



Terra West Management Services  
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## BYLAWS

### OF

## LEGACY ESTATES OF ENOCH HOMEOWNERS ASSOCIATION, INC

(A Utah Nonprofit Corporation)

IRON COUNTY, UTAH

THESE BYLAWS OF LEGACY ESTATES OF ENOCH HOMEOWNERS ASSOCIATION, INC. ("Bylaws") are effective upon recording in the Iron County Recorder's Office pursuant to the Utah Community Association Act (U.C.A. 57-8a) and the Utah Revised Nonprofit Corporation Act (U.C.A. 16-6a).

### I. RECITALS

1. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, adopted by the Association prior to the date of these Bylaws.
2. These Bylaws are adopted in order to 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 economically provide a quality living environment.

### II. DEFINITIONS

1. **Articles** shall mean and refer to the Articles of Incorporation of Legacy Estates of Enoch Homeowners Association, Inc., a Utah nonprofit corporation.
2. **Association** shall mean and refer to the Legacy Estates of Enoch Homeowners Association, Inc., a Utah nonprofit corporation which was organized by the recording of the Declaration and filing of the Articles.
3. **Assessments** shall mean any charge imposed or levied by the Association against Lots including but not limited to those related to common area expenses as well as miscellaneous special assessments all as provided in the Declaration or these Bylaws.
4. **Board of Trustees** or the **Board** shall mean and refer to the Board of Trustees of the Association.
5. **Declaration** shall mean the Declaration of Covenants, Conditions, and Restrictions for Legacy Estates Subdivision for Phase 1 (Entry No. 00515745 with the Iron County Recorder), Phase 2 (Entry No. 00519097 with the Iron County Recorder), and Phase 3 (Entry No. 00547568 with the Iron County Recorder); and any amendments thereto.
6. **Lot** shall mean and refer to any of the separately numbered and individually described Lots on the record of Survey Map for the Legacy Estates Subdivision, and as described in the Declaration. There are 84 Lots and thus, 84 Members.

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7. **Member** shall mean and refer to every person or entity that holds membership in the Association. Only Lot Owners are Members. Membership shall be granted to each Lot Owner. In the case where there are multiple Owners of a Lot, or an entity holds ownership, there shall be a designated Member to represent the Owners of the Lot. In all cases, there shall be only (1) Member per Lot.
  - a. If co-owners cannot agree upon a designated member, that lot shall have no vote.
8. **Owner** shall mean and refer to the person or entity that is the Owner of a fee title to a Lot within the Project as established by the office of the County Recorder of Iron County, Utah. "Owner" shall not include a person or entity that holds an interest in a Lot merely as security for the performance of an obligation.
9. **Property** or **Properties** shall mean and refer to all real property which becomes subject to the Declaration together with such other real property as may hereafter be annexed thereto under the provisions of the Declaration.
10. **Subdivision** or **Development** or **Project** shall mean and refer to the Legacy Estates Subdivision, Phases 1, 2, and 3 as further defined by the Declaration.
11. **Trustee** shall mean a member of the Board of Trustees

### III. NAME AND LOCATION

1. **Name.** The name of the corporation is Legacy Estates of Enoch Homeowners Association, Inc., a Utah nonprofit corporation.
2. **Principal Office.** The principle office of the Association shall be located at 525 E 4960 N, Enoch, Utah, 84721 and meetings of Members and Trustees may be held at such places within the County of Iron, State of Utah, as may be designated by the Board of Trustees.

### IV. MEETINGS OF MEMBERS

1. **Annual Meeting.** An annual meeting of the Members shall be held during the month of June of each year at a date and time established by the Board. The purpose of the annual meeting shall be the election of the Trustees and the transaction of such other business as may come before the membership.
2. **Special Meeting.** A special meeting of the Members for any purpose or purposes may be called by the President, by a majority of the Board, or upon written request of the Members holding at least one-fourth (1/4) of all of the votes of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within thirty (30) days of receipt of the request.
3. **Place of Meeting.** The Board may designate any place within Iron County, Utah, as the place for any annual meeting or special meeting called by the Association. If no designation is made the place of meeting shall be the registered office of the Association.

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4. **Notice of Meetings.** Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all Members at least ten (10) but not more than (30) thirty days prior to the meeting date. Such notice shall be deemed to have been properly furnished if hand-delivered, emailed, or mailed postage prepaid within the required time period to the person who appears as a Member, at the latest address for such person appearing in the records of the Association at the time of emailing or mailing.
5. **Voting.** Each Member shall be entitled to one (1) vote.
  - a. If Member does not pay annual dues by August 1 of each year, they will not be eligible to vote at any Association meeting until such dues are paid in full.
6. **Quorum.** Except as otherwise provided in the Articles, or by law, the Members present in person or by proxy after proper notice of the meeting shall constitute a quorum at any meeting of the Members.
7. **Proxies.** At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after eleven months from the date of its execution.
8. **Votes.** With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) appertaining to the Lot of such Owner. The affirmative vote of a majority of the votes entitled to be cast by the Owners 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 Owners, unless a greater proportion is required by the Articles, these Bylaws, or the Declaration. The election of Board Members may be by secret ballot.
9. **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board. The presence of a Lot Owner in person at any meeting of the Members shall be deemed a waiver on any notice requirements.
10. **Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of the Members had been in attendance at a regularly called meeting.

## V. BOARD OF TRUSTEES

1. **Number, Tenure, and Qualifications.** The property, affairs, and business of the Association shall be governed and managed by a Board of Trustees composed of at least three (3), but no more than five (5) individuals. A Trustee shall be a Member of the Association in good standing. Each Trustee shall serve two (2) year terms. A Trustee may be reinstated by the Members with no limit in the terms they serve. Any change in the number of Trustees may be made by amendment of these Bylaws.

