

B. Scott Welker (15037)
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Salt Lake, Utah 84111
Telephone: (801)355-9594
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Attorneys for Plaintiff

**IN THE SIXTH JUDICIAL DISTRICT COURT OF SANPETE COUNTY
STATE OF UTAH, MANTI DEPARTMENT**

<p>DPW ENTERPRISES, LLC, a Utah limited liability company, Plaintiff,</p> <p>v.</p> <p>FUTURE CROWN VENTURES GROUP, INC.; HIGH TOWER PROPERTIES LIMITED PARTNERSHIP; JUAB TITLE & ABSTRACT COMPANY; THE ESTATE OF ROBERT L. MENDENHALL; SANPETE COUNTY; JOHN AND JANE DOES 1-10; Defendants.</p>	<p>DECLARATION OF B. SCOTT WELKER IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT</p> <p>Civil No. 200600058</p> <p>Judge: Hon. Wallace A Lee</p>
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Pursuant to Utah Code § 78B-18a-106, I declare under criminal penalty under the law of Utah that the following is true and correct:

1. I am at least 18 years of age and competent to make the following testimony.
2. I make this declaration of my own personal knowledge and based upon the records and files of this matter.
3. Future Crown Ventures Group, Inc. (“Future Crown Ventures Group”) was a Trustor under a deed of trust (the “FCVG Deed of Trust”) recorded against Lot 46 of Skyline

Heights Subdivision, Sanpete County, Utah (the “Property”) on October 6, 1998 as Entry No. 00063722 in the official records of Sanpete County. *Exhibit A.*

4. Pursuant to the FCGV Deed of Trust, Future Crown Ventures Group, Inc. was a general partner of High Tower Properties Limited Partnership (“High Tower Properties”). *Id.*

5. Juab Title & Abstract Company was the Trustee under the FCGV Deed of Trust. *Id.*

6. Robert L. Mendenhall (“Mr. Mendenhall”) was the Beneficiary under the FCGV Deed of Trust. *Id.*

7. Mr. Mendenhall is deceased, having passed away on June 2, 2018. *Exhibit B.*

8. Plaintiff, DPW Enterprises, LLC (“DPW Enterprises”) is the current owner of record of the Property. *See Exhibit C.*

9. The Property is more fully described as follows:

Lot 46, SKYLINE HEIGHTS SUBDIVISION, according to the official plat thereof on file and of record in the Sanpete County Recorder’s Office; Parcel No. 60045.

10. During the time that Future Crown Ventures Group were owners of the Property, Robert L. Mendenhall caused the FCGV Deed of Trust to be recorded against the Property as security for a financial or other legal obligation (the “Obligation”).

11. Neither Future Crown Ventures Group, High Tower Properties (its partner), nor any other party has made a payment on the Obligation for at least six years.

12. Neither Future Crown Ventures Group, High Tower Properties, nor any other party has affirmed the Obligation for at least six years.

13. No party has ever commenced an action to foreclose the FCGV Trust Deed.

14. No party has ever filed for record a notice of default as to the FCVG Trust Deed.

15. The Property is subject to the Amended, Restated, and Consolidated Declaration of Protective Covenants, Conditions, & Restrictions for Legacy Mountain Homeowners' Association as amended and supplemented, recorded as Entry No. 221413 in the Sanpete County Recorder's Office (the "Declaration"). *Exhibit D.*

16. A default occurred under the terms of the Declaration and Pursuant to the Declaration and the Utah Community Association Act, U.C.A. § 57-8a-301 (2004) as amended and supplemented (the "Act"), the Legacy Mountain Homeowners' Association recorded a Notice of Lien against the Property on April 10, 2014 as Entry No. 196966 (the "Notice of Lien"). *Exhibit E.*

17. Pursuant to § 57-8a-203 of the Act and as permitted under Article II Section 34(a) of the Declaration, the Legacy Mountain Homeowners' Association appointed B. Scott Welker as trustee by appointment of trustee filed for record on September 28, 2017 with recorder's entry No. 222009, Sanpete County, Utah. *Exhibit F.*

18. For the purpose of foreclosing on the Legacy Mountain Homeowners' Association's lien, Trustee, B. Scott Welker executed and filed for record a written notice of default and election to sell (the "Notice of Default") on October 10, 2017 with recorder's entry No. 222243, Sanpete County, Utah. *Exhibit G.*

19. Not later than ten days after the notice of default was filed for record, the Trustee mailed, by certified mail, a copy of the notice of default reflecting the filing date to each person

whose name and address were set forth in a request for notice filed for record prior to the filing of the notice of default.

20. The default was not cured within three months after the filing of the notice of default and the Trustee executed a notice of trustee's sale stating that it would sell the property at public auction to the highest bidder, fixing the date and time of the sale as February 19, 2018, at 11:00 a.m. of said day (the "Trustee's Sale"), and caused copies of the notice of trustee's sale to be posted not less than 20 days before the date of sale on the property and in the office of the Sanpete County Recorder. The Trustee also caused a copy of the notice of trustee's sale to be published once a week for the three consecutive weeks before the date of the sale in The Pyramid, a newspaper having a general circulation in the county in which the property is situated, the first date of such publication being January 18, 2018 and the last date being February 1, 2018. At least 20 days before the date of the sale, the Trustee also mailed, by certified mail, a copy of the notice of trustee's sale to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the notice of default. *Exhibit H.*

21. All applicable statutory provisions of the State of Utah and all of the provisions of the Declaration were complied with as to the acts to be performed and the notices to be given.

22. At the Trustee's Sale, the Property was sold to Plaintiff, who was the highest bidder and a Trustee's Deed was recorded in the official records of Sanpete County on February 22, 2018 as Entry No. 224732 memorializing the conveyance (the "Trustee's Deed"). *Exhibit I.*

23. Each defendant named in this matter have been duly served a copy of Complaint

and a Summons as evidenced by the returns of service and waivers of service filed in this matter.

24. Pursuant to court order, all unknown defendants have been duly served by a Notice of Quiet Title Action published in publication of general circulation in the county in which the Property is located once a week for three consecutive weeks. *See Exhibit J.*

25. No Defendant or any other party has filed an Answer or any other responsive pleading in this matter.

DATED this 4th day of November, 2020.

By: /s/ B. Scott Welker
B. Scott Welker, Bar No. 15037
Of Attorneys for Plaintiff

EXHIBIT A

See Salobrdington Rec. 106-98 856-427 B 977
See Request for Notice Rec. 106-98 BK 427 B 978 11
See Partial Recor Rec 4-1998 84439 Pg 1674 Entry # 68601

1st
18 Phase 1B
meadow

00063782 840427 P 00974-00976

REED D HATCH-SANPETE COUNTY RECORDER
1998 OCT 06 12:38 PM FEE \$50.00 BY LHS
REQUEST: JUAB TITLE & ABSTRACT CO., INC.

Meadows 22-14 - SE
Skyline Heights
North Ridge

10T 6 1B meadow
**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

This Deed of Trust, made this 4th day of October, 1998 between FUTURE CROWN VENTURES GROUP, INC. General Partner of HIGH TOWER PROPERTIES LIMITED PARTNERSHIP, as TRUSTOR, whose address is 4601 West Sahara Avenue Suite L, Las Vegas, Nevada 89102, JUAB TITLE & ABSTRACT COMPANY, a Utah corporation, as TRUSTEE, and ROBERT L. MENDENHALL, as BENEFICIARY, Witnesses: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Sanpete County, State of Utah:

All of Lots 1, 2, 5, 6, 7, 8, 10, 11, 12, 13, 16, 17 and 18, Phase 1-B "The Meadows" subdivision according to the official plat thereof filed as Entry No. 42515 in the office of the Sanpete County Recorder.

All of Lots 1, 3, 4, 6, 7, 10, 11, 12, 14, 15, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 31, 33, 34, 39, 40, 42, 45, 46, 47, 48, 49, 50, 51, 52 and 55 Phase 1-B "Skyline Heights" subdivision according to the official plat thereof filed as Entry No. 42513 in the office of the Sanpete County Recorder.

