

When Recorded Return To:

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Cache County, UT
Michael Gleed, Rec. - Filed By MLG
For HYDE PARK CITY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
THE LEGENDS AT NORTH PARK
(a Planned Unit Development)**

THIS DECLARATION, made this 26th day of April, 2013, by Northern Meadows-Development, Inc., as the owner of record of all of the subdivided lots (the "Lots") in the Northern Meadows Subdivision, Phase 3 hereafter referred to as the "Declarant":

RECITALS:

A. Declarant is the record owner of certain property located in Hyde Park, Cache County, State of Utah, which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the real property described above (the "Property"), to create a non-profit corporation under the Utah Revised Non-Profit Corporation Act to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, which said corporation is sometimes hereafter referred to as The Legends Home Owners Association, Inc. or the Association.

C. Declarant has caused or shall cause such Association to be created. The members of which shall be the respective owners of the various lots located in the subdivision. Each Owner of a lot shall be a member of the Association as provided in the Articles of Incorporation and each of the lots shall have one (1) vote in the Association. The common obligations of the Association shall be distributed in like percentages.

D. Declarant will develop and convey all of the lots, as herein defined, pursuant to a general plan for the Property and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Property and the lots as hereinafter set forth.

conveyed, encumbered, hypothecated, leased, used, occupied and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property and lots, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Property and each Lot thereon and shall be binding upon all persons having any right, title or interest in the Property and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Owner and his respective successors in interest; and may be enforced by an Owner and his successors in interest and/or by the Association.

F. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Northern Meadows-Development, Inc.'s rights to complete development of the Property and construction of improvements therein, nor Northern Meadows-Development, Inc.'s right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property owned by Northern Meadows-Development, Inc., nor Northern Meadows-Development, Inc.'s right to post signs incidental to construction, sales or leasing.

ARTICLE I GENERAL TERMS

A. The terms "Law" or "Laws" means and refers to the applicable and current laws of the State of Utah and Ordinances of Hyde Park City.

B. The terms "Planned Unit Development", "P.U.D." or "Development" or "Project" means and refers to The Legends at North Park.

C. The terms "Record of Survey Map" or "Survey Map" means and refers to the Survey map filed on record in the office of the Recorder of Cache County, Utah with the original Declaration and Surveyor's Certificate.

D. The term "Common Areas and Facilities" means and refers to:

1) Those Common Areas and Facilities specifically set forth and designated in the Record of Survey Map.

2) That part of the Project not specifically included within the respective Units as defined here.

3) All installations for and equipment connected for the furnishing of Project utility services such as electricity, gas, water, and sewer, specifically designated for Common Facilities by the Board of Directors.

4) All pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.

5) All other parts of the Project which are commonly used by everyone for necessary maintenance, safety, or management purposes.

6) All "Common Areas and Facilities" defined in the Law, whether or not listed here.

E. The terms "The Legends Home Owners Association", or "The Legends", or "Home Owners Association" means and refers to the Association of The Legends at North Park located in the Project including the original purchasers and others who may become Unit Owners in the future. It is expressly covenanted and agreed that the The Legends Home Owners Association, Inc. is an incorporated group of Unit Owners bound together by these Bylaws and other agreements as they may make to accomplish their purposes and objectives.

F. The terms "Unit" or "Lot" or "Lots" means and refers to any one or more of the lots contained in the Project.

G. The term "Living Unit" means and refers to a structure which is designed and intended for use and occupancy as a single family residence, together with all improvements located on the respective Lot which are used in conjunction with that residence.

H. The terms "Unit Owner" or "Home Owner" means and refers to the recorded owner (in the office of the Recorder of Cache County, Utah) of a fee or an undivided fee interest in a Unit, together with the undivided ownership interest in the Common Areas and Facilities adjacent to the home.

The terms "Unit Owner" or "Home Owner" does not refer to any mortgagee unless the mortgagee has acquired title due to foreclosure or other proceedings.

I. The term "Common Expenses" means and refers to all sums which may be lawfully spent on behalf of all the Unit Owners and assessed against the Unit Owners in accordance with the Laws, these Bylaws, and any other agreements, rules and regulations as the Owners or the Board of Directors may make and adopt.

J. The term "Board of Directors" means the Board of Directors of The Legends Home Owners Association, Inc. The board consists of the President, Vice-President, and Secretary of the Home Owners Association.

K. The term "Manager" means and refers to the person, persons, corporation or institution selected by the Board of Directors to manage the Project, who will be subject to the control of the Board of Directors.

L. The term "Mortgage" means and refers to any mortgage, deed of trust, or other security

instrument by which a unit is encumbered.

M. The term "Mortgagee" means and refers to any person named as the mortgagee or beneficiary of any mortgage under which the interest of any unit owner is encumbered.

N. The term "Bylaws" means the rules, regulations, covenants under which the Home Owners will operate and which are contained in this document.

O. The terms "Unit Number" or "Lot Number" refers to the number which designates a Unit or Lot on the Record of Survey Map.

P. The term "Family" means one or more persons, and no more than four (4), none of whom are less than seventeen (17) years of age, and one being 55 years of age or older. All members of this family must be related by blood, legal marriage or adoption, occupying a living unit as a single housekeeping unit. An exception to the relationship (by blood, legal marriage, or adoption) provisions may be allowed by a majority vote of Association members in instances in which reasons, of health and medical needs requiring live-in nursing care are offered as justification for an exception. Specific request, in writing to the Board of Directors and written approval is required for authorization.

Q. The term "Notices" means any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who is as an Owner at the time of such mailing.

R. The term "Enforcement" means enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violation or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by an Owner or his successors in interest and/or by the Association.

ARTICLE II SUBMISSION, COVENANTS, CONDITIONS, USE RESTRICTIONS AND UNDERSTANDINGS

A. Submission. It is the general purpose of the Home Owners Association to have the Project operated and maintained as a Personal Residence Planned Unit Development project. The Bylaws are written in accordance with the terms and provisions of the Law and is assumed to be in accordance with them.

B. Description of Improvements. The improvements included in the project are described on the Survey Map.

C. Bylaws to Govern Home Owners. This Declaration together with the Bylaws attached hereto and incorporated herein as **Exhibit "B"** constitute the rules, regulations, restrictions, limitations, conditions, and uses required of Home Owners, and are Laws that exist for the benefit of and will be binding upon all current Owners of any part of the Development, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

D. All Units and lots, and the related interests in the Common Areas and Facilities, constitute separate free-held estates for all purposes provided by the Law, and every unit or lot is conveyed, devised, leased, granted, encumbered, used, occupied or otherwise subject to the provision of these Bylaws and the Law. Each Unit Owner owns in fee simple the respective living unit structure and the lot subject to the restrictions, easements, right-of-ways, and conditions of the Bylaws. Real property is subject to and hereby reserved for unspecified utility easements for the benefit of other units and common areas and facilities of the Development for the purpose of delivering utilities to units and common areas. Each back yard is subject to a right-of-way for the Board of Directors or its designee for purposes of the maintenance of the grounds, fences and sprinkler system.

