or resignation of a Trustee, 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. 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 is signed by all the Trustees.

ARTICLE 5 OFFICERS

5.1 Number. The officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

5.2 Election, Tenure, and Qualification. 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 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, Secretary, and 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 Member of the Association.

5.3 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.

5.4 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, with or without cause.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 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 6 COMMITTEES

6.1 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.

6.2 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.

6.3 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 (2/3) 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.

6.4 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, with or without cause, remove any member of any committee designated by it hereunder.

6.5 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.

6.6 Informal Action by Committee. 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 is signed by all the members of such committee.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnification Third Party Actions. The Association shall have ether 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 reasons of the fact that he is or was a Trustee, officer, employee, or agent of the Association, or is or was serving at the requires of the Association as a director, trustee, officer, employee, or agent of the Association, or is or was serving at the requires of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceedings, 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 proceedings, had reasonable cause to believe that his conduct was unlawful.

7.2 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 or 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.

7.3 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 7.1 or 7.2 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 7.1 or 7.2 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 7.1 or 7.2 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.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceedings as contemplated in this Article may be paid by the Association in advance of the final vote or 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.

7.5 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.

7.6 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.

7.7 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 8 FISCAL YEAR AND SEAL

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

8.2 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 9 RULES AND REGULATIONS

9.1 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 10 AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, 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, of 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. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 11 MISCELLANEOUS

11.1 Notification by Mail, Website and Email. Any notice permitted or required under provision of the Restated Declaration or these Bylaws to be delivered by the Board from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

- (a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Association for the purpose of service of such notice or to the Unit of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Association.
- (b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners electronic addresses and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice via email, or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Unit Owner by mail.
- (c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Dwelling.

11.2 Electronic Voting. The Board may permit members to vote on all matters on

which members are permitted to vote by use of electronic ballots and may authorize any manner of electronic voting which permits the Board to verify that one vote received from each Lot or Unit that votes.

IN WITNESS WHEREOF, the undersigned Trustees of the Legacy North Owners Association, have hereunto set their hands this 3rd day of March, 2022.

Carl Harper
Carl Harper, Trustee

Leonard Looney
Leonard Looney, Trustee

Lynda Merrill
Lynda Merrill, Trustee

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On this 3rd day of March 2022, before me personally appeared Carl Harper, Leonard Looney and Lynda Merrill to me personally known or proved by satisfactory identification, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Joyce Pierson
Notary Public, in and for said County and State
My commission expires: 2/24/2025