All of Lots 1 and 11, Phase 1-A of "North Ridge" subdivision according to the official plat thereof filed as Entry No. 42514, in the office of the Sanpete County Recorder.

Parcel 22488: The South half of the Southeast quarter of Section 22, Township 14 South, Range 5 East, Salt Lake Meridian.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

To Protect The Security of This Deed of Trust, Trustor Agrees:
(1) payment of the indebtedness evidenced by a promissory note of even date hereof in the principal sum of \$586,000.00 made by Trustor, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.
Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such Insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the trustor to provide the required coverage, this will constitute an act of default under the terms of this Deed of Trust.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water appertaining to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. To pay to Beneficiary monthly in advance, an amount, as estimated by Beneficiary in its discretion, sufficient to pay all taxes and assessments affecting said property, and all premiums on insurance therefor, as and when the same shall become due.

7. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, consent, or compromise whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

9. To pay to Beneficiary a "late charge" pursuant to the aforesaid promissory note of even date hereof which is more than ten (10) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

IT IS MUTUALLY AGREED THAT:

10. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

11. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust. Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

12. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority, to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

13. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

14. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

16. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

17. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property as sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may payment of Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

18. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

20. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

21. This Deed of Trust shall apply to, more to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, of the note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

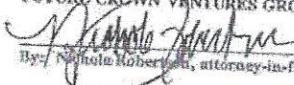
23. Beneficiary may, at his option, declare immediately due and payable all sums secured by this Trust Deed upon the sale or transfer of all or any part of the real property, or any interest therein, without the Beneficiary's prior written consent. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein, whether legal or equitable; whether voluntary or involuntary; by outright sale; deed; installment sale contract; land contract; contract for deed; leasehold interest with a term greater than three years; lease-option contract; sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the real property; or any other method of conveyance of real property interest.

24. This Deed of Trust shall be construed according to the laws of the State of Utah.

25. The undersigned Trustor request that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

HIGH TOWER PROPERTIES LIMITED PARTNERSHIP by
FUTURE CROWN VENTURES GROUP, INC. General Partner


By: Nichole Robertson, attorney-in-fact

00063722 M00427 Pg00975

STATE OF UTAH)

: ss.

COUNTY OF JUAB)

The foregoing instrument was acknowledged before me this 4th day of October, A.D. 1998, by Nichole Robertson as attorney-in-fact for FUTURE CROWN VENTURES GROUP, INC. General Partner of HIGH TOWER PROPERTIES LIMITED PARTNERSHIP.

MARY LOU SPERRY
NOTARY PUBLIC - STATE OF UTAH
77 E 200 N P.O.B. 371
MONA, UTAH 84645
COMM. EXP. 6-15-2002


Notary Public

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

To: JUAB TITLE & ABSTRACT COMPANY, Trustee

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you thereunder.

Dated: _____

00063722 BK00427 Pg00976

EXHIBIT B

Case Information

P-18-096916-E | In the Matter of: Robert Mendenhall, Deceased

Case Number	Court	Judicial Officer
P-18-096916-E	Department B	Marquis, Linda
File Date	Case Type	Case Status
09/27/2018	Probate - Special Administration	Open

Party

Petitioner
Mendenhall, Marc C.

Active Attorneys▼
Lead Attorney
Stephens, Kari L
Retained

Special Administrator (Participant)
Mendenhall, Marc C.

Active Attorneys▼
Lead Attorney
Stephens, Kari L
Retained

Petitioner
Mendenhall, Lori

DOB
XX/XX/XXXX

Active Attorneys▼
Lead Attorney
Stephens, Kari L
Retained

Special Administrator (Participant)
Mendenhall, Lori

DOB
XX/XX/XXXX

Active Attorneys▼
Lead Attorney
Stephens, Kari L
Retained

Decedent
Mendenhall, Robert L.

DOB
XX/XX/XXXX

Events and Hearings

09/27/2018 Ex Parte Petition ▾

Comment

Ex Parte Petition for Appointment of Special Administrators and
for Issuance of Letters of Special Administration

09/27/2018 Statement of Name and Address of Personal
Representative ▾

Comment

Statement of Name and Address of Personal Representatives

10/23/2018 Order Appointing Special Administrator ▾

Comment

Order Appointing Special Administrator

10/23/2018 Letters of Special Administration ▾

Comment

Letters of Special Administration

10/23/2018 Notice of Entry of Order ▾

Comment

Notice Of Entry Of Order

03/04/2019 Administrative Reassignment to Department B ▾

Comment

Judicial Reassignment - From Judge Vincent Ochoa to Judge
Linda Marquis

Financial

Mendenhall, Marc C.

Total Financial Assessment	\$30.00
Total Payments and Credits	\$30.00

10/23/2018	Transaction			\$30.00
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Assessment

10/23/2018	Payment	Receipt	counter	(\$30.00)
	(Window)	# 2018-	transaction	
		30059-		
		FAM		

EXHIBIT C



Enhanced Report

Lawyers Title

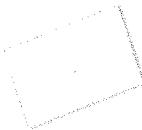
Cover Page

Subject Property:



Site Address

84627



Mail Address

10028 S MORGAN GROVE WAY
SANDY , UT 84092-4445

Prepared By:



Scott Welker
T:(503) 684-4111
E:scott.welker@vf-law.com

Document Contents

- Profile Cover Sheet
- Property Overview
- Property History Page

Lawyers Title

Provided By

Carlene Lodeski
121 SW Morrison St 500
Portland, OR 97204
carlene.lodeski@ltic.com

Property Overview

84627

Owner and Geographic Information



Primary Owner:
DWP ENTERPRISES LLC

Secondary Owner:

Mail Address: 10028 S MORGAN GROVE WAY , SANDY, UT 84092-4445

Site Address:, 84627

APN:

60045 **Lot Number:**

46

Page / Grid:

Housing Tract Number:

Legal Description:

Lot Code: 46
District: 15
Subdivision: SKYLINE HEIGHTS SUBD
Phase Number: 1

Legal Brief Description: LOT:46 DIST:15 PHASE:1 LOT 46 SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.91 AC

Property Details



Bedrooms:

0

Year Built:

Square Feet:

Bathrooms:

0

Garage:

Lot Size:

1.91 AC

Total Rooms:

Fireplace:

Number of Units:

0

Zoning:

Pool:

Use Code:

Vacant Land (General)

Sale Information



Transfer Date:

05/18/2007

Seller:

BUCK RANIER LLC,

Transfer Value:

\$0.00

Document#:

145623 BK-PAG: 550-196

Cost/Sq Feet:

NaN

Assessment and Taxes



Assessed Value:

\$18,975.00

Percent Improvement: 0.00%

Homeowner Exemption:

Land Value:

\$0.00

Tax Amount: \$216.81

Tax Rate Area:

Improvement Value:

\$0.00

Tax Status:

Tax Account ID:

Market Improvement Value: \$0.00

Market Land Value: \$18,975.00

Tax Year:

2019

Market Value:

\$18,975.00



Property History

84627

Prior Transfer - 05/18/2007

Recording Date:	05/18/2007	Document#:	145623 BK-PG: 550 -196 BK-PG: 550-196
Price:	\$0.00	Document Type:	Quit Claim Deed
First TD:		Type of Sale:	Price as "0", "None", "No Consideration"
Lender Name:			
Buyer Name:	HIGH TOWER PROPERTIES LIMITED PARTNERSHIP	Buyer Vesting:	
Seller Name:	BUCK RANIER LLC		
Legal Description:	Lot Number: 46 Subdivision: SKYLINE HEIGHTS		

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

This property profile is being provided as a general service to the community at large without the condition of the referral of title insurance business.