E. Common Areas and Facilities. Except as otherwise provided for, the Common Areas and Facilities are hereby set aside for the use and benefit of the respective Unit Owners in accordance with and for all purposes provided by the Law and these Covenants, Conditions, and Restrictions. Subject to the limits contained herein, any Unit Owner will have the non-exclusive right to use the Common Areas and Facilities. The Common Areas and Facilities may be used only in a manner consistent with their designed use. The Common Areas consists of the open spaces designated on the official plat as well as all streets and sidewalks within the PUD. The sprinkler system, streets, curbs, sidewalks, fences, street lights, storm water system and detention areas are common facilities. They are maintained by the Association and constitutes a common expense to the owners as well as lawn maintenance and snow removal. Subject to the herein, each Unit Owner owns the percentage of undivided interest in the Common Areas and Facilities as determined by dividing one (1) by thirty (30 the number of Units), i.e., 1/30. The percentages of undivided ownership interest shall be a part of the respective Units to which they have been assigned and shall not be conveyed away from them.

F. Property Rights in Common Areas.

1. Easement Privileges. Each Owner has the right and privilege to use and enjoy the Common Areas including, but not limited to, the right of traveling to and from his Lot and in and to the Common. Such right and privilege is a right of his ownership privilege and passes with title to each Lot and in no event shall it be taken away. Any Owner grants the use and enjoyment described in these Bylaws to any lessee or contract purchaser who buys, or leases, an Owner's Lot. Board of Director approval must be obtained prior to granting any lease contract.
2. Limitation on Easement Privileges. An Owners right and privilege to use and enjoy the Common Area's is subject to the following:
 - (a) The Board of Directors has the right to suspend an Owner's privilege to the use of

any amenities included in the Common Areas for any period during which an assessment on such Owner's Lot remains unpaid and for a period not exceeding ninety (90) days, or for any infraction by such Owner of the provisions of these Bylaws or of any rule or regulation enforced by the Association;

- (b) Hyde Park City, Cache County and any other governmental or quasi-governmental body having jurisdiction over the property has the right to access and right of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing fire protection and providing police and any other governmental or municipal service.
 - (c) The Board of Directors has the right to dedicate or transfer all of any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as maybe agreed to by the Directors. Any such dedication or transfer must however, be approved by two-thirds (2/3) of the vote of the Home Owners present in person or by proxy and entitled to vote at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed is sent to all Owners at least ten (10) days, but not more than thirty (30) days prior to the meeting date.
3. Encroachments. If any portion of a Living Unit is reconstructed to substantially duplicate the Living Unit originally constructed by the developer, and the work area encroaches upon the Common Areas or other Lots as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the development, a valid easement for the encroachment and for the maintenance of the same exists as long as the encroachment exists as determined by the Board of Directors. The Board of Directors must be notified of your intent to remodel before construction begins. This easement is intended to be a temporary circumstance to enable damaged property to be repaired properly and expeditiously, and delayed or frivolous work will not be tolerated. The Common areas must be restored to its original or better condition at the expense of the repairing party.

G. Condition, Maintenance and Use of Units. Each Living Unit is to be maintained by the Owner so as not to adversely affect the value or use of any other Unit. The Board of Directors has no obligation to maintain or care for the Living Units. Each unit must be maintained and kept in good repair, with damaged or weathered areas repaired or replaced in a timely manner and with good quality finish.

H. Capital Improvements. Additions or capital improvements to the Project which cost no more than \$500.00 may be authorized by the Board of Directors alone. Additions or capital improvements costing over \$500.00 must, prior to being constructed, be authorized by at least a majority of the ownership of The Legends. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its costs and prior to being constructed, be authorized by at least seventy-five percent (75%) of the Project's ownership.

I. Personal Obligation and Remedies for Nonpayment. Each Owner is deemed to covenant and agree to pay to the Home Owners Association the monthly and special common expense assessments described in these Bylaws. Ten percent (10%) interest annually will be charged on any past due balance within thirty (30) days of the due date, which due date is on the first (1st) day of the beginning of the month. Should any Unit Owner fail to pay, when due, his share of the Common Expenses, the Board of Directors may enforce any remedy provided in the Laws or otherwise available for collection of delinquent Common Expense assessments. In addition to other remedies, the delinquent common expenses become a lien on the delinquent unit as further described in Section 57-8-20, Utah Code Annotated, 1953 as amended. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments is joint and several, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the unit itself. No owner may exempt himself or his lot from liability for payment of the assessments by waiver of his rights concerning its common areas or by abandonment of his lot. Any relief obtained, whether or not through foreclosure proceedings, shall include the Board of Directors' costs and expenses, interest as provided herein and a reasonable attorney's fee. In the event of foreclosure, after institution of the action, the Board of Directors, without regard to the value of the Unit or the extent of the Owner's equity, will appointment a receiver to collect any income which may be produced by the Unit concerned.

J. Resolution for Violation of Covenants. If evidence of a violation of The Legends Covenants is observed, the following procedures should be implemented for resolution of the offense:

(1) Proof of the infraction must be documented using dates, time, pictures, etc., and turned over to the Board of Directors.

(2) The Board of Directors will extend written notice to the violating individuals, citing the article/paragraph observed as a violation. A date will be identified when the committee expects a response / resolution from the violating party.

(3) If no response is received in the time period allotted, written notice will be given stating the intent of the Board of Directors to seek legal assistance to enforce the Bylaws of Legends Association.

(4) Obtain legal counsel to resolve the Bylaws infraction. If lawyer fees and court costs are incurred, reimbursement of all fees and court costs will be paid by the violating party.

K. Damage to Project. In the event the Development improvements are destroyed or damaged to the extent of seventy-five percent (75%) or less of the value, the Board of Directors is responsible for repairing, rebuilding, and/or restoring the same to the condition they were in immediately prior to such destruction or damage, and the Board of Directors is, in this connection, entitled to use the proceeds of any and all insurance policies which it may have had in force on those premises as of the date of such destruction or damage. All of the Units shall be assessed and contribute any deficiency in direct relation to their respective percentage of undivided ownership interests in the Common Areas and Facilities. In the event the improvements of the Development are destroyed or damaged to the extent of more than seventy-

five percent (75%) of the value thereof, the Unit Owners shall, at a meeting duly called by the Board of Directors for that purpose, determine whether or not the premises should be rebuilt, repaired or disposed of. Unless owners representing not less than seventy-five percent (75%) of the interests in the Common Areas and Facilities agree to the disposal of the Facility, the Facility shall be repaired, rebuilt, or restored to the same condition as they were in immediately prior to the destruction or damage. In the event the cost of such repair, rebuilding or restoration exceeds the amount realized by the Board of Directors from the proceeds of any insurance policy or policies as are provided, the Unit Owners shall contribute to such cost in equal amounts.