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2. **Compensation.** The Board may provide by resolution that the Trustees shall be paid their expenses, if any, by attendance at each meeting of the Board. The Trustees shall not be paid any salary or other compensation for their services as Trustees and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their status as Trustees; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of such duties as a Trustee to the extent such expenses are approved by a majority of the Board.
3. **Resignation and Removal.** A Trustee may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Trustee may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%) of the voting interests of the Association. A Trustee may also be removed by the affirmative vote of a majority of the other Trustees if he or she, in any twelve (12) month period, misses either four (4) consecutive or fifty percent (50%) of the regularly scheduled Board meetings.
4. **Vacancies and Newly Created Board Memberships.** If vacancies shall occur in the Board by reason of the death, resignation, disqualification, or removal by the other Trustees as provided in Section 3 above, the Trustees then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Trustees then in office, though less than a quorum. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Owners may be filled by election by the Owners 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. Except by reason of death, resignation, disqualification, or removal, Trustees shall continue to serve until their successors are elected.

## VI. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

1. **Powers.** The Board of Trustees shall have power to:
  - a. Exercise for the Association the powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration;
  - b. Levy assessments the Board deems necessary to preserve, maintain, operate, and govern the Project;
  - c. Promulgate reasonable rules, regulations, and procedures for the Association that the Board deems necessary or desirable to aid in carrying out the Association's functions and/or to govern the reasonable use, maintenance, and operation of the Project;
  - d. Execute and record, on behalf of all Owners, any amendment to the Declaration, Plat, or Bylaws which has been approved by any vote or consent necessary to authorize such amendment;
  - e. Establish sub-committees it may deem appropriate in carrying out its duties, responsibilities, functions, and powers; provided any sub-committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board and such sub-committee or any member thereof may be terminated by the Board at any time;

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- f. Contract with or employ a manager, an independent contractor, lawyer, accountant, or such other individuals deemed necessary to assist the Association, and to prescribe their duties; and
- g. Enforce the provisions of the Declaration, these Bylaws, or any Association rules and regulations, including but not limited to, the collection of unpaid assessments or noncompliance.

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

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the Members who are entitled to vote;
- b. supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- c. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate state an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- d. if an Owner of any Lot shall fail to maintain his Lot located thereon in a manner satisfactory to these Bylaws, the Declaration, or any rules or regulations, the Association, after approval by a majority of the Board shall have the right, through its agents or employees, or through an independent contractor, to enter into the non-complying Lot to repair, maintain and restore the Lot and any other improvements erected thereon to its original state, and assess the Owner the costs of doing such; and
- e. Carry out the duties specified in the Declaration, Bylaws, or Articles.

## VII. NOMINATION AND ELECTION OF TRUSTEES

- 1. **Election of Trustees.** The Trustees shall be elected by the Members at the annual meeting of the Association. Elections to the Board of Trustees may be made by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles, these Bylaws, and the Declaration.
- 2. **Nomination.** Nomination for election to the Board of Trustees shall be made from the floor at the annual meeting.

## VIII. MEETINGS OF TRUSTEES

- 1. **Regular Meetings.** The Board of Trustees shall hold regular meetings at least two (2) times per year at the discretion of the Board. The Board of Trustees may designate any place in Iron County, Utah as the place of meeting for any regular meeting called by the Board. If no designation is made, the place of the meeting shall be held at the President's residence at the Project. A regular meeting of the Board of Trustees shall be held without notice other than this section immediately after, and at the same place as, the annual meeting of the Members to appoint officers and conduct any further business the Board deems necessary.

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2. **Special Meetings.** Special meetings of the Board of Trustees may be called by or at the request of the President or a majority of the Board. The person or persons calling a special meeting of the Board may fix any place within the State of Utah as the place for holding such meeting.
3. **Notice.** Written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all Trustees at least three (3) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if hand-delivered, emailed, or mailed, postage prepaid, at least three (3) business days before the meeting date to each Trustee at his address. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting unless the Trustee attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.
4. **Quorum.** A majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Trustees at a meeting at which a quorum is present shall constitute the act of the Board of Trustees unless the act of a greater number is required by law.
5. **Action Taken Without a Meeting.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so taken shall have the same effect as though taken at a meeting of the Trustees.

## IX. COVENANTS, CONDITIONS, AND RESTRICTIONS

Each Lot Owner shall adhere to the following covenants, conditions, and restrictions:

### A. Architectural Controls

1. **Area of Application.** The residential area covenants in this Section in their entirety shall apply to the Subdivision.
2. **Residential Area Covenants:**
  - a. **Land Use and Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling. Single family dwelling— one residential structure or dwelling per property description per the final plat recorded in the office of the Iron County Recorder. The said single family dwelling or any other approved outbuilding and/or structure cannot exceed two stories in height from ground level.
  - b. **Construction Time Frame.** Construction on the home must be completed within seven (7) years of the property purchase date. Current lot owners have seven (7) years from January 1, 2013. Exceptions must be approved by the Architectural Control Committee on an individual basis. Noncompliance will result in a \$500 annual fine. The construction time frame excludes the original developer.
    - i. The construction time frame will reset if the Lot goes through escrow.

