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The Legends Home Owners Association, Inc.
C/O North HOA Management
2723 S Hwy 89, Suite 1
Wellsville, Utah, 84339

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Devron Andersen, Rec. - Filed By TJ
~~For NORTH HOA MANAGEMENT~~

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

FOR

THE LEGENDS AT NORTH PARK

A PLANNED UNIT DEVELOPMENT

IN

CACHE COUNTY, UTAH

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	04-217-0001	16	04-217-0016
2	04-217-0002	17	04-217-0017
3	04-217-0003	18	04-217-0018
4	04-217-0004	19	04-217-0019
5	04-217-0005	20	04-217-0020
6	04-217-0006	21	04-217-0021
7	04-217-0007	22	04-217-0022
8	04-217-0008	23	04-217-0023
9	04-217-0009	24	04-217-0024
10	04-217-0010	25	04-217-0025
11	04-217-0011	26	04-217-0026
12	04-217-0012	27	04-217-0027
13	04-217-0013	28	04-217-0028
14	04-217-0014	29	04-217-0029
15	04-217-0015	30	04-217-0030

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
THE LEGENDS AT NORTH PARK
A PLANNED UNIT DEVELOPMENT
IN
CACHE COUNTY, UTAH

EXCEPT IN VERY LIMITED CIRCUMSTANCES

**OCCUPANCY IS RESTRICTED
TO
PERSONS 55 YEARS OF AGE AND OLDER**

(Carefully read this Declaration and in particular Article II, Section 0(2)(a)
for an explanation of these IMPORTANT restrictions)

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

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Legends at North Park (the "Declaration") is recorded by The Legends Home Owners Association (the "Association") upon its approval by the Owners, and is effective as of the date it is recorded in the Cache County Recorder's office.

RECITALS

- A. Capitalized terms in this Declaration are defined in Article 1 or in other sections of this Declaration.
- B. This Declaration affects the real property located in Cache County, State of Utah, described with particularity in Exhibit A (the "Property"), attached and incorporated herein by reference. The Property was previously submitted by Northern Meadows Development, Inc. (the "Declarant"), together with all buildings, common area, and improvements previously, now, or hereafter constructed on the Property, and all easements and rights appurtenant thereto.
- C. A "Declaration of Covenants, Conditions and Restrictions for the Legends at North Park" was recorded on June 3, 2013 in the office of the Cache County Recorder as Entry No. 1088650, in Book 1770, and beginning on Page 1797 (the "Original Declaration"). The Original Declaration included, as an exhibit thereto, bylaws for the Association.
- D. The Association, with the authority and requisite approval of the Owners, hereby adopts this Declaration, which (along with and subject to any future amendments) shall be the sole Declaration for the Development and which shall amend and completely replace the Original Declaration and all prior declarations and amendments thereto (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.
- E. This Declaration is adopted to replace and update the terms of the Original Declaration and any amendments thereto, to further define the rights of the Association and the Owners, and to provide for a general plan for managing the Development; all in furtherance of the Association's efforts to efficiently and economically protect and enhance the value of the Development and to create a superior living environment.
- F. All rights of the declarant defined in the Original Declaration have expired pursuant to the terms of the Original Declaration. No Declarant approval is required for this amendment.
- G. The Association and Owners hereby desire to establish the provisions in this Declaration and other Governing Documents of the Association for the mutual benefit and burden of the Association, and all current and future Owners, Occupants, Mortgagees, and others acquiring any interest in the Development.

H. The Board of Directors has obtained the approval of the Owners necessary to adopt and record this Declaration and the attached Exhibits, including the Association's Bylaws.

Now therefore, the Association hereby adopts this Declaration.

ARTICLE I GENERAL TERMS

The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.

- A. "**Act**" means the Community Association Act, Utah Code § 57-8a-101, *et seq.*, and as such may be amended from time to time.
- B. "**Assessment**" means any monetary charge imposed or levied on an Owner or against a Lot by the Association as provided for in the Governing Documents or the Act.
- C. "**Articles**" means the Articles of Incorporation of the Association filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code, as such Articles may be amended from time to time.
- D. "**Association**" means and refers to The Legends Home Owners Association, its successors or assigns, which operates and governs The Legends at North Park planned unit develop located in the Hyde Park, Utah. The membership of the Association shall include each Owner of a Lot. The Association may be incorporated as a Utah nonprofit corporation. If the Owners are ever organized as another type of entity or if the Owners act as a group without legal organization, the term "Association" as used in this Declaration shall refer to that entity or group.
- E. "**Board of Directors**" or "**Board**" means the Board of Directors of the Association elected, or appointed pursuant to the Governing Documents of the Association. The Board consists of the officers (President, Vice-President, and Secretary/Treasurer) and any other Board members. The members of the Board are referred to as each a "Board member" or a "Director."
- F. "**Bylaws**" means the Bylaws of the Association, attached hereto as Exhibit B, and which may be amended from time to time. No amendment to the Bylaws shall be effective until the amendment is recorded with the County Recorder's office.
- G. "**Common Areas and Facilities**" or simply "**Common Areas**" mean and refer to:
 - 1) Those Common Areas and Facilities specifically set forth and designated in the Survey Map.
 - 2) That part of the Development not specifically included within the respective Lots as defined here.
 - 3) All installations for and equipment connected for the furnishing of Development utility services such as electricity, gas, water, and sewer, specifically designated for Common Areas by the Board of Directors.
 - 4) All pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Development and existing for common use.