L. Mortgage Protection. In the event an Owner falls behind in his payments / assessments for a period of thirty (30) or more days, the Board of Directors shall give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's Unit.

The lien for unpaid Common Expense assessments provided for under the Law and by these Bylaws are secondary to any first mortgage (or trust deed) affecting a Unit, but only to the extent of assessments which become due after the first mortgage is recorded and prior to foreclosure of the mortgage, exercise of a power of sale, or deed or assignment in lieu of foreclosure.

Unless all holders of first mortgages (or trust deeds) on the individual Units have given their prior written approval, neither the Board of Directors nor the Owners are entitled to:

- (1) Change the magnitude of the percentage or undivided ownership interest which is adjacent to any Unit.
- (2) Partition and subdivide any Unit or the Common Areas and Facilities; or
- (3) By act or omission seek to abandon the Project (except as provided in the Laws and in the event of substantial damage to the Units and the Common Areas and Facilities).

M. Selling or Leasing

1. Form To Convey Property. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Legends Lot shall describe the interest or estate involved substantially as follows:

All of Lot _____ of The Legends at North Park, according to the official plat dated _____, is subject to the CC&R's and Bylaws for The Legends of North Park, all on file in the Office of the Cache County Recorder.

Whether or not the description employed in any instrument is in the above-specified form, all provisions of these Bylaws are binding upon and are to the benefit of any party who acquires any interest in a Lot.

2. Any owner who desires to sell or lease his/her property must accomplish the following:
 - a. If a realty company or a non-owner person is employed/contracted to sell or lease the property, the owner shall complete the letter (**Attachment 1**) of these Bylaws, and submit it to the contracted seller (Realtor). This is to ensure that the realtor and prospective purchasers/renters become aware of the restrictions and covenants pertaining to ownership in The Legends of North Park, and to assure the Association that the prospective purchaser(s)/renters meet the age requirements.
 - b. If the owner sells/leases the home without a realtor, the letter should be addressed to the prospective buyer/renter.

N. Use Restrictions.

- (1) Use of Common Areas. The Common Areas shall be used only in a manner consistent with the community nature and with the use restrictions applicable to Lots and Living Units. No admission fees, charges for use, leases, or other incoming-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas.
- (2) Use of Lots and Living Units as Family Dwellings. All Lots are improved for Living Units and are restricted to that use, each to be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of the law, so as to create a nuisance or interfere with the rights of any Owner or in a way which would result in an increase of the costs of any insurance covering the Common Areas.

The Legends is designed and intended to be for adult living. The Legends has restrictions for adult living as necessary to provide important housing opportunities for older persons as provided for by HOPA Act of 1995. **At least 80 percent of the occupied units are restricted and limited to at least one resident being fifty five (55) years of age or older per unit. No more than two (2) persons may occupy each Living Unit unless all such persons are a family and are related by blood, legal marriage, or adoption, and then no more than four (4) such persons may so occupy each Living Unit. Of those, no more than two (2) persons may be children of one or both of the other persons, and those children shall be seventeen (17) years of age or older.** This restriction is to be understood to limit the occupancy of each home to four (4) persons. **A person is deemed a resident for purposes of this section upon residing in the complex for a period of fourteen (14) days in any thirty (30) day period.** Leasers are considered to be residents and are subject to these restrictions except that no more than two (2) leasers shall occupy a unit at one time, without written consent from the Board of Directors. The Board of Directors will publish and provide to all residents copies of these Bylaws and the Committee demonstrates an intent by the Legends Owners to provide

suitable and sufficient housing for persons 55 years of age or older. (See part I. Para. P)

- (3) Parking. A two-car garage is provided for each unit. Each unit may park up to three vehicles on each lot, two of which must be garaged, and the third, if any, must park in the driveway, leaving the entrance side of the driveway into the house unoccupied. Parking in driveways should never block sidewalks, roads, or curbs and gutters. Visitor parking for each unit is provided for two vehicles in each driveway and in the designated parking areas of the development. Vehicles should be parked in the garage when not in eminent use. Overnight parking is not allowed on any street within the Properties.

No boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the Common areas or the driveways of any Unit. Any boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property must fit within and be stored and kept within the Owner's garage. By approval of the Board of Directors, a designated oversized parking area, with in the common area (to be determined), maybe approved for the storage of boats, trailers, and recreational vehicles. At which time a special parking permit will be issued by the President of the Association. At no time is any commercial vehicle to be approved for storage.

No motor vehicle which is inoperable shall be allowed within the properties and common areas, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense.

- (4) Fences. No fences will be allowed except as approved by the Board of Directors.
- (5) Landscaping. The Legends at North Park has/will establish a master landscaping plan for the entire PUD, including each unit. Each unit owner may landscape the back, front and side yard designated planting areas in a reasonable manner as desired. Because Management provides lawn cutting and sprinkler maintenance within The Legends, each unit owner must adhere to the master landscaping plan for each unit. A list of approved plants and vegetation will be included with the master plan in order to conform to unity within the development. Each designated planting area will be the responsibility of the unit owner to maintain, and shall be continuously maintained to preserve a well-kept appearance. The Board of Directors or a designated representative will inspect and evaluate all landscaping. The homeowner will have 30 days to remedy any unsightly or hazardous situation. Should the owner fail to do so, the Association, or its successor, may order the necessary work done at the expense of the Owner of the Lot. Lots that are held in ownership but not occupied are subject to the same maintenance conditions. Any tree causing damage to any property in Legends will be the financial responsibility

of the tree owner.