EXHIBIT D

Ent#:221413 Bk713 Pg554
Date:28-Aug-2017 01:35 PM
Fee: \$330.00 ACH
Filed by: RDH
REED D HATCH, RECORDER
SANPETE COUNTY CORPORATION
For: Vial Fotheringham LLP - Utah SL

**LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION
SANPETE COUNTY, UTAH**

**AMENDED, RESTATED, AND CONSOLIDATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
SKYLINE HEIGHTS SUBDIVISIONS & THE HOLLOW SUBDIVISION
TO BE HENCEFORTH KNOWN AS
LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION**

This Amended, Restated, and Consolidated Declaration (the "Declaration") is hereby adopted by the Skyline Heights Subdivisions and by the Hollows Subdivision, for and on behalf of their Members, and made effective as of the date recorded in the Sanpete County Recorder's Office. The consolidated association shall hereinafter be known as the Legacy Mountain Homeowners' Association (the "Association").

RECITALS

1. This Declaration supersedes and replaces in their entirety the following: 1) the previously recorded Declaration of Covenants, Conditions and Restrictions of Skyline Heights Subdivisions that was recorded as Entry No. 00042518 on March 6, 1996 at the Sanpete County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration (the "Skyline Heights Declaration"); 2) the previously recorded Declaration of Covenants, Conditions and Restrictions of the Hollows Subdivision that was recorded as Entry No. 00074249 on November 5, 1999 at the Sanpete County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration (the "Hollows Declaration"). The foregoing, previously recorded Declarations shall hereinafter be called the "Prior Declarations."
2. The Bylaws of the Association, attached as Exhibit "B", supersede and replace any previous Bylaws and any amendments thereto of either Skyline Heights Subdivisions or of the Hollows Subdivision.
3. This Declaration affects and concerns the real property located in Sanpete County, Utah, depicted on the rendering attached hereto as Exhibit "A" and more particularly described as follows (the "Property"):

The Meadows Subdivision lots 1-18 and common areas inclusive
The Skyline Heights Subdivision lots 1-62 and common areas inclusive
The Hollows Subdivision lots 1-133 and common areas inclusive

4. The Skyline Heights Declaration was originally recorded against the lots and common areas of the Meadows Subdivision, the Skyline Heights Subdivision, the Willow Glen Subdivision, the South Ridge Subdivision, and the North Ridge Subdivision. Prior to this Declaration, the Willow Glen, South Ridge, and North Ridge subdivisions were de-annexed from the association created by the Skyline Heights Declaration and were removed from the effects of the same. The Willow Glen, South Ridge, and North Ridge subdivisions shall not be part of the Legacy Mountain Homeowners' Association nor shall they be subject to this Declaration except that the Legacy Mountain Homeowner' Association shall have authority to enforce this Declaration against any lot in the Willow Glen, South Ridge, and North Ridge subdivisions where an instrument of de-annexation is not recorded.
5. The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots

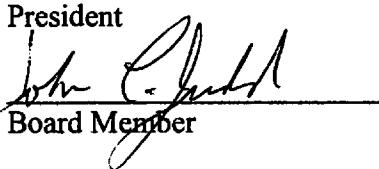
1 Amended, Restated, and Consolidated Declaration of Covenants, Conditions,
& Restrictions for Legacy Mountain Homeowners' Association

within the Project. Common Areas are those areas that are darkly shaded on Exhibit "A" and those areas described in this Declaration.

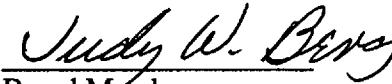
6. One association was created by the Skyline Heights Declaration which was therein referred to as the "Skyline Heights Subdivisions" and another was created by the Hollows Declaration which was therein referred to as the "Hollows Subdivision." While the members of the association have jointly elected, operated under, and ratified a combined board of directors, and while some previous efforts have been made to consolidate these associations, such consolidation was not formalized. Accordingly, in accordance with Utah Code § 57-8a-601, the Members of the Skyline Heights Subdivisions and the Hollows Subdivision hereby consent, ratify and approve the consolidation of these associations into a single association. The Skyline Heights Subdivisions and the Hollows Subdivision, by and through their Members hereby authorize, approve, and ratify the creation of the Utah nonprofit corporation known as Legacy Mountain Homeowners' Association, Inc.
7. Pursuant to Article IX, Section 2 of the Skyline Heights Declaration, and pursuant to Article IX, Section 2 of the Hollows Declaration, owners of record in the Skyline Heights Subdivisions holding not less than fifty percent (50%) of the total voting power and owners of record in the Hollows Subdivision holding not less than sixty percent (60%) of the total voting power provided their written consent approving, ratifying, and consenting to 1) the filing of the Articles of Incorporation for the Association; 2) the consolidation of the Skyline Heights Subdivisions and the Hollows Subdivision; 3) the recording of the Bylaws for the Association; and 4) the recording of this Declaration.

President and Treasurer, of the combined Board of Directors, hereby certify and swear that the above described approval was obtained ratifying, accepting and approving the recording or filing of this Declaration, the Bylaws and the Articles.

President


John C. Judd
Board Member

Treasurer


Judy W. Berry
Board Member

8. By subjecting the Property to this Declaration it is the desire, intent and purpose of the Association to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on the Property, and which will increase and preserve the utility, attractiveness, quality and value of said land
9. These recitals are made a part of this Declaration.

SUBMISSION

1. The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et seq.* The Property does not constitute a cooperative.
2. Amended, Restated, and Consolidated Declaration of Covenants, Conditions, & Restrictions for Legacy Mountain Homeowners' Association

2. The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

I. DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code Ann. § 57-8a-102.

1. **Additional Charges** shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorneys' fees, fines, late fees, default interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.
2. **Articles of Incorporation** shall mean the Articles of Incorporation of Legacy Mountain Homeowners' Association, Inc. on file with the State of Utah.
3. **Assessment** shall mean any amount imposed upon, assessed or charged an Owner or Resident at the Project.
4. **Association** shall mean Legacy Mountain Homeowners' Association, Inc., the Utah nonprofit corporation that was created by the filing of the Articles of Incorporation with the State of Utah.
5. **Board of Directors or Board** shall mean the governing board of the Association.
6. **Building** shall mean any of the structures constructed in the Project.
7. **Budget** shall mean a written, itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration.
8. **Business Use and Trade** shall mean any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form

3 Amended, Restated, and Consolidated Declaration of Covenants, Conditions,
& Restrictions for Legacy Mountain Homeowners' Association

of consideration, regardless of whether such activity (a) is engaged in full or part-time; (b) does or does generate a profit; or (c) is or is not required to be licensed.

9. Bylaws shall mean the Bylaws of the Association.
10. Capital Improvement shall mean a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.
11. Common Area shall mean all real property in the Project owned by the Association including but not limited to the following items:
 - (a) The real property shown on a Plat which is not dedicated to the public or part of a Lot;
 - (b) All Common Areas specifically designated as such in a Plat;
 - (c) All utility installations and all equipment connected with or in any way related to the furnishing of common utilities to the Project and intended for the common use of all Lots, such as power, gas, water and sewer;
 - (d) The roads and open spaces;
 - (e) All portions of the Project not specifically included within the individual Lots; and
 - (f) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.
12. Common Expense shall mean:
 - (a) All sums lawfully assessed against the Owners;
 - (b) Expenses of administration, maintenance, repair or replacement of the Project;
 - (c) Expenses allocated by the Association among the Owners;
 - (d) Expenses agreed upon as common expenses by the Association; and
 - (e) Expenses declared as common expenses by the Declaration.
13. Community shall mean this Project.
14. Community Standard or Community Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, as determined by the Board from time to time.
15. Corrective Assessments shall mean a charge against a particular Owner and his Lot representing the costs to the Association incurred in taking corrective action against an Owner, including without limitation actions taken pursuant to Sections within the

declaration.