- 5) All other parts of the Development 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, which may include any area to be designated as "Limited Common Areas" if the Board determines that such a portion of the Common Areas may be utilized for the exclusive use and enjoyment of one or more Owners of a particular Lot to which such Limited Common Area is adjacent and/or appurtenant.
- H. "**Common Expense**" or "**Common Expenses**" mean and refer to all sums which may be lawfully spent on behalf of all the Owners and assessed against the 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.
- I. "**Development**" or "**The Legends**" mean and refer to The Legends at North Park planned unit development created and developed on the Property.
- J. "**Enforcement**" means enforcement of the provisions of the Governing Documents and Laws which may be by any proceeding at law or in equity against any Person or Persons violation or attempting to violate any provision of the Governing Documents, either to restrain violation or to recover damages. Failure by any Owner to enforce any provision contained in the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by an Owner or the Owner's successors in interest and/or by the Association.
- K. "**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.
- L. "**Governing Documents**" mean this Declaration, the Survey Map, the Bylaws, the Articles, Rules and Regulations, and any other written instrument by which the Association may exercise power or manage, maintain, or otherwise affect the Development.
- M. "**Law**" or "**Laws**" means and refers to the applicable and current laws of the State of Utah and Ordinances of Hyde Park City.
- N. "**Living Unit**" means and refers to single family dwelling structure on a Lot used as a residence, the Lot itself, and all improvements located on the respective Lot which are used in conjunction with that residence.
- O. "**Lot**" means and refers to the individual lots designated on the Survey Map for the Development. Each Lot is owned in fee simple by the Lot Owner(s).
- P. "**Lot Number**" refers to the number which designates a Lot on the Survey Map. The Lot Number may differ from the Lot's mailing address or other information which may identify the Lot for other purposes.

- Q. **“Manager”** means and refers to the person, corporation or institution selected by the Board of Directors to manage the Development, who will be subject to the control of the Board.
- R. **“Mortgage”** means and refers to any mortgage, deed of trust, or other security instrument by which a Lot is encumbered.
- S. **“Mortgagee”** means and refers to any Person named as the mortgagee or beneficiary of any Mortgage under which the interest of any Owner is encumbered.
- T. **“Notice”** means any notice required to be sent to any Owner under the provisions of this Declaration, other Governing Documents, or the Laws and shall be deemed to have been properly sent at the time of the notice was sent via email or other electronic transmission or when the notice was mailed, postpaid, to the last known address of the Person who is as an Owner at the time of such mailing.
- U. **“Occupant”** means a Person or Persons, other than an Owner, in possession of, using, entering into, or living in a Living Unit or on a Lot, including, without limitation, Family members, tenants, guests, and invitees of an Owner or another Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Living Unit and Lot against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Living Unit or of any unauthorized entry and use of the Lot (which shall include the duty to verify the physical condition and occupancy of the Living Unit and Lot, if it is left unoccupied).
- V. **“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 Living Unit, together with the undivided ownership interest in the Common Areas and Facilities adjacent to the home. The term “Owner” does not refer to any Mortgagee unless the Mortgagee has acquired title to the Lot due to foreclosure or other proceedings.
- W. **“Person”** means a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other entity.
- X. **“Rules and Regulations”** or **“Rules”** mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Act, this Declaration, and the Bylaws, and as such Rules and Regulations may be amended from time to time, as the Board deems necessary or desirable to: (a) aid it in administering the affairs of the Association; (b) ensure that the Development is maintained and used in a manner consistent with the interests of the Owners; (c) regulate the use of the Common Areas and to regulate the personal conduct of the Owners, Occupants, and their guests thereon; and (d) establish enforcement policies and fines for the infractions or violations thereof.
- Y. **“Survey Map”** or **“Plat”** mean and refer to the survey map or plat on file and on record in the office of the Recorder of Cache County, Utah with the Original Declaration and Surveyor’s Certificate, and any amendments which have been or may be made to such survey map.

ARTICLE II
SUBMISSION, COVENANTS, USE
RESTRICTIONS AND UNDERSTANDINGS

- A. Submission. It is the general purpose of the Association to have the Development operated and maintained as a personal residential, planned unit development project. The Development is subject to the Community Association Act, Utah Code § 57-8a-101, *et. seq.* (as defined above), as amended from time to time, and the Act shall supplement this Declaration and the Association's other Governing Documents. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities, and restrictions of that section. The remedies in the Act and the Governing Documents — provided by law or in equity — are cumulative and not mutually exclusive. In the event that provisions in the Governing Documents conflict with one another, the following document hierarchy (as set forth in Utah Code § 57-8a-228) shall apply and control: (1) provisions of the Act; (2) provisions of the Utah Revised Nonprofit Corporation Act, Utah Code § 16-6a-101 *et seq.*, if the Association is incorporated as a Utah nonprofit corporation; (3) provisions of the Declaration and the Survey Map, read together and harmonized to the extent possible; (4) provisions of the Articles; (5) provisions of the Bylaws; and (6), finally, provisions of the Rules and Regulations.
- B. Description of Improvements. The improvements included in the Development any structure or appurtenance thereto of every type and kind to or on the Lots and Common Areas, including but not limited to Living Units and other buildings, walkways, sprinkler pipes, or areas, garages, roads, driveways, parking areas, fences, landscaping, plantings, planted trees and shrubs. The improvements may or may not be described and depicted on the Survey Map.
- C. Governing Documents Apply to and Govern the Lots, Owners and Occupants. This Declaration together with the Bylaws attached hereto and incorporated herein as Exhibit B, and other Governing Documents of the Association include and constitute the covenants, conditions, restrictions, easements, limitations, conditions, and uses required of Owners and Occupants, and exist for the benefit of and will be binding upon all current Owners and future Occupants in the Development, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.
- D. Board Acts on Behalf of the Association. Except as limited in this Declaration or the Bylaws, the Board acts in all instances on behalf of the Association.
- E. Lots. All 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 Lot is conveyed, devised, leased, granted, encumbered, used, occupied or otherwise subject to the provision of the Act, the Governing Documents, and other Laws. Each Owner owns in fee simple the respective Living Unit subject to and hereby reserved for unspecified utility easements for the benefit of other Living Units and Common Areas and Facilities of the Development for the purpose of delivering utilities to Living Units and Common Areas. Each back yard area

on the Lot is subject to a right-of-way for the Association, acting through its Board of Directors, or its designee for purposes of the maintenance of the grounds, fences, and sprinkler system. Unless otherwise set forth on the Survey Map, the property between any two adjacent Living Units in the Development is owned by the Owner of the Living Unit with windows looking out onto that property. Use of Lots is subject to any Rules and Regulations of the Association which may be adopted by the Board.