- (6) Non-Residential Use. No part of Legends shall be used for any commercial, manufacturing mercantile, storing, vending, (except as may be installed as a convenience by the Association) or other such non-residential purposes except as approved by a majority vote of the Board of Directors.
- (7) Signs. A sign representing “The Legends of North Park” will be placed in the front entrance of the development for identification and location purposes and will be maintained by the Association. A model home sign may be erected and temporary displayed in the front yard of that home. This is only for the purpose of sales and marketing of The Legends of North Park development, and at the conclusion the sign must be removed. When a home is placed for sale or lease, one professional or commercially created “For Sale” sign, no larger than 16x20 inches may be displayed in a front window, or one (1) professional Realty Company sign may be displayed at approximately waist height in the front yard. No other signs are permitted, including political or commercial signs.
- (8) Quiet Enjoyment. No obnoxious or offensive trade or activity shall be carried out upon any Lot or upon any part of The Legends, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, or which in any way interferes with the quiet enjoyment of each of the owners of their respective Living Unit, Lot, or Common Areas or which in any way increases the rate of insurance.
- (9) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, shed, or other out building shall be used on any lot at any time except as may be needed for construction purposes. No exercise equipment, children’s playground equipment such as playhouses, swing sets, etc. may be placed on any part of a yard for any period of time – no matter how brief. No clothes lines or flag poles.
- (10) External Apparatus. One small (<12sf) decorative banner or flag maybe permitted to be hung off the external wall of the Unit. No Lot owner shall cause or permit anything else to hang, be displayed or otherwise affixed to or be placed on the external walls or roof or any part thereof, or on the outside of windows or doors.
- (11) Animals. No animals or birds of any kind shall be raised, bred or kept in any building, or on any portion of the Property, except that no more than two (2) usual and ordinary household pets, such as dogs, cats or birds, may be kept, provided that they are kept under reasonable control at all times. Any such dog shall be kept on a leash at all times when the dog is outside and within the Common area. Owners shall prevent their pets from soiling any portions of the Common Area, and in the event a pet does soil a portion of the Common Area, the Owner or persons in control of such pet shall immediately clean up after the pet. The Board

of Directors may enact reasonable rules respecting the keeping of animals within the Project, including noise restrictions, and may designate animals not be allowed on any part of the Property. It is intended that all permitted pets shall be small household pets less than 20lbs, to be kept indoors and not left outdoors overnight. No animal or bird may be kept on the property which result in an annoyance or obnoxious, by noise, smell or otherwise, to the other Owners within The Legends at North Park.

- (12) Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon. All garbage or trash receptacles, including recyclable containers, shall be stored in the garage except on trash collection day. No clothes lines refuse containers, woodpiles, storage sheds, or storage areas, machinery and equipment will be allowed upon any Lot.
- (13) Electronic Antennas. No television, radio, or other electronic antenna or devise of any type shall be erected, constructed, placed or permitted to remain on the exterior of any Living Units or structures on the Lots unless specifically approved by the Board of Directors. A TV dish not exceeding 18" may be attached to a roof in a non-obtrusive place.

O. Architectural Control.

- (1) Architectural Control Committee. The Board of Directors may appoint a three (3) member Architectural Committee, the function of which is to insure that all exteriors of Living Units and landscaping within the Development harmonize with existing surroundings and structures. The Architectural Committee need not be composed of Home Owners. If such a Committee is not appointed, the Board of Directors itself performs the duties required of the Committee.
- (2) Submission to Committee. No home, accessory or addition to a Living Unit which is visible from the Common Areas, landscaping or other improvement of a Lot which is visible from the Common Areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any Living Unit be performed, unless complete plans and specifications therefore have first been submitted to an approved by the Architectural Control Committee.
- (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 insure that all improvements, construction, landscaping, and alterations on Lots within The Legends conform to and harmonize with existing surroundings and structures. The Board of Directors may formulate general guidelines and procedures and the Architectural Control Committee, or the Board of Directors, as the case may be, shall act in accordance with such guidelines and procedures.

- (4) Approval Procedure. Any plans and specifications submitted to the Architectural Control Committee are to 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 is deemed to have approved the material submitted.
- (5) Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural Committee shall be diligently prosecuted to completion. If reasonably necessary to complete such improvement, construction, landscaping, or alteration, the person or persons carrying out the same are entitled to temporary use and occupancy of portions of the Common Areas in the vicinity of the activity.
- (6) Disclaimer of Liability. Neither the Architectural Committee, nor any member thereof acting in good faith are liable to the Board of Directors or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings, or specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development or manner of development of any of the property, or (d) any engineering or other defect in approved plans and specifications.
- (7) Non-waiver. The approval by the Architectural Committee of any plans and specifications for any work done or proposed does not constitute a waiver of any right of the Architectural Committee to disapprove any similar plans and specifications.
- (8) Exteriors. Replacement of roofs shall be of the same type of material as existing roof and the color must be the same or similar. Replacement of siding, stucco, brick or rock should be in harmony with neighboring homes.

P. Amendment. The Unit Owners have the right to amend these Covenants and/or record of Survey Map upon the approval and consent of Unit Owners representing not less than two-thirds (2/3) of the interests in the Common Areas and Facilities. Any amendment if authorized shall be accomplished through the legal recording of the amendment by the Board of Directors.

Q. Compliance. Each Home Owner, tenant, or occupant shall comply with the provisions of the Laws, these Bylaws, and all agreements and determinations lawfully made or entered into by the Legends Owners Group and the Board of Directors or Manager, where acting within their authority; and any failure to comply with any of the provisions of Laws, Bylaws, procedures, agreements and/or determinations, or of any amendments thereto, are grounds for an action by the Owners Group or the Board of Directors to recover any loss or damage resulting therefrom, or for injunctive relief.

R. Record of Ownership. Whenever there is a change for any reason, in the ownership of a home, or a part thereof, and its interest in the Common Areas and Facilities, the Legends Home

Owners Association, the Board of Directors or the Manager, may require as a condition to recognizing the new Unit Owner, or Owners, that the new Unit Owner/owners furnish evidence substantiating the new ownership, including copies of legal papers, documents or court proceedings.

S. Condemnation. If at any time the Common Areas or any part thereof is taken or condemned by any authority having the power of eminent domain, the Association shall represent the lot owners in these proceedings, negotiations, settlements or agreements. All compensation and damages is payable to the Board of Directors and shall be used promptly by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hands of the Board of Directors which are proceeds for the taking of any portion of the Common Areas shall be disposed of as the Board of Directors determines; provided, however, that in the event of a case in which any Lot is eliminated, the Board of Directors shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of that Lot to such Owner and any first Mortgagee of the Lot, as their interests shall appear, after deducting the proportionate share of the Lot for the cost of debris removal, if any.

T. Miscellaneous. The provisions of these Covenants, Conditions, Restrictions, and Bylaws are in addition and supplemental to the provisions of the applicable Laws.

U. Severability

Invalidation of any provision of the Bylaws, Covenants, Conditions, or Use Restrictions by judgment or court order shall be in no wise effect any of the other provisions which shall remain in full force and effect

ARTICLE III SPECIFIC RESTRICTIONS

A. Intent of Restrictions on Improvements. Declarant intends by these covenants to restrict the design, materials used, and landscaping of improvements only to the extent of insuring quality in external appearance and maintaining property values on a long-term basis.

B. Type of Structure. No building other than one single family dwelling house and appropriate buildings as defined by the Hyde Park City Zoning Laws for A-1 Zone shall not be erected on any of the Lots, nor shall any house constructed on any of the Lots be used for any purpose other than a dwelling house.