16. County Recorder shall mean the Sanpete County Recorder, State of Utah.
17. Declaration shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Legacy Mountain.
18. Design Guidelines shall mean the guidelines adopted from time to time by the Board at its sole discretion, or by the Architectural Review Committee as provided for herein, setting forth certain architectural standards and specification regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements on the Property. The Design Guidelines are incorporated in this Declaration by reference
18. Dwelling or Dwelling Unit shall mean an individual living unit, residence, home or dwelling constructed upon a Lot.
19. Eligible Insurer shall mean an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
20. Eligible Mortgagee shall mean a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
21. Eligible Votes shall mean those votes available to be cast on any issue before the Association or the Board. Each lot Owner is allocated 1 vote for each lot in good standing. If a Lot Owner is not current on the payment of his Assessments and fails to cure the default within thirty (30) days after written notice, then his vote shall be considered "suspended." A vote which is for any reason suspended is not an "eligible vote".
22. Governing Documents shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles of Incorporation, the Bylaws, any Plat, this Declaration, and Rules and Regulations.
23. Guest shall mean an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.
24. Improvement shall mean any physical change or addition to the Land to make it more valuable.
25. Lot shall mean a separate physical part of the Property intended for independent use as shown on a Plat. The term may include when the context requires the Dwelling Unit constructed thereon. Mechanical equipment and appurtenances located within any one Lot, or located without said Lot but designated and designed to serve only that Lot, such

as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Lot; so shall windows and window frames, doors and door frames, and trim. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Lot or serving only the Lot, and any structural members, parts, components or any other property of any kind shall be deemed to be part of the Lot. Each Lot shall be assigned a separate "parcel" or "tax identification" number by the appropriate governmental agency.

26. Lot Number shall mean the number, letter, or combination thereof designating a particular Lot.
27. Majority shall mean those eligible votes of Owners or other groups as the context may indicate totaling more than fifty percent of the total eligible number.
28. Member, unless the context clearly requires otherwise, shall mean the Owner of a Lot.
29. Owner shall mean the Person who is the owner of a Lot, including any past or present declarant. There is a presumption that the owner of record in the office of the County Recorder of a fee or an undivided fee interest in a Lot, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, is the Owner.
30. Person shall mean a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
31. Plat shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, Improvements, or Dwellings; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Buildings, Improvements, or Dwellings created by the Plat shall comprise the Project (whether the Project is identified by the name "Legacy Mountain," "Skyline Heights," "the Meadows," "the Hollows," or by another name); and (d) which is filed for record in the office of Sanpete County
31. Repair shall mean merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.
32. Resident shall mean any person living or staying at a Legacy Mountain property.
33. Rules and Regulations shall mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable to (a) aid it in administering the affairs of the Association, (b) insure that the Property is maintained and used in a manner consistent with the interests of the Owners, (c) regulate the use of the Lots and/or Common Area and to regulate the personal conduct of the Members and their guests thereon, and (d) establish penalties and

6 Amended, Restated, and Consolidated Declaration of Covenants, Conditions,
& Restrictions for Legacy Mountain Homeowners' Association

monetary charges for the infractions of the Governing Documents, as such may be amended from time to time.

34. Single Family shall mean that term as it is defined by local ordinance and if there is no local ordinance, then *one* of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.
35. Single Family Residence shall mean both the architectural style of a Dwelling and the nature of the residential use permitted.
36. Successor Declarant shall mean the Association, its successors and assigns.
36. Trust Deed for Assessments shall mean the deed of trust created by this Declaration in Article II, subsection 34(f) to further secure the Owner's obligations to pay Assessments and to provide the Association with the power of non-judicial trust deed foreclosure provided for in Utah Code Ann. §57-1-19, *et seq.*, as amended from time to time.

II. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements contained in the Project include or will include Common Area and Facilities and 213 Lots comprised of:
 - 133 Lots The Hollows
 - 62 Lots Skyline Heights
 - 18 Lots The MeadowsThe Common Area and Facilities may include roadways, parking, open space and other improvements of a less significant nature. In addition, the Owners will have an appurtenant non-exclusive easement of enjoyment and right to use the Common Area which may include places to walk, hike, jog, bicycle, and otherwise recreate.
2. Description and Legal Status of the Property. The Plat or Plats show the type and location of each Lot and its Lot Number, which are reserved for the exclusive use of a Lot or Owners, and the Common Area and Facilities in the vicinity. The Common Area shall be deeded to and owned by the Association. All Lots shall be capable of being independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.
3. Membership in the Association and Voting Allocations. There is one class of Membership in the Association. Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot. Each Owner by virtue of his accepting a

7 Amended, Restated, and Consolidated Declaration of Covenants, Conditions,
& Restrictions for Legacy Mountain Homeowners' Association

deed or other document of conveyance to a Lot is considered a member of the Association. Each Lot shall have one (1) vote. No vote shall be cast or counted for any Lot not subject to assessment. When more than one (1) Person holds an ownership interest in a Lot, then the vote for such Lot shall be exercised as those individuals selected by the Owner and the Owner shall advise the Secretary of the Association of such selection prior to any meeting of the Association or Lot Owners. In the absence of such notice the vote of the Lot shall be counted unless more than one (1) Person seeks to exercise it and in that event the vote shall be suspended.

4. **Corporate Status of the Association.** It is intended that the Association be a nonprofit Utah corporation. If for any reason the Association loses such status or is suspended or dissolved, the Board of Directors may unilaterally re-file the articles of incorporation of the Association and adopt the prior bylaws.
5. **Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of [Lot No. ____] contained within [Name of Subdivision] as the same is identified in a Plat recorded in Sanpete County, Utah as Entry No. _____ in Book _____ at Page _____ of the official records of the County Recorder of Sanpete County, Utah (as said Final Plat may have heretofore been amended or supplemented) and in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Legacy Mountain , recorded in Sanpete County, Utah as Entry No. _____ in Book _____ at Pages _____ of the official records of the County Recorder of Sanpete County, Utah (as said Declaration may have heretofore been amended or supplemented).

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Membership in the Association and the non-exclusive right to use and enjoy the Common Area and Facilities shall not be separated from the Lot to which they appertain; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of non-exclusive use shall automatically accompany the transfer of the Lot to which they relate.

6. **Architectural Review Committee and Design Guidelines.**
 - (a) The Board shall appoint an Architectural Review Committee (“ARC”) and may establish provisions related to the ARC in the Association Rules. The ARC may consist entirely or in part of members of the Board. If the Board does not appoint an ARC, the Board shall serve as the ARC. The ARC shall prepare or adopt and promulgate on behalf of the Board design and development guidelines (the “Design Guidelines”) and application and review procedures applicable to the Association Properties or any portion thereof. The Design guidelines and procedures shall be those of the Association and the ARC shall have the sole and full authority to prepare and to amend the same, subject to approval of local city or county governing bodies

(if applicable). Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Design Guidelines, the ARC or the Board shall hold a meeting at which it provides the Members an opportunity to be heard. The ARC or the Board shall deliver to the Members notice of the meeting and its purpose at least 15 days prior to the meeting. The Association shall make copies of the guidelines and procedures available, upon request, to Owners, builders, and developers who seek to engage in development of or construction upon any portion of the Property, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

- (b) Any construction, alteration, modification, removal or destruction, within the project, including the location of all improvements, must be approved in writing by the ARC prior to the commencement of the same. No person commencing such construction, alteration, modification, removal or destruction prior to receipt of such written approval shall acquire any vested rights in any such improvement. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.
- (c) The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Design Guidelines. Considerations such as siting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.
- (d) Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.
- (e) Any Owner adversely impacted by action of the ARC may appeal such action to the Board. If, however, the ARC's duties are being carried out by the Board, then no such right to appeal shall exist.
- (f) All appeals and hearings shall be conducted in accordance with procedures set forth by the Board by resolution.
- (g) The ARC's approval of any proposal shall automatically be revoked within six (6) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.
- (h) The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if

the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Board.