F. Common Areas and Facilities. Except as otherwise provided for herein, the Common Areas and Facilities are hereby set aside for the use and benefit of the respective Owners in accordance with and for all purposes provided by the Law and the Governing Documents. Subject to the limits contained herein, any 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 consist of the open spaces designated on the official plat as well as all streets and sidewalks within the Development. The sprinkler system, streets, curbs, sidewalks, fences, street lights, storm water system and detention areas are Common Areas. Common Areas are maintained by the Association and constitute a Common Expense to the Owners. Common Area maintenance includes lawn maintenance and snow removal. Unless the Common Areas are held in the name of the Association, each 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 Lots, i.e. 1/30. If the Common Areas are held in the name of the Association, then the Owner's interest in the Common Areas arises from the Owner's membership interest in the Association. The percentages of undivided ownership interest shall be a part of the respective Lots to which they have been assigned and shall not be conveyed away from them.

G. 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 the Owner's Lot and in and to the Common Areas. Such right and privilege is a right of the Owner's 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 this Declaration to any lessee, Occupant, or contract purchaser who leases, uses, or buys an Owner's Lot.
2. Limitation on Easement Privileges. An Owner's right and privilege to use and enjoy the Common Areas 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 the Governing Documents.
 - (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 comply with the provisions of Utah Code § 10-9a-606, including the requirement that such conveyance approved by 67% of the Owners' voting interests of the Association. 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 any 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 their original or better condition as the expense of the repairing party.

- H. Condition, Maintenance and Use of Living Units/Lots. Each Living Unit is to be maintained by the Owner so as not to adversely affect the value or use of any other Living Unit in the Development. The Board of Directors has no obligation to maintain or care for the Living Units. Each Living 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. The Board may adopt Rules establishing certain maintenance standards applicable to Lots and Living Units.

- I. Capital Improvements. Additions or capital improvements to the Development which cost no more than \$500.00 may be authorized by the Board of Directors alone. Additions or capital improvement costing over \$500.00 must, prior to being constructed, be authorized by at least a majority of the Owners of the Association. Any addition or capital improvement which would materially alter the nature of the Development must, regardless of its costs and prior to being constructed, be authorized by at least sixty-seven percent (67%) of the Association's Owners.

- J. Personal Obligation and Remedies for Nonpayment. Each Owner is deemed to covenant and agree to pay to the Association the monthly and special common expense Assessments. Ten percent (10%) interest annually will be charged on any past due balance not paid within thirty (30) days of the due date, which due date is on the first (1st) day of the beginning of the month. The Association may further charge a late fee on delinquent Assessments, and the Board may determine the amount of such late fee in the Rules. Should any Owner fail to

pay, when due, the Owner's share of the Common Expenses, the Board of Directors may enforce any remedy provided in the Laws or otherwise available for collection of delinquent Assessments. In addition to other remedies, the delinquent Assessments become a lien on the Lot owned by the delinquent Owner as further described in Utah Code §§ 57-8a-301 and 302. Regardless of the terms of any agreement to the contrary, liability for the payment of Assessments is joint and several, and any remedy for the collection of such Assessments may be enforced against any Owner of the Lot concerned or against the Lot itself. No Owner may exempt himself/herself or the Owner's lot from liability for payment of the Assessments by waiver of the Owner's rights concerning the Common Areas or by abandonment of the Owner's Lot. Any relief obtained, whether or not through foreclosure proceedings, shall include the Association's 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 Lot or the extent of the Owner's equity, will appointment a receiver to collect any income which may be produced by the Lot concerned.

- K. Resolution for Violation of Covenants. If evidence of a violation of the Association's Governing Documents 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 or Manager.
 2. The Board of Directors or Manager will extend written notice to the violating individuals, citing the article/paragraph observed as a violation. A date will be identified when the Board 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 or Manager to seek legal assistance to enforce the Association's Governing Documents.
 4. The Board of Directors or Manager will obtain legal counsel to resolve the infraction. If lawyer fees and court costs are incurred, reimbursement of all fees and court costs will be paid by the violating party.
 5. Notwithstanding the foregoing, the Association (acting through the Board) may give notice and levy fines for violations of the Association's Governing Documents. The Board may adopt a fine policy and fine schedule as part of the Rules.
- L. Damage to Development In the event the Development's Common Area 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 Lots shall be assessed and contribute any deficiency in direct relation to

their respective percentage of undivided ownership interests in the Common Areas and Facilities. Lot Owners are responsible for repairing, rebuilding, and/or restoring the destroyed or damaged improvements on their respective Lots and to their Living Units. In the event the Common Area improvements of the Development are destroyed or damaged to the extent of more than seventy-five percent (75%) of the value thereof, the 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 Common Areas, the Common Areas 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 Owners shall contribute to such cost in equal amounts.

Each Owner shall be liable to the Association for any damage to the Common Area or improvements thereon sustained by reason of the negligence or willful misconduct of said Owner or the Persons deriving their right and easement of use and enjoyment of the Common Area from said Owner, or of the Owner's respective family and guests, both minor and adult. If the Owner does not repair such damage to the Common Areas, the Association may complete the repairs and levy an individual Assessment to that Owner and the Owner's Lot for the costs of such repairs.