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- c. **Architectural Controls.** No building shall be erected, placed, or altered on any Lot, until construction plans, specifications, a plot plan showing the location of the structure and samples of exterior colors and materials have been approved by the Architectural Control Committee and the Enoch City Building Inspector.
- d. **Membership in Architectural Control Committee.** The Architectural Control Committee consists of the Board of Trustees and may be referred to in these Bylaws as either name. The initial chairman of the Architectural Control Committee shall be Aaron Alton, until the time that 100% of the Lots have been sold or replaced by a majority vote of the members. Neither the members of the Architectural Control Committee, nor any designated representative shall be entitled to any compensation for services performed pursuant to these covenants, conditions, and restrictions.
- e. **Architectural Control Committee Procedure.** The Architectural Control Committee's approval or disapproval as required in this Article IX shall be in writing. In the event the Architectural Control Committee, or its representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the plans shall be deemed approved and, as required, the plans may be submitted to the building department of Enoch City.
- i. The Architectural Control Committee's approval shall be met when a majority of the committee approves the submitted plans.
- f. **Size.** Each dwelling shall have a minimum main floor square footage of 1800 square feet of living area, plus a minimum two-car garage and full basement with a total building width of at least 60 feet. In the case where a Member does not want to build a basement, that dwelling shall have a minimum main floor square footage of 2500 square feet of living area, plus a minimum two-car garage with a total building width of at least 65 feet.
- g. **Building Materials.** Exterior materials of the residential dwellings will be limited to stone, rock, brick, stucco, hardie board, and fiber cement siding. Front elevations must consist of at least 30 % stone, rock, brick or a combination of these materials. The remaining sides and rear of the home must consist of stucco, stone, rock, brick, or a combination of these materials. Sample materials and colors must be submitted to the architectural control committee for approval before the materials are applied to the exterior of the structure.
- i. Bearing roof trusses that are not continuous from exterior wall to exterior wall are not allowed. All perimeter foundations must be used for bearing of the exterior walls and must be constructed of cast in place concrete. Homes with a basement must have cast in place concrete in the form of an 8 foot minimum depth basement. No cementitious block is allowed for the purpose of perimeter foundations, excepting insulated concrete forming systems that are cast in place continuous from the footings to beyond the window sill line of the exterior elevation of the residential dwelling/structure.
- ii. No dwelling shall have a roof with less than 8/12 pitch. Roofing materials must be architectural grade or better slate, tile or 30 year or better asphalt shingle. Seamless metal roofing for the covering of dormers, awnings, patios, etc. is also

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acceptable. All ventilation systems that protrude through the roof must blend in color with the roof and be aesthetically appealing.

- iii. All dwellings shall be constructed of good quality materials and the Architectural Control Committee shall have the power to deny the use of any materials which would render the dwelling unsound or aesthetically inconsistent with the Subdivision. All exterior paints and material must be of earth tone color and pre-approved by the Architectural Control Committee prior to use.
  - iv. Although outbuildings, do not require approval by the Architectural Control Committee, they must be constructed of like materials and conform to the look of the home. In addition, the roofing materials must match that of the home. No temporary or portable structures will be allowed.
- h. **Construction Requirements.** During the construction phase of a home, the Lot Owner is responsible for keeping the Lot in a clean and orderly manner. The Lot Owner is also financially responsible for any curb, gutter, or sidewalk that may be damaged during the construction of the home, and must replace any damaged areas to conform to the look and quality of the existing curb, gutter, and sidewalk. Concrete must be pumped from the street when possible. If pumped from the street, the Lot Owner is responsible for the cleanup of any spillage of concrete. In addition, the Lot Owner is responsible for keeping mud, dirt, gravel, and other construction materials off the streets. Failure to conform may result in up to a \$300 per incident fine. In addition, a Lot Owner is responsible for the cost of all repairs. All Enoch City building codes and regulations shall be adhered to, as well as all requirements within this Article IX, and any other additional construction requirements or guidelines that may be provided in the Declaration, Bylaws, or Association rules.
- i. **Driveways.** The driveways on all Lots shall be constructed out of concrete or brick. Driveways must be a minimum of 22 feet wide and extend from the garage to the back of the curb. Driveways constructed out of asphalt, sand, gravel, or dirt are prohibited.
- j. **Landscaping Requirements.** Lot Owner(s) are required to install landscaping throughout the entire front yard of their Lot within 18 months from the issuance of a certificate of occupancy. Additionally, landscaping throughout the entire side and back yard must be installed within five (5) years from the issuance of a certificate of occupancy. Entire landscaping includes, but is not limited to, the following:
- i. All vegetated areas, including lawn/sod, flowerbeds, trees and shrubs to have a fully operation underground sprinkling/irrigation system;
  - ii. In the event that all landscaping on the entire Lot (including front, side, and rear yards) is not complete within the time frame specified, a 6 foot minimum height privacy fence may be installed and completed around the unfinished portions of the yard. The said privacy fence must not egress into the front setback line, and materials acceptable for the said 6 foot privacy fence consist of masonry block, or a superior product approved by the Architectural Control Committee.

The following products have been approved as of November 16, 2016: Masonry block, Precast concrete, and Sim Tek composite fencing.

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- iii. All Owners owning a Lot on January 1, 2013 shall install their front and side landscaping before July 1, 2014, and their rear landscaping shall be installed (or alternatively the 6 foot privacy fence installed as provided above) before January 1, 2018.
- iv. Failure to comply with the landscaping requirements will result in an annual fine as follows.
  - 1. First Year: \$100/annually
  - 2. Second Year: \$500/annually
  - 3. Third Year: \$1000/annually

k. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Lots shall be well-maintained and groomed according to standards that may be established by the Board.

3. **General Provisions:**

- a. **Enforcement.** Enforcement shall be by proceedings of law or in equity against any party or person violating or attempting to violate any covenant, condition, and restriction either to restrain violation or to recover damage.
  - i. If a Member is not in compliance, the Board of Trustees will issue a statement in writing addressing the issues. The Member will have 30 days to become compliant.
  - ii. If a Member does not become compliant, the Board of Trustees will issue another statement in writing addressing the issues and assessing a fine in accordance with these Bylaws or rules enacted by the Board for a minimum of \$20. The Member will have 30 days to become compliant and pay the fine.
  - iii. If a Member does not become compliant after two (2) written notices, a final notice will be sent at 90 days addressing the issues and assessing an additional fine in accordance with these Bylaws or rules enacted by the Board for a minimum of \$20. The Member will have 30 days to become compliant and pay the fine.
  - iv. If a Member does not become compliant after a final notice, a lien may be placed against the Member's Lot.
  - v. The lien will be removed when the Member pays the fines in full, including any interest, collections costs, and reasonable attorney's fees.
  - vi. If the fine(s) are not paid and the Member fails to become compliant, the Board of Trustees may take additional legal action in accordance with the laws and regulations of the State of Utah.
- b. **Extension.** Any member requiring an extension on these Article IX (A) covenants, conditions, and restrictions will submit a proposal in writing to the Board of Trustees.