- (i) Neither the Board nor the ARC shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner

7. Standards for Maintenance and Construction.

- (a) Maintenance of the exterior of Buildings and Improvements shall be accomplished in accordance with the Design Guidelines.
 - (b) Throughout any period of construction upon a Lot, the Owner of such Lot shall keep the Lot and all streets used by construction equipment or trucks in a clean and safe condition, shall remove all trash, rubbish, debris therefrom and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Lots.
8. Rights of Owners. Neither the Board nor the Members may adopt any Rules and Regulations in violation of the following provisions, though where not specifically provided for otherwise the following provisions may be altered by an amendment to this Declaration if permitted by law:
- (a) Similar Treatment. Owners and occupants shall be treated similarly.
 - (b) Household Composition. No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Declaration limits residency in a Dwelling to a Single Family and the Association shall have the power to limit the total number of occupants permitted in each Dwelling on the basis of the size and facilities of the Dwelling and its fair share use of the Common Area.
 - (c) Activities Within Lots. No rule shall interfere with the activities carried on within the confines of Lots, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the Lot, or that create any unreasonable sound or annoyance.

- (d) Allocation of Burdens and Benefits. No rule shall alter the basis for allocation of financial burdens among various Lots or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the use of the Common Area from adopting generally applicable rules for use of Common Area or from denying use privileges to those who abuse the Common Area, violate Governing Documents, or fail to pay assessments. This provision does not affect the right to increase the amount of Assessments.
- (e) Alienation. Subject to any leasing or rental restrictions set forth herein or by statute, no rule shall prohibit the renting or transferring of a Lot or require consent of the Association or Board of Directors.
- (f) Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the Property shall apply prospectively only and shall not require the removal of any property which was being kept on the Property prior to the adoption of such and which was in compliance with all Rules and Regulations in force at such time unless otherwise required to be removed by law. The limitations in this subsection shall apply to Rules and Regulations only; they shall not apply to amendments to this Declaration.
- (g) Ownership and Use in General.
- (1) Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot.
 - (2) There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by any Person.
 - (3) The Project shall be used only for residential purposes, except as expressly set forth below, and the Common Area shall only be used in a manner consistent with the residential and recreational nature of the Project.
- (h) Mandatory Association. Membership in the Association is mandatory.
- (i) Joint or Common Utility Easements with Neighboring Subdivisions, Projects or Developments. The Successor Declarant for itself and/or its successors in interest (including but not limited to the Association), hereby reserves the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or to convey to owners or Successor Declarants of adjoining subdivisions, projects or developments any and all reasonable and necessary utility easements or rights of way for water, power, sewer, storm drain systems or the like under, over, across or through the Project.
- (j) Rules and Regulations. The Association, acting through its Board, shall have the power and authority to adopt administrative or house Rules and Regulations, which shall be binding upon all Owners and Residents, and their family, guests, visitors,

invitees, and employees.

(k) Restrictions and Limitations of Use. The use of the Lots is subject to the following limitations and restrictions:

- (1) Parties Bound. The Declaration shall be binding upon all Lots, Owners, Residents, guests, visitors and invitees.
- (2) Nuisance. It shall be the responsibility of each Owner and Resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following:
 - a. The existence of any unclean, unhealthy, unsightly, or unreasonable condition on, in or about a Lot or the Common Area;
 - b. The storage of any item, property or thing that causes any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
 - c. The storage of any substance, thing or material upon any Lot or Common Area that emits any foul, unpleasant or noxious odors, or that causes any noise or other condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
 - d. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Area;
 - e. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
 - f. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;
 - g. Creating or allowing an unreasonable amount of noise or traffic in, on or about any Lot or the Common Area, particularly during quiet hours if such has been established by the Board of Directors. This includes but is not limited to the unreasonable use of equipment, machinery, motorcycles, ATVs, off-road vehicles and so forth.
 - h. Any use of tents, trailers, mobile homes, prefabricated homes, metal sheds, or other temporary structures as a permanent residence or that is otherwise unreasonable or in violation of the Governing Documents.

- i. Violation of U.C.A., Section 78-38-9 (1999) which includes prohibitions against drug houses and drug dealing, gambling, group criminal activity, prostitution, illegal weapons, and parties as those terms have been defined by the Utah legislature.
- (3) Subdivision of a Lot. No Lot shall be subdivided or partitioned.
- (4) Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures such as pre-fabricated homes, sheds, or similar temporary structures without the prior express written consent of the Board of Directors except as provided for herein.
- (5) Unauthorized Improvements and Plantings. No physical improvement, gate, fence, wall, hedge, shrub, bush, tree, monument or other structure, real or artificial, shall be placed, installed, constructed, planted or permitted by any Owner in, on or about the Common Area. The Board may alter or remove any such unauthorized or nonconforming items without further notice.
- (6) Alternative Energy Resources. In accordance with local, state and federal guidelines alternate energy resources, including by way of illustration but not limitation energy collector panels, geothermal products, wind turbines or other technology, including related systems, equipment and attendant hardware are encouraged. All proposed alternative energy devices must be approved in advance in writing by the Board of Directors.
- (7) Business Use. No Business Use or Trade may be conducted in or from any Lot unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Board. Notwithstanding the above, the renting of a residence shall not be considered a trade or business within the meaning of this subsection.
- (8) Driving, Parking and Storage of Vehicles and Trailers. The driving, parking, standing and storing of motor vehicles and trailers in, on, or about the Project shall be subject to the Rules and Regulations adopted by the Board and as they may be modified from time to time.
- (11) Vehicles or trailers parked or stored in violation of this Declaration or parking Rules and Regulations adopted by the Board may be immobilized, impounded,

and towed **WITHOUT ADDITIONAL NOTICE** and at the owner's sole risk and expense. The Association shall comply with all applicable state laws and local ordinances regarding such remedies, and provide the notice required. By virtue of bringing a motor vehicle on to the Property, the driver agrees to indemnify, save and hold the Association, Board and Directors harmless from any loss, damage or claim caused by or arising out of the immobilizing, impounding, or towing of a motor vehicle pursuant hereto.

- (12) **Aerials, Antennas, and Satellite Systems.** The Board shall have authority to adopt Rules and Regulations regulating and prohibiting Antennas and satellite dishes within the Property, including Rules and Regulations establishing a preferred hierarchy of alternative locations and requiring screening of all such devices, so long as such Rules and Regulations do not unreasonably increase the cost of installation, maintenance, or use of the same. Anything to the contrary notwithstanding, it is the intent of this document to at all times comply with the applicable federal, state and local laws, and regulations adopted by the FCC – as they may be amended from time to time. DO NOT INSTALL AN ANTENNA OR SATELLITE DISH OUTSIDE YOUR LOT OR IN THE COMMON AREA WITHOUT FOLLOWING THE PROVISIONS OF THE GOVERNING DOCUMENTS RELATED TO THE SAME. Antennas or Satellite dishes installed by an Owner or resident in violation of this section may be removed by the Board without further notice or warning and at the owner's sole risk and expense.
- (13) **Animals and Pets.** The Board of Directors may adopt Rules and Regulations regarding restrictions on animals and Domestic Pets.
- (14) **Pollutants and Hazardous or Toxic Substances.** No pollutants, hazardous materials or toxic substances, as those terms are defined by federal or state law, or local ordinance, are allowed.
- (17) **Insurance.** Nothing shall be done or kept in, on or about any Lot or in the Common Area which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Board, but for such activity, would pay.
- (18) **Laws.** Nothing shall be done or kept in, on or about any Lot or Common Area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- (19) **Damage or Waste.** No damage shall be caused to, or waste of, the Common Area and Facilities by any Owner or Resident, or their family members, guests or invitees; and each Owner and Resident shall indemnify and hold the Board and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, or their family

members, guests or invitees;