M. Mortgagee Protection. In the event an Owner falls behind in paying Assessments for a period of sixty (60) or more days, the Board of Directors or Manager may give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's Lot. The lien for unpaid Assessments provided for in the Act and the Governing Documents is secondary to any first mortgage (or trust deed) affecting a Lot as set forth in the Act. Unless all holders of first Mortgages (or trust deeds) on the individual Lots 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 appurtenant to any Lot.
2. Partition and subdivide any Lot or the Common Areas and Facilities; or
3. By act or omission seek to abandon the Development (except as provided in the Laws and in the event of substantial damage to the Lots and the Common Areas and Facilities).

N. 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 Declaration and Bylaws for The Legends at 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 this Declaration are binding upon and are to the benefit of any party who acquires any interest in a Lot.

2. To ensure the Association's continued compliance with the requirements of HOPA (as defined below), Board of Director approval must be obtained prior to granting any lease contract.
3. Any Owner who desires to sell or lease the Owner's Living Unit must accomplish the following:
 - (a) If a realty company or a non-Owner is employed/contracted to sell or lease the Lot/Living Unit, the Owner shall submit to the contracted seller (real estate agent or company) the document titled "**For Sale or Leasing of Property**" attached as **Exhibit D** to this Declaration. This is to ensure that the realtor and prospective purchasers/renters become aware of the restrictions and covenants pertaining to ownership in the Development and to ensure that the purchaser(s)/renters meet the age and HOPA requirements.
 - (b) If the Owner sells/leases the home without a realtor, the Owner is responsible for submitting the "**For Sale or Leasing of Property**" document attached as **Exhibit D** to this Declaration to the prospective buyer/renter.
 - (c) Owner must notify the Manager of the Owner's intention to sell or lease the Owner's Lot by providing the Manager with a signed and dated copy of Page 2 of "**For Sale or Leasing of Property**" attached as **Exhibit D** for any prospective buyer or lessee, along with a copy of the prospective buyer's/lessee's state accepted identification (e.g. driver's license) to ensure the buyer/lessee's age.

O. 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 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.

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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.

(a) Housing for Older Persons Act of 1995. The Development is designed and intended to be "housing for older persons" as defined in the Housing for Older Persons Act ("HOPA"), 42 USC § 3607. The Development has restrictions for adult living as necessary to provide important housing opportunities for older persons as provided for by HOPA. Living Units are restricted and limited to at least one Occupant being fifty-five (55) years of age or older per Living Unit (a "Qualified Occupant"). 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.

i. Each occupied Living Unit shall be occupied by at least one Qualified Occupant who is 55 years of age or older, with the following exception which shall be timely acknowledged in writing by the Board of Directors or Manager: upon the passing of an individual who was a resident of a Living Unit and was 55 years of age or older, the decedent's underage spouse, sibling(s), or descendant(s) who is(are) at least 45 years of age, and who was a resident of the Living Unit prior to and at the time of the Qualified Occupant's passing, shall be allowed to continue residing in the Living Unit. Notwithstanding the foregoing, no exception shall be available unless at least 80 percent of the occupied Living Units are occupied by at least one individual who is 55 years of age or older as determined in accordance with HOPA. For purposes of the foregoing, an individual who resides in a Living Unit and is 55 years of age or older shall be considered a resident of the Living Unit even if that individual is temporarily absent from the Living Unit due to being on vacation, military deployment, extended sabbatical, or the like, or in a hospital, nursing home, care center, or other facility that is providing short- or long-term care to the individual.

(b) At least every two (2) years, the Board shall determine the percentage of Living Units with at least one Qualified Occupant. At the Board's request, each Owner, Occupant, perspective Owner, or perspective Occupant of any Living Unit shall promptly complete a survey in a form determined by the Board to verify the age of all Persons occupying the Living Units and to attest to each Occupant's qualifications to reside in the Living Unit. Further, upon the Board's request, each Owner and Occupant of a Living Unit shall provide the Board with reliable documentation (such as a birth certificate, driver's license, passport, immigration card, military identification, state

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issued identification, or similar government issued identification) to determine the Occupants' age.

- (c) Vacating a Living Unit for 3 months or longer. An Owner who vacates their Living Unit for 3 (three) months or more must notify the Board of Directors of anyone living in the Owner's Living Unit during the Owner's absence.
 - (d) Resident. A person is deemed a "resident" for purposes of this Section upon residing in a Living Unit for a period of fourteen (14) days in any thirty (30) day period, and must comply with all Living Unit family restrictions.
 - (e) Lessees. Lessees (Persons leasing a Living Unit) are considered to be residents and are subject to these restrictions except that no more than two (2) lessees shall occupy a Living Unit at one time, without written consent from the Board of Directors.
 - (f) No Short-Term Rentals. No short-term rentals of less than 14 days shall be allowed in any Living Unit.
 - (g) Intent to Provide Senior Housing. The Board of Directors will publish and provide to all Occupants copies of the Declaration to demonstrate the intent to provide suitable and sufficient housing for persons 55 years or older in the Development. The Association may install a sign indicating that the Development is an age restricted community.
3. Parking. A two-car garage is provided for each Lot. Parking in driveways should never block sidewalks, roads, or curbs and gutters. Visitor parking for each Lot 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 regular use. Overnight parking is not allowed on any street within the Development.

No boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Development shall be parked or stored in or upon any of the Common areas or the driveways of any Lot. Any boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Development must fit within and be stored and kept within the Owner's garage. At no time is any commercial vehicle to be approved for storage.