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The Board will then have 30 days to respond in writing to the proposal. If the Board's response is not sent to the Member within 30 days, the extension will automatically be granted for a period of twelve (12) months.

**4. Use of Property:**

- a. The Lots and improvements thereon shall be groomed and maintained in a tasteful manner. The Association, through the Board, may at any time enter upon any Lot that is unoccupied for the purpose of cutting, plowing, burning or otherwise removing weeds or disposing of trash and litter. No such entry shall be deemed a trespass and the Association shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the Lot Owner and shall constitute a lien on the Lot after the date that notice of delinquency is filed with the Iron County Recorder. The lien may be enforced by the Association in a manner provided by law with the respect to a mortgage with power of sale or deed of material lien now or with respect to any other lien on real property. In order for the lien to be discharged, the owner of the said Lot shall pay, in addition to the amount of the lien, all costs and expenses incident to the filing of the notice of the delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorney fees.
- b. No automobile or vehicle will be parked or stored on the street, or within the front setback line of the dwelling. These automobiles shall include any vehicle not regularly used and moved on a regular basis, not in running condition, or not properly licensed. They shall also include boats, recreation vehicles, snowmobiles, motorcycles, machinery and equipment, and similar vehicles, which vehicles shall only be stored in garages, behind a privacy fence to be obscured from open view.
  - i. Recreational vehicles, which include but are not limited to a motor home, boat, and trailer, may be parked in a Member's driveway/parking area as long as it is set back as far as the home.

5. **Maintenance of Dwelling.** Each dwelling shall be kept in good condition. Each Owner shall be responsible for keeping the exterior of the building in good repair and in a sightly condition.

**Budget, Assessments, and Nonpayment of Assessments and Remedies**

1. **Adoption of Budget.** The Board of Trustees shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the common areas and for the administration, management, and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until the new annual budget is adopted.
  - a. Annual dues will be determined at the annual meeting by vote of the Members.
    - i. Annual dues will be assessed each year.
      1. Annual dues may be a minimum of zero dollars as long as the HOA holds in reserve at least \$500.00
    - ii. Annual dues will be collected by the annual meeting each year.

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2. **Creation of Lien and Personal Obligation for Assessment.** Each Owner of any Lot, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree with each other Owner and with the Association to pay to the Association such Assessments to be fixed, established, and collected from time to time as provided in the Declaration or Bylaws. The Assessments, together with interest thereon, late fees, collection charges, attorneys' fees, court costs, and other costs of collection as hereinafter provided shall be secured by a continuing lien upon the Lot against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, late fees, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment becomes due secured by the interest of the Owner in the Lot.
  - a. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments, together with interest, costs, and reasonable attorneys' fees, if any, against the latter for his share of any Assessments authorized by this Declaration up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Board setting forth the amounts of the unpaid Assessments against the grantor, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments against the grantor in excess of the amount set forth. Otherwise, the personal obligation for any delinquent Assessment, together with interests, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.
  - b. A lien to secure unpaid Assessments shall not be affected, canceled, or otherwise eliminated by the sale or transfer of the Lot unless foreclosure by a prior recorded encumbrance is involved, in which case the foreclosure will extinguish the lien as required by law for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent or successor Owner from paying further Assessments or from the lien of any future Assessments.
3. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purposes of the following: the maintenance, repair, and replacement of the common areas; the administration, management, and operation of the Association; promoting the safety and welfare of the Owners; effecting the management, maintenance, care, preservation and protection of the Project; enhancing the quality of life in the Project; and maintaining and enhancing the value of the Project.
4. **Regular Assessment.** The Board of Trustees is expressly authorized to adopt and amend budgets from time to time. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board of Trustees shall adopt a budget for the upcoming fiscal year which shall, among other things, estimate the total common expenses to be incurred for such fiscal year. The Board of Trustees may send a written summary of the budget to all Owners within thirty (30) days after the adoption of the proposed budget. The Board of Trustees shall at that time determine the amount of the Assessments to be paid by each Owner. Each Owner shall thereafter pay to the Association the Owner's Assessment by the dates provided by the Board. In the event the Board of Trustees determines that the estimate of total charges for the current year is, or will become, inadequate to meet all common expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the common expenses and determine the revised amount of the Assessment against each Owner, and the date or dates when due.

5. **Uniformity in Assessments.** Assessments shall be uniformly and equally imposed upon all Lots.
6. **Rules Regarding Billing and Collection Procedures.** The Board of Trustees shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided for in the Declaration and Bylaws and for the billing and collection of regular and special Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to an Owner shall not relieve any Owner of liability for any Assessment or charge under the Declaration or Bylaws, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice shall also be provided to the occupant(s) of the Lot of the Owner if the Owner is not a resident of the Lot of the Owner.
7. **Certificate of Payment.** The Association shall, within ten (10) business days after written demand for payment to the Association, furnish to any Owner liable for Assessments or to the lender or a potential lender for such Lot, a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Lot have been paid and the amount of delinquency, if any. To the extent permitted by law, a reasonable charge not to exceed one hundred and fifty dollars (\$150.00) may be collected by the Board of Trustees for the issuance of each such certificate. Each certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
8. **Application of Excess Assessments.** In the event the amount budgeted to meet common area expenses for a particular fiscal year proves to be excessive in light of the actual common area expenses, the Board of Trustees in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners of each Lot, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
9. **No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Declaration or Bylaws.
10. **Due Date and Delinquency.** Each Owner must pay its Assessments for its Lot(s) in a timely manner. Payments are due annually by August 1<sup>st</sup> or as otherwise indicated by the Board. Any Assessment that is not paid by the 10<sup>th</sup> day after such Assessment is due shall be delinquent. Whenever an Assessment is delinquent, the Board of Trustees may at its option invoke any one or more or all of the sanctions granted herein. The Board shall have the right, at its discretion, to impose late fees for each late payment.
  1. **Collection Charge.** If any Assessment is delinquent, the Owner may be obligated to pay interest at the rate of eighteen percent (18%) per annum, in addition to a collection charge, and/or such other late fee penalty as the Board of Trustees may establish in the rules of the Association. Until paid, such collection charges, interest, and/or late fees shall constitute part of the Assessment lien as provided above.
12. **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien

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on the Lot of the Owner. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Lot, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest, late fees, and collection charges). Each Owner vests in the Association and its successors and assigns the right and power to bring actions at law against such Owner and Owners, or to advance lien foreclosures against the Lot of such Owner or Owners, for the collection of delinquent Assessments.