C. Materials. A minimum of different types of exterior wall materials should be used. There

should be strong transitions between changes of material and plane. All materials, with the exception of windows, should be non-reflective in character, or surface shall be treated to eliminate the reflectiveness of the material. Aluminum window frames are to be anodized or acrylic coated to create a non-reflective finish.

D. Colors. The colors of all structures should blend with the other structures on the Lot, with neighboring structures, and with the natural landscape. The use of earth-tone colors is recommended. All projections such as vents, rain gutters and down spouts are to be painted to match the color of the surface from which they project or painted in an approved color.

E. Siding. All sides of the structures should receive design consideration since most sites expose all sides to either a neighbor or vehicular traffic; a facade unrelated to the rest of the structure is not in keeping with acceptable design. The selection of material for the siding of the home should consider the inherent wildfire potential of the site. The siding should use a non-combustible material such as concrete masonry, brick veneer at least three (3) inches thick, cement plaster, or stucco siding in compliance with the exterior finishes requirements of the U.B.C. No aluminum or steel siding shall be permitted.

F. Roofs. All roofing shall be asphalt shingles, In keeping with the traditional style and to respond to climatic conditions of the region the minimum roof pitch shall be 4.5 degrees.

G. Exterior Lighting. All exterior lights shall relate well to the architectural style of the home. All exterior lights shall employ the use of directional down lighting to minimize the amount of ambient light affecting neighbors, and to minimize the overall visual impact of the subdivision's nighttime lighting. Exterior lights must be mounted to the residence, garage, or on a free standing pole no greater than 10 feet in height. Large area, overhead lights are not permitted.

H. Residence Size must be at least TWELVE HUNDRED (1,200) square feet on the main floor and does not include the finished garage.

1. All buildings shall be a one-story or rambler type and must not exceed 28 feet in height as measured from the highest grade along the front facade.
2. Unit numbers 6-9 and 11, 13, 15, 17, 19 & 20 may be approved for full basement foundation if desired. All other units are required to be slab on grade type one story homes.

I. Preservation of Views. The Association shall review the planting and growth of trees on Lots in order to prevent one Lot owner or occupant from planting trees, or allowing trees to grow, so as to significantly and substantially impair the view from the other lots. The lot owner or his occupant shall abide by any written decision or order of the Association to cut back and remove trees or other plants that are found to impair the view from other lots. If the lot owner refusing to comply with the direction of said Association, the Association has power to perform said requests and charge the total to the Owner, plus the labor and time costs of completing said work.

J. Site planning. All structures should be designed to relate to grade conditions with a minimum of grading and exposed foundation wall or retention wall. Any grade changes shall be in keeping with the general appearance of neighboring developed areas and the orientation of individual building sites shall be such as to maintain maximum natural topography and cover.

K. Drainage and Erosion Control. Construction must not cause excessive soil erosion and runoff. Proper measures must be taken to reduce erosion during construction such as control bars, vegetative mats, and temporary containment basins. Site plans must incorporate on-site management of surface runoff.

L. Diligence in Construction of Improvements. Once the construction of any residence is begun, work thereon must proceed diligently and be completed within Six (6) months. Measures must be taken during and after construction to minimize erosion and runoff which may impact surrounding landowners. On-site catch basins, erosion bars, vegetation mats, or other temporary features should be implemented until the site work is completed.

M. Temporary Trailers or Buildings. No trailer, tent, shack, barn, temporary out-building, or guesthouse shall be erected or stored on any of the lots in the subdivision. If use of a temporary trailer, only for construction purposes, is approved by the Association, said trailer shall be parked immediately adjacent to the residence being constructed and may be on site for no more than six (6) months.

ARTICLE IV AUTHORITY OF HOME OWNERS ASSOCIATION

A. The Association shall have the right to approve or disapprove any building plans and specifications submitted. It shall be in the Association's sole discretion to determine if a submitted plan is in harmony with the neighborhood and may require changes in plans and specifications as it sees fit to bring such plans into harmony with the neighborhood.

B. The Association shall maintain, repair and otherwise manage the head gate in the canal that supplies secondary irrigation water to The Legends at North Park, and the irrigation pipe, pump, and/or fixtures provided to each Lot and Common areas.

C. The Association shall provide lawn care for all units, including front, side and rear yards as well as all Common areas. Lawn care includes lawn cutting and trimming, fertilization, weed control and aerating.

D. The Association shall provide snow removal anytime accumulations are greater than one and a half inches (1 1/2"). Snow removal includes plowing of the roads, shoveling walkways and driveways, but will not be liable for the timeliness of such shoveling, nor for icy or slick walkways, driveways or roads.

E. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common areas and any lot to perform the duties of maintenance and repair.

F. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas in The Legends at North Park. The Association shall also maintain coverage for all Officers, Directors and Employees of the Association. Each insurance policy maintained shall be written by an insurance carrier which is licensed to transact business in the State of Utah. All insurance policies shall be reviewed annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient for the Association.

G. The expenses incurred by the Association for, but not limited to, maintenance and repair, lawn care, snow removal, fences or gates, signs, insurance and other expenses shall be paid for with funds from the common expense fund. The common expense fund is accumulation of monies received from monthly Association dues.

H. The Association has full power of authority to do whatever is legally necessary to enforce the terms of this Declaration. Any Owner who violates any term of this Declaration or subsequent rules and restrictions put in place by the Association not inconsistent with this Declaration, shall be obligated to pay all enforcement costs incurred by the Association, including reasonable attorney fees and court costs.

ARTICLE V ASSESSMENTS

A. Agreement to pay Assessments. Each Owner of any Unit or Lot shall be deemed to covenant and agree with each other, and with the Association, to pay to the Association all assessments made by the Association for the purpose of paying expenses related to the running of the Home Owners Association.

B. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the annual assessment shall be not greater than \$100.00 per month, payable to The Legends HOA. Each year thereafter on January 1 the annual assessment may be increased, if deemed necessary by the Board of Directors, fifteen percent (15%). If an increase is determined to be more than the fifteen percent (15%) then a vote of at least seventy five percent (75%) of the votes of the Members, who are voting in person or by proxy, at a meeting duly called for this purpose.

C. Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1st and ending December 31st. Each year on December 1st the Board of Directors prepare, or cause to be prepared, and furnish to each Owner an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common expenses for such fiscal

year, anticipated receipts and any deficit or surplus from the prior year operating period. The budget should show an adequate reserve fund and working capital fund. The budget shall serve as a supporting document for the annual assessment for the upcoming fiscal year and as a guideline under which the Association shall be operated during such annual period.

D. Inadequate Funds and Special Assessments. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owners assessment, the Board of Directors may, on behalf of the Association, levy additional assessments. A vote of a Special Assessment shall be at least Sixty Six percent (66%) of the voting power of the Association in person or by proxy at a meeting called for such purpose. The Association may levy an additional assessment without a vote of the Owners so long as such additional assessment is only to cover the cost of utility rate increases which take effect after the annual budget is prepared. All special assessments carry the same as Article II, I. All funds received from the special assessment shall be part of the Common Expenses.