No motor vehicle which is inoperable shall be allowed within the Development. Any motor vehicle which remains parked in the Common Areas over 72 hours shall be subject to removal by the Association, acting through the Board or Manager, at the vehicle owner's expense.

- 4. Fences. No fences will be allowed except as approved by the Board of Directors.
- 5. Landscaping. The Association, acting through its Board, may establish a master landscaping plan for the entire Development, including each Lot. This master

landscaping plan would be considered part of the Rules. Each Owner may landscape the back, front, and side yard designated planting areas in a reasonable manner as desired. Because the Association provides lawn cutting, lawn fertilization, and aeration services within the Development, each Owner must adhere to the master landscaping plan for each Lot. 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 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 Owner 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. The Association, or Persons hired by the Association, enter the Lot to complete the necessary work to bring the Lot into compliance. Lots that are held in ownership but not occupied are subject to the same maintenance conditions. Any tree causing damage to any property in the Development will be the financial responsibility of the Owner of the Lot upon which the tree is located.

6. Non-Residential Use. No part of the Development 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 at North Park" has been placed in the front entrance of the Development for identification and location purposes and will be maintained by the Association. Subject to the requirements of Utah Code §§ 57-8a-217 to -219, the Board may adopt Rules regulating the display of other signs within the Development.
8. Quiet Enjoyment. No obnoxious or offensive trade or activity shall be carried out upon any Lot or upon any part of the Development, 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 flag poles.
10. External Apparatus. Subject to the requirements of Utah Code §§ 57-8a-218 to -219, one small (less than 15 square feet) decorative banner or flag may be permitted to be hung off the external wall of the Lot. 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 Living Unit, on a Lot, or on any portion of the Development, 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 Development, including noise restrictions, and may designate animals which are allowed in any part of the Development. It is intended that all permitted pets shall be small household pets less than 20 lbs, to be kept indoors and not left outdoors overnight. No animal or bird may be kept on the property which results in an annoyance or is obnoxious, by noise, smell or otherwise, to the other Owners within the Development.
12. Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Lot, 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.
13. Other Restrictions. No clothes lines, garbage containers, woodpiles, storage sheds, or storage areas, machinery, or equipment will be allowed upon any Lot.
14. Electronic Antennas. No television, radio, or other electronic antenna or device 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.
15. Water Efficient Landscaping Rules. The Board shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions, and may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

P. Architectural Control.

1. Architectural and Landscaping Committee. The Board of Directors may appoint a three (3) member Architectural and Landscaping Committee, the function of which is to ensure that all exteriors of Living Units and landscaping within the Development harmonize with existing surroundings and structures. The Architectural and Landscaping Committee need not be composed of 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, landscaping or other improvement of a Lot 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 and approved by the Architectural and Landscaping Committee.
3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural and Landscaping Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Development conform to and harmonize with existing surroundings and structures. The Board of Directors may formulate general guidelines and procedures and the Architectural and Landscaping 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 and Landscaping Committee are to be approved or disapproved by the committee in writing within thirty (30) days after submission. In the event the Architectural and Landscaping Committee fails to take any action within such period it is deemed to have approved the material submitted. Approved projects must be completed within one year. The Association may charge a plan fee that is equivalent to the cost of reviewing the plans and specification submitted by an Owner to the Architectural and Landscaping Committee. As used in this section, "plans" mean any plans for the construction or improvement of a lot which are required to be approved by the Association before the construction or improvement may occur.
5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Architectural and Landscaping 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 and Landscaping 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 and Landscaping Committee of any plans and specifications for any work done or proposed does not constitute a waiver of any right of the Architectural and Landscaping 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.
- Q. Amendment. The Owners have the right to amend the Declaration and/or Survey Map upon the approval and consent of Owners representing not less than sixty-seven percent (67%) of the voting interests in the Association. Any amendment, if authorized and approved, shall be effective upon the legal recording of the amendment by the Board of Directors with the County Recorder's office.
- R. Compliance. Each Owner, tenant, or Occupant shall comply with the provisions of the Governing Documents, and all agreements and determinations lawfully made or entered into by the Association and the Board of Directors or Manager, where acting within their authority; and any failure to comply with any of the provisions of Governing Documents, agreements and/or determinations, or of any amendments thereto, are grounds for an action by the Association or the Board of Directors to recover any loss or damage resulting therefrom, or for injunctive relief.
- S. Record of Ownership. Whenever there is a change for any reason, in the ownership of a Lot, or a part thereof, the Association, the Board of Directors or the Manager, may require as a condition to recognizing the new Owner, or Owners, that the new Owner/owners furnish a copy of the deed or other documents evidencing the change in ownership of the Lot.
- T. 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 are payable to the Association 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 possession of the Association, 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 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.
- U. Miscellaneous. The provisions of the Governing Documents are in addition and supplemental to the provisions of the applicable Laws.
- V. Severability. Invalidation of any provision of the Bylaws, Covenants, Conditions, or Use Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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ARTICLE III
SPECIFIC RESTRICTIONS

- A. Intent of Restrictions on Improvements. The provisions in the Declaration and other Governing Documents are intended to restrict the design, materials used, and landscaping of improvements only to the extent of ensuring quality in external appearance and maintaining property values on a long-term basis. In accordance with Utah Code § 57-8a-217, the Board may adopt as part of the Association's Rules additional design guidelines and standards which supplement the architectural control provisions set forth in this Declaration.
- 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 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 Living Unit.
- 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 noncombustible 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. The lamp post in the front yard of each Living Unit shall be maintained in good working order by the Owner at the Owner's

expense. Large area, overhead lights are not permitted.