13. **Foreclosure Sale.** Any foreclosure provided for in the Declaration or Bylaws may be conducted pursuant to a judicial foreclosure or in compliance with applicable provisions relating to the foreclosure of deeds of trust or realty mortgages in the State of Utah. In any foreclosure and subsequent sale, the Owner of the affected Lot shall pay the costs and expenses of all related proceedings including a reasonable attorney's fee incurred by the Association. The Association may, through its duly authorized agents including the Board of Trustees, have and exercise the power of the trustee and the power to bid on a Lot at the foreclosure or other sale thereof, and to acquire, hold, lease, rent, mortgage and convey such Lot.
14. **Suspension of Votes.** The Board of Trustees may suspend the obligated Owner's right to vote on any matter at regular and special meetings of the Association and the Owner's right to use all or any portion of the common area for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration or Bylaws remains delinquent.

### **C. Covenants Running with the Land**

1. These covenants, conditions, and restrictions contained in this Article IX and elsewhere herein are to run with the land and shall be binding on all Lot Owners and any of their successors and assigns, unless amended by the approval of at least a majority of all Lot Owners. Such amendment shall not become effective until having been recorded with the Iron County Recorder's Office.

### **X. OFFICERS**

1. **Number and Qualifications.** The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person.
2. **Tenure.** The Officers of the Association shall be appointed by the Board of Trustees annually at the first meeting of the Board held after the annual meeting of the Members. If election of Officers does not occur at such meeting, it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his successor has been duly appointed and qualified or until he is removed or he resigns. Any Officer may be removed by the Board at any time, with or without cause.
3. **Vacancies.** A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Trustees for the unexpired portion of the term of the person previously in office.
4. **President.** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Trustees, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all

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meetings of the Members and the Board of Trustees. If the President is not present then the Vice President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board or by these Bylaws or Articles to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, together with the Secretary or any other Officer of the Association authorized by the Board of Trustees may sign any deeds, mortgages, contracts, or other instruments which the Board of Trustees has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Trustees.

5. **Vice President.** In absence of the President or in the event of his death, inability, or refusal to act, the Vice President shall perform all of the duties of the President. When so acting, he shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall perform such duties as may from time to time be assigned to him by the President or by the Board of Trustees.
6. **Secretary.** The Secretary shall keep minutes of meetings of the Members and of the Board of Trustees in one or more books provided for that purpose, shall see that all notices are given in accordance with the provisions of these Bylaws, the Declarations, and law, shall maintain the membership list, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the President or by the Board of Trustees.
7. **Treasurer.** The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Trustees.
8. **Compensation.** Officers shall not be paid any salary or other compensation for their services as such and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their services as Officers; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

## XI. INDEMNIFICATION

1. **Indemnification.** No Trustee, officer, committee, or sub-committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Trustee, officer, or committee or sub-committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Trustee and/or officer and/or committee and/or sub-committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Trustees, officer, committee, or sub-committee member having served as a Trustee, officer, committee or sub-committee member by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Trustee, officer, committee, or sub-committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided

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that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Trustees, officers, committee, and sub-committee member's employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

2. **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Trustees or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Trustees, officers, and committee and sub-committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Trustee, officer, committee or sub-committee member, or employee and shall inure to the benefit of the heirs, executors, and administrators of any such person.
3. **Insurance.** The Board of Trustees, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, committee or sub-committee member, or employee of the Association or is or was serving at the request of the Association as a Trustee, officer, committee or sub-committee member, employee, or agent of another association, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.
4. **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

## XII. AMENDMENTS

1. **Amendment.** These Bylaws may be amended by a vote of at least sixty-seven (67%) of the Members.
2. **Conflict.** In the case of any conflict between the Articles and these Bylaws, these Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## XIII. DISSOLUTION OF ASSOCIATION

1. **Right to Dissolve.** Members may exercise their authority to dissolve the Association by collecting the signatures of each Member of the Association. These signatures must be presented to the Board of Trustees whereupon additional paperwork and requirements will be filed with the State of Utah in accordance with current law and regulations.

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- a. Any dissolution of the Association shall not dissolve the covenants, conditions, and restrictions found in Article IX, Part A above.

**XIV. MISCELLANEOUS**

1. **Fiscal Year.** The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year.
2. **Severability.** Invalidation of any of the provisions herein by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
3. **Waiver.** No restriction, condition, obligation, or provision contained in these BYLAWS shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, we, being the acting Trustees of the Legacy Estates of Enoch Homeowners Association, Inc. and the Secretary of the Association, have hereunto set our hands to these Bylaws to be effective as of November 9<sup>th</sup> 2017, 2017.

Derrick C Clark  
Derrick Clark, President

Aubrie Sims  
Aubrie Sims, Secretary

THE LEGACY ESTATES OF ENOCH HOMEOWNERS ASSOCIATION, INC.

BY: Derrick Clark

TITLE: President

STATE OF UTAH )  
 )SS:  
COUNTY OF IRON )

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On the 9<sup>th</sup> day of November 2017, personally appeared before me Derrick Clark and Aubrie Sims who by me being duly sworn, did say that ~~he~~<sup>they</sup> ~~is~~<sup>are</sup> the President of the Legacy Estates of Enoch Homeowners Association, Inc., that the foregoing instrument was approved by at least 67% of the total votes of the Association as provided by U.C.A. 57-8a-104, and that the signatures of the Trustees and Officers above are true and accurate.