- (20) Structural Alterations. Except in the case of an emergency repair, no structural alterations may be made to any residence or other building without the prior written consent of the Architectural Review Committee.
9. Leasing and Rental Restrictions. The Board may adopt Rules and Regulations regarding Leasing and Rental Restriction or prohibiting leasing and renting of Residences.
10. Liability of Owners and Residents for Damages. Each Owner and Person is liable to the Association and/or other Owners or Persons for property damage or bodily harm, including wrongful death, caused by his negligence or lack of due care.
11. Governing Board. The Association shall be managed by a Board of Directors comprised of an odd number of at least three (3) and no more than seven (7) Owners who shall be natural persons, duly elected.
12. Status and General Authority of Governing Board. Any instrument executed by the Board that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its name. The Board shall have, and is hereby granted, the following authority and powers:
- (a) Access. The Board or Manager shall have the right to have access to each Lot, Building and the Common Area and Facilities, (1) from time to time during reasonable hours and after reasonable notice to the occupant of the Lot being entered, as may be necessary for the maintenance, repair, or replacement of any of the Common Area and Facilities; and (2) for making emergency repairs necessary to prevent damage to the Common Area and Facilities or to another Lot or Lots, provided that a reasonable effort is made to provide notice to the occupant of the Lot prior to entry. For purposes of this subsection the term "emergency" means an event or occurrence which threatens to cause substantial and imminent damage to person or property.
- (b) Grant Easements. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.
- (c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Final Plat which has been approved by the vote

or consent necessary to authorize such amendment.

- (d) Standing. The power to sue and be sued.
 - (e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
 - (f) Transfer Interests in Real Property. The power and authority to exchange, convey or transfer, in accordance with the Utah Revised Nonprofit Corporation Act, any interest in real property, so long as it has been approved by at least sixty-seven percent (67%) of the Eligible Votes of the Association Members.
 - (g) Add or Purchase Property. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least sixty-seven percent (67%) of the Eligible Votes of the Association Members.
 - (h) Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with applicable law and this Declaration.
 - (i) Meetings. Meetings shall be open to all Owners unless the Board retires to executive session (closed meeting) to discuss legal issues and litigation, negotiations for buying or selling property, or issues related to employees and personnel.
 - (j) Delegation of Authority. The power and authority to delegate its responsibilities over the management and control of the Common Area and regulation of the Project to a professional Manager, reserving the right, power and authority, however, to control and oversee the administration thereof.
 - (k) Utilities. Pay all common power, water, bills.
 - (l) All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions on behalf of the Owners.
13. Meetings of Governing Board. The Board of Directors shall meet at least quarterly. Meetings may be in person or by any electronic means allowed by statute.
14. Delegation of Management Responsibilities. The Board may delegate some of its management responsibilities to a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Board may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities.

15. Owners Meetings. The Association shall meet at least annually at a time and place set by the Board of Directors. Meetings may be in person or by any electronic means allowed by statute.
16. Assumption of Risk. The Association may, but shall not be obligated to, sponsor certain activities or provide facilities designed to promote the health, safety, and welfare of Owners and Residents. Each such Person by accepting a deed or other document of conveyance to a Lot or coming onto the Property hereby assumes all risks associated with the use and enjoyment of the Project, including negligent acts. Each Owner by virtue of his acceptance of title to his Lot and each other Person having an interest in or lien upon, or making any use of, any portion of the Project (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands, and causes of action against the Association, Board of Directors, Directors, Officers and/or Manager, and their employees, contractors, subcontractors, agents, successors and assigns from or connected with the foregoing items.
17. Capital Improvements. The cost of capital improvements may be made out of budgeted operating revenues, reserve accounts or special assessments. Any Capital Improvement which would cost more than \$5,000, adjusted for inflation pursuant to the Consumer Price Index, shall, prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the Eligible Votes of the Members.
18. Recycling Programs. The Board may establish a recycling program and recycling center within the Project,
19. Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge additional use and consumption fees for services and facilities. The Board shall be permitted to modify or cancel existing services or facilities, if any, or to provide additional services and facilities. Nothing contained herein shall be relied upon as a representation as to what services and facilities, if any, will be provided by the Association. Project water charges and storm water fees shall be paid as a Common Expense.
20. View Impairment. The Association neither guarantees or represents that any view over and across any property, including any Lot, from an adjacent Building will be preserved without impairment. The Association shall not have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.
21. Relationship with Adjacent Projects. Adjacent to or in the vicinity of the Project are projects which have been or, in the future, may be developed as independent commercial or residential areas, or combinations thereof (including, but not limited to, rental apartments, retail or other business areas). The Association may enter into an agreement

to share costs and facilities with all or any of the owners of such adjacent or nearby commercial and/or residential areas which allocates access, use of Common Area, maintenance responsibilities, expenses, and other matters between the Association and such property owners.

22. **The Maintenance Responsibility of the Association.** The Association shall maintain, replace, and keep in a state of good repair the Common Area and Facilities.
23. **The Maintenance Responsibility of the Owners.** Each Owner shall keep his Dwelling and Lot in good condition and repair. No Owner shall do or fail to do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value, or impair any easement or hereditament. Owners shall comply strictly with any and all applicable local ordinances.
24. **Garbage Removal.** The Association may arrange for garbage pickup and removal. Owners shall place their garbage in suitable containers and deposit them into the designated dumpster.
25. **Snow Removal.** The Association may arrange for the removal of snow and ice accumulations from all common areas that lie within the Association's Area of Common Responsibility. Each Owner is solely responsible for the removal of snow and ice accumulations from his Lot
26. **Standard of Care: General.** The Property Owner shall maintain the lot in a usable, clean, functional, safe, healthy, sanitary, attractive, and good condition, consistent with the Community Wide Standard. If a dispute arises between an Owner and the Board of Directors as to the condition of a Lot, the decision of the Board shall be final, binding and conclusive.
27. **Standard of Care: Landscaping.** All landscaping shall be maintained and cared for in a manner consistent with the applicable provisions in this Declaration, Rules and Regulations established by the Board of Directors, Community Wide Standards, and the quality of design and construction originally established by developer. Specific guidelines and restrictions on landscaping may be established by the Board from time to time. No landscaping shall be permitted to affect adversely any ecosystem, natural habitat, the value or use of any other Lot, or to detract from the uniform the design and appearance of the Project. No Owner shall neglect to maintain his landscaping.
28. **Remedies.** If the Board of Directors determines that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or that the need for maintenance, repair, or replacement of the Common Area is caused through the willful or negligent act of any Owner, his family, guests, lessees, or invitees, and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

- (a) Notice of Intent to Repair. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. The Owner shall have 30 (30) days after receipt of notice within which to complete the maintenance, replacement or repair, or if the maintenance, replacement or repair is not capable of completion within such time period, to commence the maintenance, replacement or repair within thirty (30) days during periods of reasonable access to the Lot.
 - (b) Emergency Situation. If the Board determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.
 - (c) Optional Repairs. The Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.
 - (d) Costs and Expenses. Costs incurred by the Association in the performance of an item included in the Area of Personal Responsibility shall be added to and become a part of the Assessment to which such Owner and Lot is subject, and shall be secured by a lien against his Lot regardless of whether a notice of lien is filed
29. Alterations to the Common Area. No Owner or Resident may at any time modify the drainage patterns or systems, landscaping, or make any structural alterations, modifications, changes or improvements to the Building or Common Area or Facilities, including but not limited to the construction or installation of any additions, and the extension or enclosure of any existing structures shown on the approved plans and specifications, without the prior written consent of the Board.
30. Common Expenses.
- (a) Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Board shall prepare and deliver to the Owners a proposed Budget:
 - (1) Itemization. The Budget shall set forth an itemization of the anticipated Common Expenses (including that portion earmarked for the reserve account(s) and the Association's proportionate share of the cost of maintaining the Recreation Amenity) for the twelve (12) month fiscal year, commencing with the following June 1.
 - (2) Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, road and grounds maintenance, taxes and special assessments, premiums for all insurance which the Board is required or

permitted to maintain, common lighting and heating, common water charges, trash collection, storm drain fees, common sewer charges, sewer maintenance costs, carpeting, painting, repairs and maintenance of the Common Areas, including the Recreation Amenity, and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Board employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