- H. Residence Size. The Living Unit 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. All Living 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 reasonably 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 the Lot's Occupant shall abide by any written decision or order of the Board and/or the Architectural and Landscaping Committee to cut back and remove trees or other plants that are found to significantly and substantially 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 HOMEOWNERS ASSOCIATION

- A. Approval of Building Plans and Specifications. 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. Management of Canal Head Gate. The Association shall maintain, repair and otherwise manage the head gate in the canal that supplies secondary irrigation water to the Development, and the irrigation pipe, pump, and/or fixtures provided to the Common areas.
- C. Lawn Care. The Association shall provide lawn care for all Lots, 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. Snow Removal. 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 road walkways and driveways, but will not be liable for the timeliness of such shoveling, nor for icy or slick walkways, driveways or roads.
- E. Easement. 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. Insurance Policies. 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 Development. 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. Common Expense Fund. 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. Enforcement of Declaration Terms. Without limiting the Association's authority to enforce any provisions in the Governing Documents, 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.

- I. Association Rules. The Board has the authority to adopt reasonable Rules for the Association. When adopting such Rules, the Board shall comply with the procedure set forth in Utah Code § 57-8a-217(2).
- J. Levying Fines for Violations. The Association, through its Board, shall have the power to levy fines for violations of the Association's Governing Documents and fines may only be levied for violations of the Governing Documents. The Board shall adopt a Rule for the procedure to enforce the Governing Documents and levy fines, including a schedule of fines, which procedure for levying fines shall comply with the provision of Utah Code § 57-8a-208. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the Governing Documents.
- K. Reserve Analysis. In accordance with Utah Code § 57-8a-211, The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the Governing Documents, or, if the Governing Documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent. The Board may not use reserve fund money for any purpose other than the purpose for which the reserve fund was established, including daily maintenance expenses, unless a majority of Owners vote to approve the use of reserve fund money for that purpose.

ARTICLE V ASSESSMENTS

- A. Agreement to pay Assessments. Each Owner of any 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 operations of the Association.
- B. Annual Assessment. Each year after the recordation of this Declaration, on January 1st, the annual Assessment may be increased, if deemed necessary by the Board of Directors, up to fifteen percent (15%). If an increase in the annual Assessment is determined to be more than the fifteen percent (15%), then at least seventy five percent (75%) of the voting interests of the Owners represented in person or by proxy must approve such increase at a meeting duly called for this purpose. (Note: Approval of the annual Assessment increase is 75% of those voting interests which are represented at the meeting and not 75% of the total voting interests of the Association.)

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- 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 shall 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. A budget presented by the Board is only disapproved if Owner action to disapprove the budget is taken in accordance with Utah Code § 57-8a-215.
- 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 Assessments, the Board of Directors may, on behalf of the Association, levy additional Assessments. A vote of a special Assessment must be approved by Owners in the same percentage (75% of the voting interests represented at a meeting) as that set forth in Article V, Section A (above) for the Owners to approve an increase in the annual Assessment. 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 personal obligation for Owners and lien rights in the Lots for Assessments, as set forth in this Declaration and in the Act. All funds received from the special Assessment shall be part of the Common Expense fund, or the Association's operating account.
- E. Lien in Favor of Association; Appointment of Trustee. The Association shall have the right to collect Assessments through a lawsuit, judicial foreclosure, non-judicial foreclosure, or other means as provided in Utah Code Ann. §§ 57-8a-301 to -311. Such remedies shall be cumulative and not exclusive. The Association and each Lot Owner hereby conveys and warrants, pursuant to Utah Code §§ 57-8a-212 and -302 of the Act and Utah Code § 57-1-20, to the Association, to act on its behalf with power of sale of the Lot and all improvements to the Lot for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may record a specific appointment of trustee against the delinquent Owner's Lot if the Association pursues non-judicial foreclosure efforts to enforce its lien against the Lot.
- F. Reinvestment Fee. The Association may levy a reinvestment fee in accordance with the terms of Utah Code § 57-1-46 upon the transfer or conveyance of Lot. The Board, on behalf of the Association, is authorized to establish the amount of the reinvestment fee and to record a separate notice against the Lots in the Development, as required by Utah statute, to provide notice of such reinvestment fee covenant.

ARTICLE VI AMENDMENT

This Declaration may be amended upon the approval or written consent of Owners representing not less than sixty-seven percent (67%) of the voting interests of the Association.

Any amendment, if authorized, shall be effective on the Owners and against all Lots in the Development upon the amendment recording with the Cache County Recorder's office.

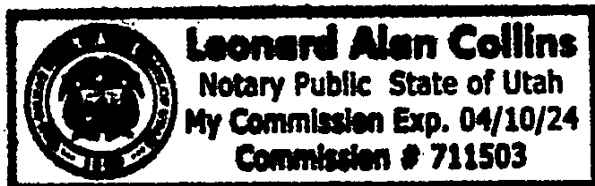
The Association, through the undersigned Director and officer, executed this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Legends at North Park on this 1st day of December, 2022.

THE LEGENDS HOME OWNERS ASSOCIATION

By: Lynn H. Collins
Its: President

STATE OF UTAH)
 :SS
COUNTY OF CACHE)

On the 1st day of December, 2022, personally appeared before me Lynn H. Collins who being by me duly sworn did say that he/she is the Director of The Legends Home Owners Association and that he/she executed the foregoing instrument on behalf of the Association being authorized and empowered to do so.



[Signature]
NOTARY PUBLIC

EXHIBIT A

The Legends of North Park PUD

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.

Parcels:

04-059-0018

04-217-0000 through 04-217-0030

Ent 1332740 Blk 2370 Pg 80

EXHIBIT B

BYLAWS OF THE LEGENDS HOME OWNERS ASSOCIATION, INC.

ARTICLE I General

These Bylaws are adopted and established for the regulation and management of the affairs of The Legends Home Owners Association in accordance with the covenants, conditions, restrictions, and provisions of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Legends at North Park, a planned unit development, as amended from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of the Lot Owners within the Development.