Christine L. Smith  
Notary Public



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Results

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Query: Subdivision=LEGACY 1|LEGACY 2|LEGACY 3

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Account#	Summary			Picture	
0465499	<b>A-0945-0001-0000</b> Acres: 0.41	620 E 5020 N ENOCH 84721	EQUISOURCE L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 1 ; LOT 1,...	
0465507	<b>A-0945-0002-0000</b> Acres: 0.41	636 E 5020 N ENOCH 84721	SAVAGE KATIE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 2 ; LOT 2,...	
0465515	<b>A-0945-0003-0000</b> Acres: 0.41	652 E 5020 N ENOCH 84721	WAGNER ROBERT G/DENISE A J/T, WAGNER DENISE A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 3 ; LOT 3,...	
0465523	<b>A-0945-0004-0000</b> Acres: 0.41	660 E 5020 N ENOCH 84721	ARMSTRONG JENNIFER	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 4 ; LOT 4,...	
0465531	<b>A-0945-0005-0000</b> Acres: 0.41	680 E 5020 N ENOCH 84721	WLCKEN JULIE/JARED J/T, WLCKEN JARED J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 5 ; LOT 5,...	
0465549	<b>A-0945-0006-0000</b> Acres: 0.54	692 E 5020 N ENOCH 84721	ALTON AARON JACOB/LACEY ANN J/T, ALTON LACEY ANN J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 6 ; LOT 6,...	
0465556	<b>A-0945-0007-0000</b> Acres: 0.54	691 E 5020 N ENOCH 84721	BARTON MATTHEW H/CARLYNN W, BARTON CARLYNN W	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 7 ; LOT 7,...	
0465564	<b>A-0945-0008-0000</b> Acres: 0.41	679 E 5020 N ENOCH 84721	KINNEY GARY R/MCKIE G, KINNEY VICKIE G	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 8 ; LOT 8,...	
0465572	<b>A-0945-0009-0000</b> Acres: 0.41	667 E 5020 N ENOCH 84721	GRIMSHAW ROGER WILLIAM	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 9 ; LOT 9,...	

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0465580	<b>A-0945-0010-0000</b> Acres: 0.41	651 E 5020 N ENOCH 84721	ASHWORTH FAMILY TRUST, ASHWORTH STEPHEN S TRUSTEE, ASHWORTH SANDRA R TRUSTEE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 10 ; LOT 1...	
0465598	<b>A-0945-0011-0000</b> Acres: 0.41	635 E 5020 N ENOCH 84721	SIMS MARTY R/AUBRIE L J/T, SIMS AUBRIE L J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 11 ; LOT 1...	
0465606	<b>A-0945-0012-0000</b> Acres: 0.41	619 E 5020 N ENOCH 84721	OCHOA RAUL/BROOKE J/T, OCHOA BROOKE J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 1 LOT: 12 ; LOT 1...	
0466398	<b>A-0945-0013-0000</b> Acres: 0.41	618 E 5080 N ENOCH 84721	WALKER FAMILY TRUST, WALKER GARY L TRUSTEE, WALKER SHARLENE TRUSTEE, ...	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 13 ; LOT 1...	
0466406	<b>A-0945-0014-0000</b> Acres: 0.41	634 E 5080 N ENOCH 84721	SKIRVIN JOHNNY	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 14 ; LOT 1...	
0466414	<b>A-0945-0015-0000</b> Acres: 0.41	650 E 5080 N ENOCH 84721	HUMPHRIES BLAINE D/NIKOHLE C J/T, HUMPHRIES NIKOHLE C J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 15 ; LOT 1...	
0466422	<b>A-0945-0016-0000</b> Acres: 0.41	670 E 5080 N ENOCH 84721	MALCOM JEFFREY C/LAURAL J/T, MALCOM LAURAL J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 16 ; LOT 1...	
0466430	<b>A-0945-0017-0000</b> Acres: 0.41	678 E 5080 N ENOCH 84721	BURROWS PATRICK D/DANAE A J/T, BURROWS DANAE A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 17 ; LOT 1...	
0466448	<b>A-0945-0018-0000</b> Acres: 0.54	690 E 5080 N ENOCH 84721	ROHRER TAIGA S/CAROL A J/T, ROHRER CAROL A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 18 ; LOT 1...	
0466455	<b>A-0945-0019-0000</b> Acres: 0.54	689 E 5080 N ENOCH 84721	ARCULARIUS WILLIAM/GAIL J/T, ARCULARIUS GAIL J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 19 ; LOT 1...	
0466463	<b>A-0945-0020-0000</b>	677 E 5080 N	FUNDERBURK PATRICK	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT:	