ARTICLE VI AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a written instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

DECLARANT has executed this Declaration on the day and year first above written.

NORTHERN MEADOWS - DEVELOPMENT, Inc., a Utah corporation.

By: *Michael R. Cooper*
MICHAEL R. COOPER
Its: President

STATE OF UTAH)
 :SS
COUNTY OF CACHE)

On the 26th day of April, 2013, personally appeared before me MICHAEL R. COOPER, who being by me duly sworn did say that she is the President of Northern Meadows-Development, Inc., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said company by authority of a resolution of its Board of Directors, and the said MICHAEL R. COOPER duly acknowledged to me that said company executed the same.



Shannon Lindsay
NOTARY PUBLIC

EXHIBIT "A"

The Legends of North Park (Northern Meadows, Phase 3)

Part of the Northeast Quarter of Section 15, Township 12 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at a Cache County Monument at the Northwest Corner of Section 15, Township 12 North, Range 1 East of the Salt Lake Baseline and Meridian thence N 89°26'51" E 4764.529 feet; thence South 1101.36 feet to the POINT OF BEGINNING and running thence

thence S88°03'12"E 551.44 feet;
thence S01°56'48"W 97.13 feet;
thence N86°57'53"E 16.55 feet to a point of the west bank of the Logan Hyde Park Canal;

thence along said west bank the next six courses:

- 1) thence S30°55'01"W 5.98 feet;
- 2) thence S22°59'41"W 37.08 feet;
- 3) thence S14°39'26"W 124.99 feet;
- 4) thence S14°32'40"W 39.29 feet;
- 5) thence S19°49'52"W 68.44 feet;
- 6) thence S27°44'01"W 125.88 feet;

thence leaving said west bank S73°09'02"W 49.06 feet;
thence S53°37'20"W 40.43 feet;
thence N88°03'12"W 250.48 feet;
thence N67°24'49"W 31.22 feet;
thence N88°03'12"W 82.00 feet;
thence N01°56'48"E 504.16 feet to the point of beginning, containing 6.0 acres more or less.

FOR SALE OR LEASING OF PROPERTY

Attachment 1.

Pg 1

TO _____
Real Estate Company or prospective buyer

The Home at _____, Hyde Park, UT, which is under a sales/lease agreement with your company, is in a Restrictive P.U.D Community called THE LEGENDS.

As such, potential owners or renters are subject to restrictions and limitations, some of which are:

1. Residents of each Living Unit are restricted and limited to at least one resident being fifty five (55) years of age or older.
2. For Owners, no more than one or more persons, and no more than four (4), none of whom are less than seventeen (17) years of age, and one being 55 years of age or older. All members of this family must be related by blood, legal marriage or adoption, occupying a living unit as a single housekeeping unit. An exception to the relationship (by blood, legal marriage, or adoption) provisions may be allowed by a majority vote of Association members in instances in which reasons, of health and medical needs requiring live-in nursing care are offered as justification for an exception. Specific request, in writing to the Board of Directors and written approval is required for authorization.
3. Leasers (renters) are considered to be residents and are subject to these restrictions except that no more than two (2) leasers (renters), related as in paragraph 2 above and one of whom is fifty five (55) years of age or older, shall occupy a unit at one time, without written consent from the Board of Directors.
4. Proof of age is necessary, and must be provided to The Legends Home Owners Association.
5. Monthly maintenance fees are collected and used for lawn care, snow removal and common area insurance, maintenance and other approved expenses.
6. Individual home fire insurance is required to be maintained by each home owner. Home Owners are responsible for cleanliness and upkeep of flowers/shrubs in planting areas.
7. Other Bylaw restrictions include, pets, use restrictions, property rights, architectural control, operation and maintenance and other provisions. The Bylaws should be reviewed before purchase or lease.

Please bring these items to the attention of all prospective buyers or leasers (renters).

Please return this letter with a copy of the prospective purchasers/leasers driver's license or ID card and signature to statement below, to the current President of The Legends HOA.

Ent 1088650 Bk 1770 Pg 1817

FOR SALE OR LEASING OF PROPERTY

**Attachment 1.
Pg 2**

I _____ am 55 years of age or older and
(New owner/leaser) agree to adhere and abide by The Legends Bylaws and CC&R's if the sale
or rental agreement is finalized.

Date _____

Signature _____
Purchaser/Leaser

Signature _____
Home Owner/Seller

Thank you for your assistance

Ent 1088650 Bk 1770 Pg 1818

**EXHIBIT B
BYLAWS
THE LEGENDS HOME OWNERS ASSOCIATION, INC.**

ARTICLE I

Declaration of Covenants

The Declaration of Covenants, Conditions, and Use Restrictions for the "Legends" Planned Unit Development (P.U.D.), and all amendments thereto, are hereby incorporated and made a part of these Bylaws by reference.

ARTICLE II

Membership and Voting

Section 1. The corporation shall not issue any capital stock, nor membership certificates. Membership shall be limited to those property owners who reside in the "Legends" Planned Unit Development (P.U.D.) located in Hyde Park, Cache County, State of Utah.

In the event of dispute as to membership, the membership shall be determined based on the ownership of such lot as shown in the public records of the Cache County, State of Utah.

The names under which membership appears on the books and records of the corporation shall be maintained until such time as satisfactory evidence of a change in membership is presented to the secretary.

Section 2. (a) Residential lot owners shall be entitled to one (1) vote collectively for each lot owned, regardless of the number of persons who hold title to the lot.

(b) The vote for each such lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any lot owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he, she, or they were acting with the authority and consent of all other owners of the same lot, unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved is not counted for any purpose whatsoever other than to determine whether a quorum exists.

(c) The right to vote may not be severed or separated from the ownership of the lot to which it is appurtenant. Any sale, transfer, or conveyance of such lot to a new owner or owners shall operate automatically to transfer the appurtenant vote to the new owner.

ARTICLE III

Offices

The principal office of the corporation shall be in the city of Logan, Utah, and such office shall be the registered office of the corporation within the State.

ARTICLE IV

Meeting of Members

Section 1. All meetings will be held in the City of Hyde Park, Utah, at a time and place designated by the Board of Directors.

Section 2. The regular meetings of the Home Owners are held in January of each year. Owners shall be notified of all meetings at least ten (10) but not more than thirty (30) days before the date of such meeting, personally delivered or mailed to each person who appears as an Owner, at the latest address for those persons appearing, in the records of the Board of Directors at the time of delivery or mailing. The notice shall state the time, place, and general purpose of the meeting.