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

ARTICLE II Membership and Voting

Section 1

The Association shall not issue any capital stock, nor membership certificates. Membership shall be limited to those Owners of Lots within the Development.

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

The names under which membership appears on the books and records of the Association shall be maintained until such time as satisfactory evidence of a change in membership is presented to the Association's Secretary or Manager.

Section 2

Lot Owners shall be entitled to one (1) vote collectively for each Lot owned in the Development, regardless of the number of Persons who hold title to the Lot.

The vote for each such Lot shall, if at all, be cast as one voting 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 if they own multiple Lots, 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 Lot. 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.

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 Lot Owner.

ARTICLE III

Offices

The principal office of the Association shall be at the address identified in the Association's latest report filed with the Utah Division of Corporations or with the Utah Department of Commerce.

In compliance with Utah Code § 57-8a-105, the Association shall register with the Utah Department of Commerce's Homeowner Associations Registry and shall periodically update its registration information as required by Law.

ARTICLE IV

Meeting of Members

Section 1

All meetings will be held at a time and place designated by the Board of Directors.

Section 2

The Association shall hold at least one annual meeting of Owners. The annual meeting of the Owners shall be held in January of each year, unless the Board decides to hold the meeting at a different time. Owners shall be notified of the meeting at least ten (10) but not more than thirty (30) days before the date of such meeting, personally delivered, mailed, or electronically transmitted to each Owner, at the latest address or email or other contact information for those Persons appearing, in the records of the Association at the time of delivery, mailing or electronic transmission. The notice shall state the time, place, and general purpose of the meeting.

"Electronic transmission" or "electronically transmitted" means a process of communication not directly involving the physical transfer of paper which is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or other means.

Section 3

Special meetings of the Owners may be called by the President, by any two (2) members of the Board of Directors, or by Owners cumulatively holding at least one-fourth (1/4) of the ownership interests in the Development who submit a request for such special meeting to the Board. If the Board does not send out notice of a special meeting within 30 days of receiving the Owners' request for a special meeting, then any Owner who signed the request for the special meeting may set the time and place of the special meeting and send notice of the meeting to the Owners.

At least ten (10) but not more than thirty (30) days before the date set for a special meeting, notice is given in the manner described in Article IV, Section 2 of these Bylaws.

Section 4

No notice of any of Owners meeting is required if a waiver of such notice is signed by all the Owners. Whenever all the 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 Development constitutes a quorum for the transaction of business at any Owners meeting. In the event a quorum is not present at an Owners 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 Owners entitled to cast thirty percent (30%) of all the ownership interest in the Development constitutes a quorum at a rescheduled Owners 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") is composed of three (3) members: President, Vice President, and Secretary or Secretary/Treasurer. The members of the Board are referred to as each a "Board member" or a "Director." 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 by a vote of the Owners. 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 Board member serving as Vice President will move to the position of President during the individual's second year in office, and a new Vice President will be voted in. Elections will be held yearly. An Owner need not be present at the election meeting to be nominated and elected to office.

A Director must be an Owner of a Lot within the Development, the spouse of an Owner, or, if the Owner of any such Lot is a trust, partnership, corporation, or limited liability company, must be a designated representative of such trust, partnership, corporation, or limited liability company. If a Director conveys or transfers title to the Director's Lot, or if a Director who is a designated representative of a trust, partnership, corporation, or limited liability company ceases to be such designated representative, or if the trust, partnership, corporation, or limited liability company of which a Director is a designated representative transfers title to its Lot, such Director's term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director's place. Only one (1) Owner of a Lot may serve as a Director at any one time.

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A majority vote of the number Owners present is required for election to any position on the Board. Each Owner is entitled to cast one (1) vote for each office vacancy, i.e., one vote per Lot per position. Cumulative voting is not allowed. If three or more nominees are competing for the same position or office, a runoff election is required for the two candidates with the most votes.

In the event of a tie vote, the Board, as it existed prior to the meeting, shall determine the method for breaking the tie.

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 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 Owners, any amendment to these Bylaws or 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 Association and the Development, so long as any necessary vote or consent by the 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 as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the Development is maintained and used in a manner consistent with the interest of the 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 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 Association, is legitimate and binding upon whomever or what-so-ever the agreement is made.

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Section 3 – Board of Directors Responsibilities

The Common Areas and Facilities of Association and Development are managed, operated and maintained by the Board of Directors as agent for Association, in accordance with the terms, conditions and provisions of the Laws, these Bylaws, the Association's other Governing Documents, and all other agreements and determinations, lawfully made and/or entered into by the Association.

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 as Common Expenses, funded through the Owners' payments of Assessments. 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 electrical boxes applicable to each Lot and is included in the monthly charge on the Lot Owner's electrical bill. Replacement of yard lamp bulbs and light sensors is the responsibility of the 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 annual Owners 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 Lots on the basis of their ownership interests in the Association. 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 annual Assessments exceeding 15% must be approved by the Owners in accordance with the provisions of the Declaration. The Board of Directors determines the dates and manner of payment, and may alter this method of assessing the Common Expenses to the 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 Lot during a 12-month period be an equal amount for each Lot.

Section 6 – Board of Directors and Agents

The Board of Directors performs its functions through actions of its own Board members or through those agents or employees the Association who the Board may appoint. Any agent, or employee of the Association may at any time be removed with or without cause by the vote of a majority of the Board of Directors. A Board member may be removed by a vote of owners representing a majority interest in the Common Areas and Facilities at a special meeting of Owners called for that purpose.