- (3) The Owners may call a special meeting within forty-five (45) days of the meeting providing the proposed Budget to vote to disapprove the Budget, although to set it aside and to reject a proposed Budget requires the affirmative written consent of at least a majority of total ownership. If the new budget is disapproved, then the prior year's budget continues.
 - (a) Payment of Assessments. The Board shall determine how and when the Assessments are paid.
 - (b) Personal Obligation of Owner. Owners are liable to pay all Assessments assessed and Additional Charges. The buyer of a Lot shall be jointly and severally liable with the seller for any and all unpaid Assessments and related charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both the legal and equitable interest in any Lot; (2) the owner of record in the offices of the County Recorder of Sanpete County, Utah; and (3) both the Buyer and Seller under any executory sales contract or other similar instrument.
 - (c) Equitable Assessment Fee Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or non-recurring expenses, the Board may no more than one time per year effect an equitable change in the amount of said payments, but, without the prior approval of a majority of the Eligible Votes of the Members of the Association, not greater than fifteen (15%) percent of the Assessment in any calendar year. Owners shall be given at least thirty (30) days written notice of any changes. Owners may reject the assessment change at the Annual meeting with at least a 50% of the owners.
 - (d) Reserve Analysis and Reserve Fund. The Association shall establish and maintain a reasonable reserve fund of funds (the "Reserve Fund") and shall

prepare or purchase and update a prudent reserve analysis (the "Reserve Analysis") and shall present the Reserve Analysis and Reserve Fund to the Owners, in strict accordance with and all as required by statute.

- (e) Statement of Assessments Due. Upon written request, the Board shall furnish to any Owner a statement of Assessments due as required by statute.
31. Annual Assessments. Each Owner shall pay his Annual Assessment promptly. Annual Assessments shall be due as determined by the Board of Directors. Late fees and finance charges may be assessed by the Board of Directors.
32. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy special assessments in any year. The Board in its discretion may allow but is not obligated to allow any special assessment to be paid in installments.
33. Individual or Corrective Assessments. Individual or Corrective Assessments shall be levied by the Board of Directors against a Lot and/or its Owner to reimburse the Association for:
- a. administrative costs and expenses incurred by the Board in enforcing the Governing Documents;
 - b. costs associated with the maintenance, repair or replacement of Common Area for which the Owner is responsible;
 - c. any other charge, fee, fine, dues, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board; and
 - d. attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.
34. Collection of Assessments and Liens to Secure Payment. The Owners must pay their Annual and all other Assessments in a timely manner as determined by the Board of Directors. Time is of the essence. If any Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Association it is a lien upon the Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances. Each Lot or Owner shall have the right to written notice of any recorded "Notice of Lien" and the opportunity to challenge the lien at an informal hearing before the Board of Directors in accordance with the requirements of local statute.
- (a) Remedies. Each Owner, by acceptance of a deed or other document of conveyance,

vests in the Association or its agents the right and power to bring all actions against him personally for the collection of all Assessments and related charges as a debt and/or to foreclose the lien securing the obligation in the same manner as other security instruments, mortgages or trust deeds.

- (b) **No Waiver.** No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Area or the abandonment of his Lot.
- (c) **Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.
- (d) **Judicial or Nonjudicial Foreclosure.** Before proceeding with the foreclosure of a lien against a Lot the Association shall give the Owner that notice required by law.
- (e) **Foreclosure of Lien as Mortgage or Trust Deed.** The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Board. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.
- (f) **Trust Deed for Assessments.** By acceptance of a deed for a Lot, each Owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the Owner's Lot and appurtenant Common Area, and all improvements thereon for the purpose of securing payment of all Assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§57-1-19, *et seq.*, as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the local County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, *et seq.*

35. Liability of Board. The Association shall indemnify every officer and member of the Board against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he may be a party by reason of being or having been an officer or member of the Board. The officers and members of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer or member of the Board, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' insurance coverage to fund this obligation, if such insurance is reasonably available.

36. Insurance.

- (a) The Association shall secure and at all times maintain the following insurance coverage:
 - (1) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurance replacement value of all improvements, if any, comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "Legacy Mountain Homeowners Association, for the use and benefit of the individual Members, Lot Owners and Mortgagees, as their interests may appear".
 - (2) A comprehensive general liability insurance policy insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Common Areas which may rise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 Combined Single Limit Each Occurrence for bodily injury and property damage liability and not less than \$2,000,000 General Aggregate. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.
 - (3) Directors and Officers coverage for no less than \$1,000,000 limits of liability per occurrence and annual aggregate.

- (4) A fidelity bond or employee's dishonesty policy/endorsement.
- (c) The following additional provisions shall apply with respect to insurance:
 - (1) In addition to the insurance described above, the Association shall secure and all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.
 - (2) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
 - (3) The Association shall have the authority to adjust losses.
 - (4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
 - (5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide:
 - a. a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants;
 - b. that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners;
 - c. that it cannot be cancelled, suspended or invalidated due to the conduct of the Association or of any director, officer, agent or employee of the Association without a prior written demand that the defect be cured;
 - d. that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.
 - (6) In the event of a conflict, inconsistency or incongruity between the provisions of this Section and applicable Utah law, the latter shall in all respects govern and control.
- 37. Amendment. The affirmative vote of a majority of the Eligible Votes of the Members of the Association shall be required and shall be sufficient to amend the Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Board. In such instrument the Board shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of eligible lot owners is required for such amendment, that such approval has been obtained.
- 38. Limitation on Improvements by Association. There is no limit on the right of the Association to improve the Common Area and Facilities.
- 39. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and

shall be binding upon and shall inure to the benefit of the Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

40. **Enforcement and Right to Recover Attorney's Fees.** Should the Association or Board be required to take action to enforce the Declaration, Bylaws or any administrative Rules and Regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue. In addition, the Board may impose the following sanctions after proper notice and the opportunity to be heard:
 - (a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
 - (b) suspending an Owner's right to vote;
 - (c) suspending any Person's right to use any of the recreational facilities; provided, however, nothing herein contained shall authorize the Board to limit ingress or egress to or from a Lot;
 - (d) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
 - (e) exercising self-help in any emergency situation (specifically including but not limited to the towing of vehicles that are in violation of the parking rules);
 - (f) requiring an Owner at his sole expense to remove any structure or improvement in the Common Area, and upon the failure of the Owner to do so, the Board or its designee shall have the right to enter the property and remove the violation and restore the property to its original condition, and such action shall not be deemed a trespass and the costs of correction shall be levied as an Individual Assessment against the Lot;
 - (g) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Governing Documents; and
 - (h) levying Individual Assessments or Additional Charges to cover costs incurred by the Association to bring a Lot or Owner into compliance.

The Board of Directors may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns

when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.

41. Term. This Declaration, including its amendments and supplements, shall continue for a term of twenty (20) years from its date of recordation unless revised by the Board of Directors and subsequently approved by a majority of the Eligible Votes of the Members of the Association. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until a vote of a majority of the Eligible Votes of the Members of the Association determines that this Declaration shall terminate.
42. Action of Members. Any action allowed or required to be taken by the Members under this Declaration may be taken (a) at a meeting where Members are represented in person, by proxy or by ballot, (b) by written consent without a meeting, or (c) by ballot as the Bylaws may allow.
43. Electronic Communications. Communication by electronic means is permitted as allowed by the Utah Revised Nonprofit Corporations Act.
44. Fair and Reasonable Notice. Notice given in accordance with the provisions of the Utah Revised Nonprofit Corporations Act shall be considered fair and reasonable notice.
45. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to a Plat shall take effect upon its being filed for record in the office of the County Recorder of Sanpete County, Utah.