Section 3. Special meetings of the Home Owners may be called by the President, by any two (2) members of the Board of Directors, or by The Legends Home Owners cumulatively holding at least one-fourth (1/4) of the ownership interest in the Project. At least seven (7) but not more than thirty (30) days before the date set for a special meeting written notice is given in the manner described in the preceding section.

Section 4. No notice of any of The Legends Owners meeting is required if a waiver of such notice is signed by all the Home Owners. Whenever all the Home Owners meet in person or by proxy that meeting is valid for all purposes. The presence of enough Owners entitled to cast a majority of all the ownership interest in the Project constitutes a quorum for the transaction of business at any Legends Home Owners meeting. In the event a quorum is not present at a meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours, and no later than thirty (30) days, after the time set for the original meeting. No notice of such rescheduled meeting is required. The presence of Home Owners entitled to cast thirty percent (30%) of all the ownership interest in the Project constitutes a quorum at a rescheduled meeting.

ARTICLE V

Board of Directors

Section 1. Composition of the Board of Directors. The present Board of Directors (also referred herein as the "Board", "Directors" or "Board member") is

composed of three (3) members: President, Vice President, and Secretary or Secretary/Treasurer. The number of Directors shall be between three (3) and five (5) and may be changed from time to time at the discretion of the present Board members. At each annual Owners meeting, any vacant seat on the Board will be filled. Normally the President's term of office expires at this time. Customarily the Vice-President advances to the office of President, requiring election of a new Vice President. The term of office as Vice President is for one (1) year, then he/she advances to the office of President, which is also a one (1) year term. A Secretary/Treasurer's term of office is two (2) years, therefore, a Secretary/Treasurer is only elected every other year. All other board members (when 5 board members are used) will serve a 2-year term. The individual serving as vice president will move to the position of president during his second year in office, and a new vice president will be voted in. Elections will be held yearly. Board member #1 will take office on odd-numbered calendar years, and board member #2 will take office on even-numbered calendar years. A Home Owner need not be present at the election meeting to be nominated and elected to office. Only The Legends Home Owners, Agents of owners, or Trustees of Owners, are eligible to be on the Board of Directors. A majority vote of the number of Home Owners present is required for election to any office. If three or more nominees are competing for the same office, a runoff election is required for the two candidates with the most votes. Each home owner is entitled to cast one (1) vote for each office vacancy, i.e., one vote per home per office.

Section 2. Status and Authority of Board of Directors. The Board of Directors, in connection with its exercise of any of the powers listed in subparagraphs (1) through (8) below, constitutes a legal entity and is hereby granted the following authority and powers:

- (1) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities and in areas of the living units as herein reserved.
- (2) The authority to execute and record, on behalf of all the Unit Owners, any amendment to these Bylaws or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
- (3) The power and capacity to sue and be sued.
- (4) The authority to enter into contracts which in any way concern the Project, so long as any necessary vote or consent by the Unit Owners has been obtained.
- (5) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent necessary under the circumstances.
- (6) The power and authority to add any interest in real property obtained in accordance with subparagraph (5) above to the Development, so long as that action has been authorized by the necessary vote or consent.
- (7) The authority to make such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Development is

Maintained and used in a manner consistent with the interest of the Unit Owners.

(8) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions as agent for the Unit Owners.

Any agreement made by the current and legally elected Board of Directors, which states that the Board of Directors is working as an agent for the Legends Home Owners Association, is legitimate and binding upon whomever or what-so-ever the agreement is made.

Section 3. Board of Directors Responsibilities. The Common Areas and Facilities of The Legends, is managed, operated and maintained by the Board of Directors as agent for The Legends Home Owners Group, in accordance with the terms, conditions and provisions of the Laws, these Bylaws, and all other agreements and determinations, lawfully made and/or entered into by The Legends Homeowners Association, Inc.

Section 4. Operation and Maintenance. The Board of Directors is responsible to authorize payment for all utility services furnished to the common areas. The Board of Directors provides for maintenance and operation of the Common Areas and Facilities, as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. Usually an annual contract is made with a lawn care and/or snow removal company to care for the Common areas and Facilities. These are services provided by the association and paid by Home Owners monthly dues. Snow removal will occur as needed after each snow storm has ceased and the depth of snow is one-and-a-half (1-1/2) inches or more. Each owner pays for all utility services which are separately billed and metered to individual lots by the utility or other party furnishing such service. (This includes the power that operates each yard light. That power is metered through the individual unit electrical boxes and is included in the monthly charge on your electrical bill. Replacement of yard lamp bulbs and light sensors is the responsibility of the Unit Owner). Requests for upgrading of any services must be made to the Board of Directors for approval, but will be the financial responsibility of the owner.

Section 5. Payment of Expenses. Before The Legends Home Owners Association meeting each year, the Board of Directors prepares a budget which sets forth an itemization of the Common Expenses which are anticipated for the 12-month period, from January 1st to December 31st. Such budget takes into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund an appropriate reserve to cover major repair or replacement of portions of the Common Areas and Facilities. The total of such expenses is apportioned among all Units on the basis of their percentages of undivided ownership interest. Prior to the first day of each month during the fiscal year covered by the budget each unit owner pays to the Board of Directors as his share of the Common Expenses, one-twelfth of the amount apportioned to his Unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Board of Directors may make an equitable change in the amount of payments. Any change in fees must be ratified by a majority vote of The Legends Owners at a special meeting or next regular meeting of the Legends Home Owners Association. The Board of Directors determines the dates and manner of payment, and

may alter this method of assessing the Common Expenses to the Unit Owners as long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Unit during a 12-month period be an equal amount for each unit.

Section 6. Board of Directors and Agents. The Board of Directors performs its functions through actions of its own members and/or through those agents or employees the Board may appoint. Any agent, or employee of the Board of Directors may at any time be removed with or without cause by the vote of a majority of the Board of Directors Members. A majority vote of The Legends Owners is required to remove a member of the Board of Directors.

Section 7. Board of Directors Meetings. A regular meeting of the Board is held annually. Usually this will occur sometime soon after the annual meeting in which elections took place. Other regular meetings will be held at regular intervals at such time and place as the Board may provide. No notice need be given of regular Board meetings. Special Board meetings will be held whenever called by the President or by any two (2) members of the Board. Either oral or written notice of special meetings will, unless a waiver of such notice is signed by all members, be given to each Board member at least twenty-four (24) hours before the time fixed for the meeting. Any meeting attended by all Board members will be valid for all purposes. A quorum for the transaction of business at any Board meeting consists of a majority of all the members then in office.