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. Notice of Board meetings will be provided in accordance with Utah Code § 57-8a-226. 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 forty-eight (48) 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 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 Manager for any of its functions and responsibilities. The 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. Manager is responsible for managing the Development for the benefit of the Board and the Owners, and is, to the extent permitted by Law and the terms of the agreement with the Association, authorized to perform any of the functions or acts required or permitted to be performed by the Board of Directors itself.

ARTICLE VI
Officers

Section 1

The officers of the Board of Directors, and their respective powers and functions, are to be as follows:

(1) **President**

The President is the chief executive of the Association and of the Board of Directors and exercises general supervision over the property and affairs of Association. The President signs on behalf of the 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 Owners, 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 Association, 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 Association, subject to the direction of the Board of Directors. He/she, when requested by the President, reports the state of finances of the Association at each annual Owners meeting 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 appoint a replacement to sit on the Board until the expiration of the term for which the Board member being replaced was elected or previously appointed. A Director serves on the Board until his/her 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 67% of the total voting interests of the Association at an Owners meeting. Board members are reimbursed for all expenses reasonably incurred in connection with Board or Association business. Members of the Board of Directors are not precluded from serving the Association in other capacities and receiving compensation for any additional duty.

ARTICLE VII
Finance

Section 1

The money of the Association shall be deposited in the name of the Association in such depositor or depositories as may be designated by the Board of Directors.

Section 2

An audit of the financial records of Association may be conducted at the time and frequency determined by the Board. Two (2) persons are appointed by the Board of Directors to complete such an audit. Both persons may be Owners or spouses of 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 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 Owners and Occupants. 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:
 - (a) 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 the planned unit development projects.
 - (b) All policies shall be written by a company holding a rating " A " or better from A.M. Best's Insurance Reports.
 - (c) The Board of Directors has the authority to assess losses to each Owner.
 - (d) Insurance secured and maintained by the Board of Directors shall not cover individual Living Units or insurance held by the individual Lot Owners or Mortgagees.
 - (e) Each policy of insurance obtained by the Board of Directors shall, if reasonably possible, provide: (1) a waiver of the insurer's subrogation rights with respect to the Board of Directors, the Manager, the Owners, and their respective servants, agents, quests, tenants, and invitees; (2) that it cannot be canceled, suspended, or invalidated due to the conduct of the Manager or of any Board member, officer, or employee of the Association without a prior written demand that the defect be

cured; and (3) that any "no other insurance" clause therein does not apply with respect to insurance held individually by the Owners.

Section 2 – Owner’s Responsibility for Insurance

The Association has no responsibility to procure or maintain any insurance for individual Living Units 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 Lots 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 Lot 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 sixty-seven percent (67%) of the Owners 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 Expenses paid through the Assessments for such Lots.

ARTICLE IX
Amendment

The Board has the right to record an amendment to these Bylaws upon the approval and consent of Owners representing not less than sixty-seven percent (67%) 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

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Each Director and officer of the Association now or hereafter serving as such shall be indemnified and held harmless by the Association 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 Association, except for claims and liabilities arising out of said director's purposeful misconduct or gross negligence.

IN WITNESS WHEREOF, the Association, through its undersigned Director and officer, executed these Bylaws on the 1st day of December, 2022.

The Legends Home Owners Association

By: *Laura H. Collins*

Its: President

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EXHIBIT C

RULES OF THE LEGENDS HOME OWNERS ASSOCIATION, INC.

- A. When accessing a backyard from the outside front-yard, an Owner, or the Owner's guests, should always access it on the Owner's property which is the windows side of their Living Unit, not the garage side which belongs to their next-door neighbor.
- B. Garage sales shall not be permitted within the Legends Planned Unit Development.
- C. The perimeter sidewalk around the outside of the Legends Planned Unit Development will not be maintained during winter months.

EXHIBIT D

FOR SALE OR LEASING OF PROPERTY

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 Living 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).

The attached form, signed and dated by the prospective buyer/leser, with a copy of the prospective buyer's/leser's state accepted identification (e.g. drivers license), must be sent to the attention of:

Shelby Cardall, North HOA Management, 2723 South US-89, Suite 1, Wellsville, UT 84339.
The telephone number is (435) 774-2005. Email is: service@northhoa.com

FOR SALE OR LEASING OF PROPERTY

I _____, acknowledge that
(Name of prospective buyer/lessee)

I am buying/leasing property that is in a Restrictive P.U.D. Community called The Legends at North Park ("The Legends"), which 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 by the federal Housing for Older Persons Act ("HOPA") of 1995. I also acknowledge that I, and those who dwell or will dwell, in my Living Unit within The Legends 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. 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.
3. If a family, no more than four (4) such persons may occupy each Living Unit.
4. Of those four (4) persons, no more than two (2) may be children of one or both of the other persons.
5. Those children shall be seventeen (17) years of age or older.
6. Lessees (renters) are considered to be residents and are subject to these restrictions except that no more than two (2) lessees (renters) related as in paragraph 2 above and one of whom is fifty-five (55) years of age or older, shall occupy a Living Unit at one time, without written consent from the Board of Directors.
7. Proof of age is necessary, and must be provided to The Legends Home Owners Association.
8. Monthly maintenance fees are collected and used for lawn care, snow removal and common area insurance, maintenance, and other approved expenses.
9. Individual home and fire insurance is required to be maintained by each home owner. Owners are responsible for cleanliness and upkeep of flowers/shrubs in planting areas.
10. Other restrictions include pets, use restrictions, property rights, architectural control, operation and maintenance and other provisions. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Legends at North Park (Declaration or CC&R's) and the Bylaws should be reviewed before purchase or lease.

I _____ certify that I am 55 years of age or
(Signature of New owner/lessee)
older and agree to adhere and abide by The Legends CC&Rs, Bylaws, and other governing provisions if the sale or rental agreement is finalized.

Date _____

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