

**BYLAWS
OF
LEGACY RIDGE HOMEOWNERS ASSOCIATION, INC.**

The following are the Bylaws for Legacy Ridge Homeowners Association, Inc., a Utah non-profit corporation (the "*Association*"), pursuant to the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 et seq., as amended (the "*Nonprofit Act*").

**ARTICLE I
LOCATION**

The initial principal office of the Association shall be located at Nine Exchange Place, Suite 600, Salt Lake City, Utah 84111, but meetings of the Members and the members of the Board may be held at such places within the State of Utah as may be designated by the Board.

**ARTICLE II
DEFINITIONS**

All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions and Restrictions recorded on 2 day of February, 2016, as Entry No. 8832:2016 in the Official Records of the Utah County Recorder, wherein Legacy Ridge LLC is designated as "Declarant" (the "*Declaration*"), applicable to the Property, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length, the Nonprofit Act and the Utah Community Association Act, Utah Code Ann. § 16-6a-101 et seq., as amended (the "*Association Act*").

**ARTICLE III
MEETINGS OF MEMBERS**

Section 3.1 Annual Meetings. Unless otherwise determined by the Association and subject to notice thereof as provided in Section 3.3 below, annual meetings of the Members shall be held on the second Wednesday of April of each year commencing in the year 2016, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called by or at the request of the President of the Association or by the Board (as defined below), or upon written request of at least fifty percent (50%) of the Members.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the person authorized to call the meeting, by emailing or, if requested by any Members, mailing, a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member (but no more than sixty (60) days before the meeting date) entitled to vote thereafter addressed to the Member's address last appearing on

the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. Except as otherwise required in the Declaration, a quorum required for any action by the Members shall exist if a least fifty percent (50%) of the Members are present at a meeting.

Section 3.5 Proxies. Any Member entitled to vote may vote by proxy at any meeting of the Members (and at any adjournment thereof) which is specified in such proxy, provided that his or her proxy is executed in writing by such Member or his or her duly authorized attorney in fact.

Section 3.6 Membership. Membership in the Association shall at all times consist exclusively of the owners of the Lots governed by the Declaration, and each Member shall be a member of the Association so long as he shall be an owner of a Lot and such membership shall automatically terminate when he ceases to be an owner of a Lot. Upon the transfer of ownership of a Lot, the new Member succeeding to such ownership interest shall likewise succeed to Membership in the Association. If more than one person or entity hold and ownership interest in a Lot, each owner shall be a Member of the Association.

Section 3.7 Voting. Voting rights for Members, including Declarant, shall be as set forth in the Declaration. As set forth in the Declaration:

- (a) Declarant shall have one vote for each Lot owned by Declarant;
- (b) Each Member of each Lot shall be entitled to one vote on all matters presented to the Members for their approval. If more than one person or entity owns an interest in the same Lot, such owners shall collectively be entitled to cast one vote on all matters presented to such Members.
- (c) Except as otherwise provided in the Declaration or Nonprofit Act, the affirmative vote of a majority of the votes of the Members entitled to vote on any matter shall constitute approval of such matter.

Section 3.8 Waiver; Action Without a Meeting. No call or notice of any meeting of the Members shall be necessary if waiver of call and notice is signed by all the members of the Association pursuant to Section 16-6a-705 of the Nonprofit Act, or any amendment thereto. Subject to the provisions of Section 16-6a-705 of the Nonprofit Act, attendance by any member of the Association at a meeting shall constitute a waiver of notice to said meeting. Pursuant to Section 16-6a-707 of the Nonprofit Act, any action that may be taken at any annual or special meeting of the Members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Unless the written consent of all Members entitled to vote have been obtained, notice of any Member approval without a meeting shall be given at least ten

(10) days before the consummation of the transaction, action or event authorized by the Member action to those Members entitled to vote who have not consent in writing and any other persons required by Section 16-6a-707(2) of the Nonprofit Act.

ARTICLE IV BOARD, SELECTION AND TERM OF OFFICE

Section 4.1 Number of Board Members. Subject to the provision of the Declaration, the affairs of the Association shall be managed by a Board, which shall initially constitute two (2) Board members during the period of administrative control (as used in these Bylaws, such term shall have the meaning ascribed to such term in the Association Act) of the Association. Following the period of administrative control, the Association shall be governed by a Board of three (3) individuals who shall be appointed, replaced and removed by the vote of more than fifty percent (50%) of the Members. The Board shall constitute the governing body of the Association. Except as otherwise provided in the Declaration, the Board may act in all instances on behalf of the Association. Except for Board members elected or appointed by Declarant, each Board member shall be a Member (or if an Member is a corporation, partnership, limited liability company, or trust, a Board member may be an officer, partner, member, manager, trustee or beneficiary of such Member). If a Board member shall cease to meet such qualifications during his term, he will thereupon cease to be a Board member and his place on the Board shall be deemed vacant. The number of members of the Board may be increased or decreased (but not below three (3) members) by the affirmative vote of either (i) fifty percent (50%) of the Members, or (iii) fifty percent (50%) of the then-serving members of the Board; provided however, that no reduction in the size of the Board can eliminate the office of any member of the Board then-serving.