Section 8. Special Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more special committees, each special committee to consist of two (2) or more, of The Legends Home Owners, which, to the extent provided in the resolution, shall have and may exercise the powers in the resolution. A special committee will have such name as may be determined from time to time by resolution by the Board of Directors. Special committees shall keep regular minutes of their proceedings and report them to the Board of Directors when required. The President may appoint persons to fill vacancies on special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 9. Project Manager. The Board of Directors may use a Project Manager for any of its functions and responsibilities. The Project Manager is elected or selected by a majority vote of the Board of Directors. Any Manager so engaged is an independent contractor and not an agent or employee of the Board of Directors. He is responsible for managing the Project for the benefit of the Board and the Unit Owners, and is, to the extent permitted by law and the terms of the agreement with the Board, authorized to perform any of the functions or acts required or permitted to be performed by the Board of Directors itself.

ARTICLE VI

Ent 1088650 Bk 1770 Pg 1823

Officers

Section 1. The officers of the Board of Directors, and their respective powers and functions,

are be as follows:

- (1) President. The President is the chief executive of the Development and of the Board of Directors and exercises general supervision over the property and affairs of The Legends at North Park. He/she signs on behalf of The Legends Home Owners Association all conveyances, mortgages and contracts of importance to its business, and performs all acts and things which the Board of Directors may require of him/her. The President is invited to attend meetings of each special committee, and is an ex officio member of any committee of which he/she desires.
- (2) Vice President. In the event of the President's absence or inability to act, the Vice President has the powers of the President. He/she performs any other duties as the Board of Directors may direct
- (3) Secretary. The Secretary keeps the minutes of meetings of the Board of Directors and of the Legends Home Owners Association, and books and records as any resolution of the Board of Directors requires him/her to keep. He/she is the custodian of the records of the Development, as are normally kept by a secretary. He/she performs such other services as the Board of Directors may direct. An Assistant Secretary may be elected who, in the event of the Secretary's absence or inability to act, performs the duties and functions of the Secretary.
- (4) Treasurer. The Treasurer has the custody and control of the funds available to the Project, subject to the direction of the Board of Directors. He/she, when requested by the President, reports the state of finances of the Project at each Annual Meeting of the Legends Home Owners and at any meeting of the Board of Directors may require. The same Board member may hold the office of Vice President and Treasurer, or of Secretary and Treasurer.
- (5) In the event a seat of the Board of Directors becomes vacant for any cause, the remaining Board members shall elect a replacement to sit on the Board until the expiration of the term for which the member being replaced was elected. A member serves on the Board of Directors until his successor is elected and qualifies.
- (6) All current and prospective owners must be aware that they have the opportunity and obligation for service in any and all of these offices, and they should be active participants in the administration of the development.

Section 2. The officers of the Board of Directors shall not receive compensation or stipend for their services unless approved by a 2/3 majority vote at any meeting of the Home Owners. Board members are reimbursed for all expenses reasonably incurred in connection with Board business. Members of the Board of Directors are not precluded from serving the Development in other capacities and receiving compensation for any additional duty.

ARTICLE VII

Finance

Section 1. The money of the corporation shall be deposited in the name of the corporation in such depository or depositories as may be designated by the Board of Directors.

Section 2. An audit of the financial records of The Legends Home Owners Association shall be conducted whenever the Treasurer is changed or whenever a Treasurer is re-elected for another two year term. Two (2) persons are appointed by the Board of Directors to complete the audit. Both persons may be The Legends Home Owners or spouses of the Owners.

ARTICLE VIII

Insurance

Section 1. The Board of Directors shall secure and at all times maintain the following insurance coverage:

- 1) A policy or policies insuring the Board of Directors, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the common areas which may arise among themselves, to the public, or to any invitees or tenants of the Development or of the Unit Owners. Limits of liability under such insurance shall be not less than \$1,000,000 for any one person injured, \$2,000,000 for all persons injured in any one accident, and \$1,000,000 for property damage resulting from one occurrence.

The following additional provisions apply with respect to insurance:

- (i) In addition to the insurance described above, the Board of Directors may secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with P.U.D. projects.
- (ii) All policies shall be written by a company holding a rating "A" or better from A.M. Best's Insurance Reports.
- (iii) The Board of Directors has the authority to assess losses to each owner.
- (iv) Insurance secured and maintained by the Board of Directors shall not cover individual home units or insurance held by the individual unit Owners or their mortgagee.
- (v) Each policy of insurance obtained by the Board of Directors shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Board of Directors, the Manager, the Unit

Owners, and their respective servants, agents, quests, tenants, and invitees; That it cannot be canceled, suspended, or invalidated due to the conduct of the Manager or of any member, officer, or employee of the Board without a prior written demand that the defect be cured; That any "no other insurance" clause therein does not apply with respect to insurance held individually by the Unit Owners.

Section 2. Owner's Responsibility for Insurance. The Association has no responsibility to procure or maintain any insurance for individual homes such as fire, liability, extended coverage or other insurance covering any living unit and acts and events thereon. Accordingly, each Owner shall secure and keep in force at all times fire and extended coverage insurance which is at least equal to that commonly required by private institutional mortgage investors in the area in which the Mortgaged premises are located. The policy shall provide, as a minimum, fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The amount of coverage shall be sufficient so that in the event of any damage or loss to the Mortgaged premises of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of (a) compensation equal to the full amount of damage or loss, or (b) compensation to the first Mortgagee under the Mortgage equal to the full amount of the unpaid principal balance of the Mortgage Loan. It is also recommended that each owner have a "loss assessment coverage" on their home policy.

Section 3. Master Policy. The Board of Directors has the option to obtain a master policy of insurance if two-thirds of homeowners agree. If a master policy is selected, such policy shall be in an amount equal to full replacement value of all Living Units on the Lots with a co-insurance clause and each Owner of such Lots shall be designated as additional insured's The costs of such insurance shall be part of the Common Expense Assessment for such lot.

ARTICLE IX

Amendment

Section 1. The Owners have the right to amend these Bylaws and/or record of Survey Map upon the approval and consent of Unit Owners representing not less than two-thirds (2/3) of the interests in the Common Areas and Facilities. Any amendment if authorized shall be accomplished through the legal recording of the amendment by the Board of Directors.

ARTICLE X

Indemnification

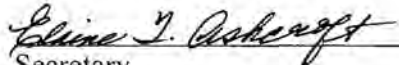
Each director and officer of the corporation now or hereafter serving as such shall be indemnified and held harmless by the corporation against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served as a director or officer of the corporation, except for claims and liabilities arising out of said director's purposeful misconduct or gross negligence.

CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned does hereby certify that the undersigned is the secretary of **THE LEGENDS HOME OWNERS ASSOCIATION, INC.**, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Utah; that the above and foregoing By-laws of said corporation were duly and regularly adopted as such by the board of directors of said corporation at the first meeting of said board, which was duly and regularly held on the 25 day of April, 2013; and that the above and foregoing By-laws are now in full force and effect.

Dated: April 25, 2013, 2013.


Secretary

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