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Acres: 0.41	ENOCH 84721	ANDREW/NICOLE BINGHAM J/T, FUNDERBURK NICOLE BINGHAM J/T	20 ; LOT 2...		
0466471	<b>A-0945-0021-0000</b> Acres: 0.41	665 E 5080 N ENOCH 84721	LANGSTON CORY/EMILY J/T, LANGSTON EMILY J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 21 ; LOT 2...	
0466489	<b>A-0945-0022-0000</b> Acres: 0.41	649 E 5080 N ENOCH 84721	PEARSON GLENN CLIFFORD	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 22 ; LOT 2...	
0466497	<b>A-0945-0023-0000</b> Acres: 0.41	633 E 5080 N ENOCH 84721	PACE MATTHEW/LONI FAMILY LIMNG TRUST, PACE MATTHEW S TRUSTEE, PACE LONI D TRUSTEE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 23 ; LOT 2...	
0466505	<b>A-0945-0024-0000</b> Acres: 0.41	617 E 5080 N ENOCH 84721	GREENHALGH CAMERON/TIFFANY, GREENHALGH TIFFANY	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 24 ; LOT 2...	
0466513	<b>A-0945-0025-0000</b> Acres: 0.41	616 E 5140 N ENOCH 84721	MITCHELL ROBERT/DANELL J/T, MITCHELL DANELL J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 25 ; LOT 2...	
0466521	<b>A-0945-0026-0000</b> Acres: 0.41	632 E 5140 N ENOCH 84721	LEBARON WAYNE LEE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 26 ; LOT 2...	
0466539	<b>A-0945-0027-0000</b> Acres: 0.41	648 E 5140 N ENOCH 84721	MAZOROW DALE K/MOYA M REVOCABLE TRUST, MAZOROW DALE K TRUSTEE, MAZOROW MOYA M TRUSTEE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 27 ; LOT 2...	
0466547	<b>A-0945-0028-0000</b> Acres: 0.41	664 E 5140 N ENOCH 84721	MAZOROW HERBERT REVOCABLE TRUST, MAZOROW HERBERT TRUSTEE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 28 ; LOT 2...	
0466554	<b>A-0945-0029-0000</b> Acres: 0.41	676 E 5140 N ENOCH 84721	WLCOCK ROY O	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 29 ; LOT 2...	
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0466570	<b>A-0945-0030-0000</b> Acres: 0.54	688 E 5140 N ENOCH 84721	TIEDE AARON/CASSIE J/T, TIEDE CASSIE J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 30 ; LOT 3...	
0466588	<b>A-0945-0031-0000</b> Acres: 0.54	687 E 5140 N ENOCH 84721	JONES KEVIN CONNER	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 31 ; LOT 3...	
0466596	<b>A-0945-0032-0000</b> Acres: 0.41	675 E 5140 N ENOCH 84721	SOWARDS BENJAMIN R	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 32 ; LOT 3...	
0466604	<b>A-0945-0033-0000</b> Acres: 0.41	663 E 5140 N ENOCH 84721	SOWARDS BENJAMIN R/CONNIE M J/T, SOWARDS CONNIE M J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 33 ; LOT 3...	
0466612	<b>A-0945-0034-0000</b> Acres: 0.41	647 E 5140 N ENOCH 84721	MARTINEZ SANTIAGO	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 34 ; LOT 3...	
0466620	<b>A-0945-0035-0000</b> Acres: 0.41	631 E 5140 N ENOCH 84721	GRIMSHAW CHAD/MINDY J/T, GRIMSHAW MINDY J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 35 ; LOT 3...	
0466638	<b>A-0945-0036-0000</b> Acres: 0.41	615 E 5140 N ENOCH 84721	SOLARIO PEDRO	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 36 ; LOT 3...	
0466653	<b>A-0945-0037-0000</b> Acres: 0.41	614 E 5200 N ENOCH 84721	JONES BRETT DAMS	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 37 ; LOT 3...	
0466661	<b>A-0945-0039-0000</b> Acres: 0.41	646 E 5200 N ENOCH 84721	PEARSON BARRY/CHERIE J/T, PEARSON CHERIE J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 39 ; LOT 3...	
0466679	<b>A-0945-0040-0000</b> Acres: 0.41	662 E 5200 N ENOCH 84721	MACKAY DOUGLAS/JULIE J/T, MACKAY JULIE J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 40 ; LOT 4...	
0466687	<b>A-0945-0041-0000</b> Acres: 0.41	678 E 5200 N ENOCH 84721	JONES BRETT DAMS	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 41 ; LOT 4...	

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0490077	<b>A-0945-0042-0000</b> Acres: 0.413	694 E 5200 N ENOCH 84721	A & G L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 2 LOT: 42 ; LOT 4...
0490078	<b>A-0945-0043-0000</b> Acres: 0.413	544 E 4960 N ENOCH 84721	FOXTRENTON K	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 43 ; LOT 4...
0490079	<b>A-0945-0044-0000</b> Acres: 0.453	524 E 4960 N ENOCH 84721	DURFEY DENNIS K/ANGELA D J/T, DURFEY ANGELA D J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 44 ; LOT 4...
0490080	<b>A-0945-0045-0000</b> Acres: 0.413	4922 N 500 E ENOCH 84721	CLARK DERRICK C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 45 ; LOT 4...
0490081	<b>A-0945-0046-0000</b> Acres: 0.416	4908 N 500 E ENOCH 84721	CLARK CARY STEPHEN/CYNTHIA J/T, CLARK CYNTHIA J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 46 ; LOT 4...
0490082	<b>A-0945-0047-0000</b> Acres: 0.477	4896 N 500 E ENOCH 84721	CUMMINGS DEAN B/MC KELL J/T, CUMMINGS MC KELL J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 47 ; LOT 4...
0490083	<b>A-0945-0048-0000</b> Acres: 0.464	4893 N 500 E ENOCH 84721	BERKEY LA DAWN	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 48 ; LOT 4...
0490084	<b>A-0945-0049-0000</b> Acres: 0.414	4907 N 500 E ENOCH 84721	WHITTAKER SHELLEY/SPENCER J/T, WHITTAKER SPENCER J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 49 ; LOT 4...
0490085	<b>A-0945-0050-0000</b> Acres: 0.418	4921 N 500 E ENOCH 84721	A & G L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 50 ; LOT 5...
0490086	<b>A-0945-0051-0000</b> Acres: 0.418	4935 N 500 E ENOCH 84721	CLIFT THOMAS A/BROOK S J/T, CLIFT BROOK S J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 51 ; LOT 5...
0490087	<b>A-0945-0052-0000</b> Acres: 0.418	4951 N 500 E ENOCH 84721	HARDIN MICHAEL ROBERT/KIMBERLEE MARIE J/T, HARDIN KIMBERLEE MARIE J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 52 ; LOT 5...