Section 4.2 Term of Office. Each Board member, unless he resigns, is removed or is otherwise disqualified to serve, shall serve for a period of approximately two (2) years after his or initial appointment, commencing on the day after the date of the annual meeting whereupon such person was appointed and ending upon the later of (i) the end of day upon which the second annual meeting after such member was appointed is held, and (ii) the date such member's successor is appointed. Notwithstanding the preceding, the term of one of the initial Board members appointed immediately following the period of administrative control shall be one (1) year to provide for a staggered Board.

Section 4.3 Removal. Any Board member (other than a Board member appointed by the Declarant pursuant to Section 3.7 hereof) may be removed from the Board, with or without cause, by a fifty percent (50%) of the Members of the Association. In the event of death, resignation or removal of a Board member prior to then end of his then-existing term, his successor shall be selected by the remaining Board members and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Board member shall receive compensation for any service he may render to the Association. However, any member of the Board may be reimbursed for his actual expenses incurred in the performance of his duties upon the approval by the Board.

Section 4.5 Action Taken Without a Meeting. Pursuant to Section 16-6a-813 of the Nonprofit Act, any action required or permitted to be made by the Board at a meeting may be taken without a meeting if each and every member of the Board in writing either (a) votes for the action, or (b)(i)(A) votes against the action, or (B) abstains from voting, and (ii) waives the right to demand that action not be taken without a meeting. Action is taken without a meeting if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the members of the Board were present and voted.

ARTICLE V

NOMINATION AND ELECTION OF BOARD MEMBERS AFTER PERIOD OF ADMINISTRATIVE CONTROL

Section 5.1 Nomination. Nomination for election to the Board shall be made by the Board. Nominations may also be made from the floor at the annual meeting of the Members. The Board shall make as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 5.2 Election. Election to the Board shall be 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5.3 Applicability. The provisions of Sections 5.1 and 5.2 shall apply to the election of Board members after the period of administrative control. During the period of administrative control, all Board members shall be elected or appointed by Declarant in accordance with Section 3.7 of these Bylaws and the Declaration.

ARTICLE VI

MEETINGS OF THE BOARD

Section 6.1 Regular Meetings. Regular meetings of the Board shall be held at least annually at such time and date as shall be determined by the Board. Assessments for the upcoming year shall be fixed at the annual meeting or as otherwise determined by the Board.

Section 6.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Board members, after not less than three days notice to each Board member. Such notices shall advise each Board member of the time, place and general purpose of the meeting, and shall be delivered personally, or shall be given by telephone or telegram, or, if sent by mail, such three (3) days' notice shall be deemed to have been given if the notice is postmarked at least five (5) days before the date of the meeting. By unanimous consent of the Board members, special meetings of the Board may be held at any time without call or notice, or waiver of call and notice.

Section 6.3 Quorum. A majority of the number of Board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of

the Board members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD; DELEGATION OF POWERS AND
DUTIES**

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, the Articles or these Bylaws directed to be exercised and done by the Members. The powers of the Board shall include, but not be limited to, the following:

- (a) To provide the necessary management and accounting and other services required in connection with operation and maintenance of the Project;
- (b) To enforce liens against Lots in the event of default by an Member in payment of money under the Declaration, and to enforce any other provisions thereof;
- (c) To authorize in their discretion refunds of excess Assessments; and
- (d) To enforce such rules and regulations pertaining to use and occupancy of the Lots and Common Areas and Facilities, as may be adopted by the Association and which are consistent with these Bylaws, the Articles and the Declaration (the "***Rules and Regulations***").

In the Board's discretion, the Board shall have the right to assign and delegate its power and authority over day-to-day management decisions to officers or third party management companies as the Board may deem appropriate.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The officers of this Association shall at least be a president and secretary, who shall at all times be members of the Board, and such other officers as the Board may from time to time by resolution create. The elected or appointed officers of the Association need not be Members.

Section 8.2 Election of Officers. The election of officers shall take place at an annual meeting of the Board members; provided, however, that elections of additional officers may be held at any other meeting of the Board specifically called for such purpose.

Section 8.3 Term and Vacancies. The officers of this Association shall be elected by the Board until he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board shall see that orders and resolutions of the Committee are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The president shall have the power to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Committee and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Committee.

Section 8.7 Election of Officers During Period of Administrative Control. Notwithstanding anything to the contrary contained in this Article VIII, during the period of Administrative Control, all officers of the Association shall be elected or appointed by Declarant in accordance with Section 3.7 of these Bylaws.