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A-0945-0053-0000 Acres: 0.418	4967 N 500 E ENOCH 84721	HARDIN MICHAEL W/PAMELA A J/T, HARDIN PAMELA A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 53 ; LOT 5...	
0490088	A-0945-0054-0000 Acres: 0.418	4981 N 500 E ENOCH 84721	HARDIN MICHAEL W/PAMELA A J/T, HARDIN PAMELA A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 54 ; LOT 5...
0490089	A-0945-0055-0000 Acres: 0.418	4997 N 500 E ENOCH 84721	HARDIN MICHAEL W/PAMELA A J/T, HARDIN PAMELA A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 55 ; LOT 5...
0490090	A-0945-0056-0000 Acres: 0.415	5011 N 500 E ENOCH 84721	HARDIN MICHAEL W/PAMELA A J/T, HARDIN PAMELA A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 56 ; LOT 5...
0490091	A-0945-0057-0000 Acres: 0.414	5027 N 500 E ENOCH 84721	HARDIN MICHAEL W/PAMELA A J/T, HARDIN PAMELA A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 57 ; LOT 5...
0490092	A-0945-0058-0000 Acres: 0.414	5041 N 500 E ENOCH 84721	PALMER AMY, ABBOTT NORMA	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 58 ; LOT 5...
0490093	A-0945-0059-0000 Acres: 0.414	5055 N 500 E ENOCH 84721	PALMER AMY, ABBOTT NORMA	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 59 ; LOT 5...
0490094	A-0945-0060-0000 Acres: 0.414	5071 N 500 E ENOCH 84721	HARDIN MICHAEL W/PAMELA A J/T, HARDIN PAMELA A J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 60 ; LOT 6...
0490095	A-0945-0061-0000 Acres: 0.414	5085 N 500 E ENOCH 84721	A & G L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 61 ; LOT 6...
0490096	A-0945-0062-0000 Acres: 0.508	5086 N 500 E ENOCH 84721	LEBARON WAYNE LEE	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 62 ; LOT 6...
0490097	A-0945-0063-0000 Acres: 0.508	5089 N 600 E ENOCH 84721	RAEL HOWARD P/MARY B J/T, RAEL MARY B J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 63 ; LOT 6...
0490098				

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A-0945-0064-0000 Acres: 0.502	5073 N 600 E ENOCH 84721	STEWART JOSHUA J/LISA K J/T, STEWART LISA K J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 64 ; LOT 6...	
0490099	A-0945-0065-0000 Acres: 0.502	5072 N 500 E ENOCH 84721	CHAMBERLAIN SHERIDAN J/T, CHAMBERLAIN SHEENA J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 65 ; LOT 6...
0490100	A-0945-0066-0000 Acres: 0.502	5056 N 500 E ENOCH 84721	SHORTT KASEY BO/MRGINIA LYN J/T, SHORTT VIRGINIA LYN J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 66 ; LOT 6...
0490101	A-0945-0067-0000 Acres: 0.502	5057 N 600 E ENOCH 84721	A & G L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 67 ; LOT 6...
0490102	A-0945-0068-0000 Acres: 0.450	523 E 5020 N ENOCH 84721	LOUDER DEREK/TERRA J/T, LOUDER TERRA J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 68 ; LOT 6...
0490103	A-0945-0069-0000 Acres: 0.417	543 E 5020 N ENOCH 84721	DUKE JESSICA/GREGORY S J/T, DUKE GREGORY S J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 69 ; LOT 6...
0490104	A-0945-0070-0000 Acres: 0.417	563 E 5020 N ENOCH 84721	DUKE JESSICA/GREGORY S J/T, DUKE GREGORY S J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 70 ; LOT 7...
0490105	A-0945-0071-0000 Acres: 0.450	583 E 5020 N ENOCH 84721	HEATH CHRISTOPHER	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 71 ; LOT 7...
0490106	A-0945-0072-0000 Acres: 0.484	582 E 5020 N ENOCH 84721	PAZIK RANDY	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 72 ; LOT 7...
0490107	A-0945-0073-0000 Acres: 0.445	562 E 5020 N ENOCH 84721	PAZIK RANDY	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 73 ; LOT 7...
0490108	A-0945-0074-0000 Acres: 0.445	542 E 5020 N ENOCH 84721	SYRETT SKYLER M/CIERA B J/T, SYRETT CIERA B J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 74 ; LOT 7...
0490109				

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	<b>A-0945-0075-0000</b> Acres: 0.488	522 E 5020 N ENOCH 84721	WENTZ STEVEN/SYLVA J/T, WENTZ SYLVA J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 75 ; LOT 7...
0490110	<b>A-0945-0076-0000</b> Acres: 0.460	525 E 4960 N ENOCH 84721	WHITTAKER DUSTIN L/LYNETTE M J/T, WHITTAKER LYNETTE M J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 76 ; LOT 7... 
0490111	<b>A-0945-0077-0000</b> Acres: 0.417	545 E 4960 N ENOCH 84721	WHITTAKER DUSTIN L/LYNETTE M J/T, WHITTAKER LYNETTE M J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 77 ; LOT 7...
0490112	<b>A-0945-0078-0000</b> Acres: 0.417	565 E 4960 N ENOCH 84721	ADAIR CHARLES	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 78 ; LOT 7...
0490113	<b>A-0945-0079-0000</b> Acres: 0.453	585 E 4960 N ENOCH 84721	A & G L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 79 ; LOT 7...
0490114	<b>A-0945-0080-0000</b> Acres: 0.464	584 E 4960 N ENOCH 84721	A & G L L C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 80 ; LOT 8...
0490115	<b>A-0945-0081-0000</b> Acres: 0.417	564 E 4960 N ENOCH 84721	FARNSWORTH JOSEPH R/LAURAA J/T, FARNSWORTH LAURAA J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 81 ; LOT 8... 
0490116	<b>A-0945-0082-0000</b> Acres: 0.582	4917 N 600 E ENOCH 84721	CLARK DERRICK C	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 82 ; LOT 8...
0490117	<b>A-0945-0083-0000</b> Acres: 0.583	4903 N 600 E ENOCH 84721	CLARK CARY/CYNTHIA J/T, CLARK CYNTHIA J/T	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 83 ; LOT 8...
0490118	<b>A-0945-0084-0000</b> Acres: 0.583	4887 N 600 E ENOCH 84721	AYERS DENNIS W/LINDA G, AYERS LINDA G, AYERS LANCE K, ...	SUBD: LEGACY ESTATES SUBDIVISION PHASE 3 LOT: 84 ; LOT 8...

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