ARTICLE IX COMMITTEES

The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X AMENDMENTS; ORDER OF PRECEDENCE

During the period of administrative control, the Board, at any regular or special meeting, shall have the power to make, amend, and repeal the Bylaws by vote of a majority of the Board, provided that written notice of intention to make, amend or repeal the Bylaws in whole or in part shall have been given in the notice of the meeting. After the period of administrative control, at a regular or special meeting, the Members shall have the power to make, amend, and repeal the Bylaws by vote of at least 67% of the votes in the Association, provided that written notice of intention to make, amend, or repeal the Bylaws in whole or in part shall have been given in the notice of the meeting. These Bylaws may not be amended in a manner that is inconsistent with or conflicts with the terms of the Declaration or Articles of Incorporation of the Association, and in the event of any such amendment which is inconsistent or conflicts, the amendment shall be considered void. Any discrepancies or

conflicts between the provisions of the Utah Code Annotated, the Declaration, the Articles and Bylaws, and the Rules and Regulations shall, unless otherwise provided, be resolved by giving priority first to the statutes, second to the Declaration, third to the Articles, fourth to the Bylaws, and fifth to the Rules and Regulations.

**ARTICLE XI
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

MANAGERS CERTIFICATE

I, THE UNDERSIGNED, being the Manager of Legacy Ridge Homeowners Association, Inc., a Utah non-profit corporation, does hereby certify the foregoing to be the BYLAWS of such corporation, as adopted by the Board on 2 day February, 2016.

By: David Brotherson
Name: David Brotherson
Title: Manager

STATE OF UTAH)

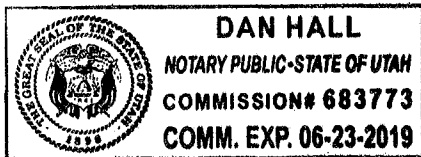
COUNTY OF UTAH)

The foregoing Declaration was acknowledged before me on this 2 day of February, 2016, by David Brotherson as authorized agent for Legacy Ridge Homeowners Association Inc, a Utah non-profit corporation

Witness my hand and official seal.

[Signature]

Notary Public
My Commission Expires: 06-23-2019



Legacy Ridge
PLAT 'A'

Commencing at a point located North 89°28'39" West along the Section line 917.28 feet and South 314.09 feet from the Northeast corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 81°27'37" East 63.52 feet; thence South 89°28'39" East 251.54 feet; thence South 59°53'36" East 188.07 feet; thence South 30°18'32" East 216.08 feet; thence South 03°16'08" East 530.50 feet; thence South 15°44'53" East 33.25 feet; thence South 130.04 feet; thence West 270.00 feet; thence along Plat "C", Legacy at Ercanbrack Farms the following 5 courses: North 130.05 feet, North 25°48'22" West 35.54 feet, North 03°16'08" West 482.53 feet, North 67°33'18" West 147.59 feet, South 88°42'11" West 191.01 feet; thence along Plat "A", Legacy at Ercanbrack Farms for following 3 courses: North 01°17'49" West 135.31 feet, North 28°00'17" East 36.07 feet, North 00°31'21" East 121.36 feet to the point of beginning.

AREA=7.61 acres

Legacy Ridge
PLAT 'B'

Commencing at a point located South 00°09'06" East along the Section line 739.22 feet and West 22.35 feet from the Northeast corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 06°49'04" East 54.86 feet; thence along the arc of a 441.00 foot radius curve to the right 51.31 feet (chord bears South 03°29'05" East 51.28 feet); thence South 00°09'06" East 419.07 feet; thence along the arc of a 26.00 foot radius curve to the right 40.91 feet (chord bears South 44°55'27" West 36.82 feet); thence West 256.21 feet; thence North 130.04 feet; thence North 15°44'53" West 33.25 feet; thence North 03°16'08" West 365.59 feet; thence East 136.76 feet; thence North 53°41'36" East 39.52 feet; thence North 89°50'54" East 132.74 feet to the point of beginning.

AREA=158,843 sq. ft. or 3.64 acres

Commencing at a point located North $89^{\circ}28'39''$ West along the Section line 45.75 feet and South 27.00 feet from the Northeast corner of Section 34, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 4.01 feet; thence along the arc of a 14.98 foot radius curve to the right 23.40 feet (chord bears South $44^{\circ}49'06''$ East 21.10 feet); thence South $00^{\circ}06'18''$ East along Main Street 385.54 feet; thence South $00^{\circ}17'19''$ East along said street 40.25 feet; thence along the arc of a 230.00 foot radius curve to the left 105.19 feet (chord bears South $75^{\circ}35'10''$ West 104.27 feet); thence South $62^{\circ}29'05''$ West 74.75 feet; thence along the arc of a 566.00 foot radius curve to the left 213.64 feet (chord bears South $11^{\circ}59'25''$ East 212.38 feet); thence South $53^{\circ}41'36''$ West 39.52 feet; thence West 136.76 feet; thence North $03^{\circ}16'08''$ West 164.91 feet; thence North $30^{\circ}18'32''$ West 216.08 feet; thence North $59^{\circ}53'36''$ West 188.07 feet; thence North $89^{\circ}28'39''$ West 251.54 feet; thence along Plat "A", Legacy at Ercanbrack Farms Subdivision the following 3 courses: North $05^{\circ}31'41''$ East 115.99 feet, North $35^{\circ}13'33''$ East 37.09 feet, North $00^{\circ}31'21''$ East 149.90 feet; thence South $89^{\circ}28'39''$ East along 2000 South Street 774.77 feet to the point of beginning.

AREA=359,067 sq. or 8.24 acres