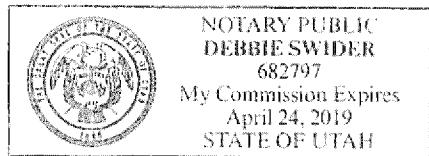
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association adopted this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for and respecting Legacy Mountain Homeowners' Association with the necessary approval of Lot owners as required herein, on the 17 day of Aug., 2017.

LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION

BY: John Glad
TITLE: President B.O.D.

STATE OF UTAH)
)
) SS:
COUNTY OF UTAH)

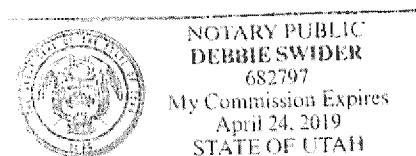


On the 17 day of August, 2017, who by me being duly sworn, did say that he/she is a member of the Board of Legacy Mountain Homeowners' Association and that the foregoing instrument was properly ratified by a majority of the Lot Owners.

Debbi Swid
Notary Public

BY: Richard F. Sackwehr
TITLE: Vice President B.O.D.

STATE OF UTAH)
)
) SS:
COUNTY OF SANPETE)



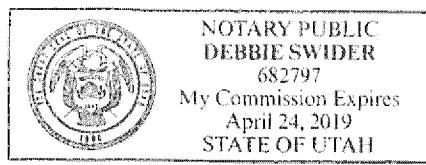
On the 17 day of August, 2017, who by me being duly sworn, did say that he/she is a member of the Board of Legacy Mountain Homeowners' Association and that the foregoing instrument was properly ratified by a majority of the Lot Owners.

Debbi Swid
Notary Public

BY: Judy W Berg

TITLE: Treasure B.O.D.

STATE OF UTAH)
) SS:
COUNTY OF SANPETE)
 San Lake



On the 17 day of August, 2017, who by me being duly sworn, did say that he/she is a member of the Board of Legacy Mountain Homeowners' Association and that the foregoing instrument was properly ratified by a majority of the Lot Owners.

Debbie Swider
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Description of the Property of the Legacy Mountain Homeowner's Association:

The Meadows Subdivision lots 1-18 and common areas inclusive

The Skyline Heights Subdivision lots 1-62 and common areas inclusive

The Hollows Subdivision lots 1-133 and common areas inclusive

(Remainder of Page Left Intentionally Blank – see following pages)

SKYLINE HEIGHTS

Parcel Number	Serial Number	Legal Description
0000060000	2-14-5-522-00001	LOT 1, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.52 AC
0000060001	2-14-5-522-00002	LOT 2, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.73 AC
0000060002	2-14-5-522-00003	LOT 3, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.80 AC
0000060003	2-14-5-522-00004	LOT 4, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.82 AC
0000060004	2-14-5-522-00005	LOT 5, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.26 AC
0000060005	2-14-5-522-00006	LOT 6, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.59 AC
0000060006	2-14-5-522-00007	LOT 7, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.71 AC
0000060007	2-14-5-522-00008	LOT 8, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.73 AC
0000060008	2-14-5-522-00009	LOT 9, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.41 AC
0000060009	2-14-5-522-00010	LOT 10, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.48 AC
0000060010	2-14-5-522-00011	LOT 11, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.60 AC
0000060011	2-14-5-522-00012	LOT 12, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.60 AC
0000060012	2-14-5-522-00013	LOT 13, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 3.70 AC
0000060013	2-14-5-522-00014	LOT 14, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.60 AC
0000060014	2-14-5-522-00015	LOT 15, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.91 AC
0000060015	2-14-5-522-00016	LOT 16, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.82 AC
0000060016	2-14-5-522-00017	LOT 17, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.75 AC
0000060017	2-14-5-522-00018	LOT 18, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.74 AC
0000060018	2-14-5-522-00019	LOT 19, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.52 AC
0000060019	2-14-5-522-00020	LOT 20, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.53 AC
0000060020	2-14-5-522-00021	LOT 21, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.58 AC
0000060021	2-14-5-522-00022	LOT 22, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.80 AC
0000060022	2-14-5-522-00023	LOT 23, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.76 AC
0000060023	2-14-5-522-00024	LOT 24, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.89 AC
0000060024	2-14-5-522-00025	LOT 25, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.18 AC
0000060025	2-14-5-522-00026	LOT 26, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.25 AC
0000060026	2-14-5-522-00027	LOT 27, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.73 AC
0000060027	2-14-5-522-00028	LOT 28, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 0.84 AC
0000060028	2-14-5-522-00029	LOT 29, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.21 AC
0000060029	2-14-5-522-00030	LOT 30, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.60 AC
0000060030	2-14-5-522-00031	LOT 31, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.66 AC
0000060031	2-14-5-522-00032	LOT 32, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 3.13 AC
0000060032	2-14-5-522-00033	LOT 33, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.68 AC
0000060033	2-14-5-522-00034	LOT 34, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.40 AC
0000060034	2-14-5-522-00035	LOT 35, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.17 AC
0000060035	2-14-5-522-00036	LOT 36, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.78 AC
0000060036	2-14-5-522-00037	LOT 37, SKYLINE HEIGHTS SUBD PHASE 1-B CONT .99 AC
0000060037	2-14-5-522-00038	LOT 38, SKYLINE HEIGHTS SUBD PHASE 1-B CONT .99 AC

0000060038	2-14-5-522-00039	LOT 39, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.38 AC
0000060039	2-14-5-522-00040	LOT 40, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.79 AC
0000060040	2-14-5-522-00041	LOT 41, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.26 AC
0000060041	2-14-5-522-00042	LOT 42, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.06 AC
0000060042	2-14-5-522-00043	LOT 43, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.72 AC
0000060043	2-14-5-522-00044	LOT 44, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.54 AC
0000060044	2-14-5-522-00045	LOT 45, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.77 AC
0000060045	2-14-5-522-00046	LOT 46, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.91 AC
0000060046	2-14-5-522-00047	LOT 47, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.59 AC
0000060047	2-14-5-522-00048	LOT 48, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.11 AC
0000060048	2-14-5-522-00049	LOT 49, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.15 AC
0000060049	2-14-5-522-00050	LOT 50, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.47 AC
0000060050	2-14-5-522-00051	LOT 51, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.65 AC
0000060051	2-14-5-522-00052	LOT 52, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.65 AC
0000060052	2-14-5-522-00053	LOT 53, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.17 AC
0000060053	2-14-5-522-00054	LOT 54, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.65 AC
0000060054	2-14-5-522-00055	LOT 55, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 2.43 AC
0000060055	2-14-5-522-00056	LOT 56, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.81 AC
0000060056	2-14-5-522-00057	LOT 57, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.40 AC
0000060057	2-14-5-522-00058	LOT 58, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.36 AC
0000060058	2-14-5-522-00059	LOT 59, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.70 AC
0000060059	2-14-5-522-00060	LOT 60, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.56 AC
0000060060	2-14-5-522-00061	LOT 61, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.50 AC
0000060061	2-14-5-522-00062	LOT 62, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.72 AC

THE MEADOWS

Parcel Number	Serial Number	Legal Description
0000060077	2-14-5-515-00001	LOT 1, THE MEADOWS SUBD CONT 5.00 AC
0000060078	2-14-5-515-00002	LOT 2, THE MEADOWS SUBD CONT 5.02 AC
0000060079	2-14-5-515-00003	LOT 3, THE MEADOWS SUBD CONT 5.01 AC
0000060080	2-14-5-515-00004	LOT 4, THE MEADOWS SUBD CONT 5.05 AC
0000060081	2-14-5-515-00005	LOT 5, THE MEADOWS SUBD CONT 5.06 AC
0000060082	2-14-5-515-00006	LOT 6, THE MEADOWS SUBD CONT 5.00 AC
0000060083	2-14-5-515-00007	LOT 7, THE MEADOWS SUBD CONT 5.00 AC
0000060084	2-14-5-515-00008	LOT 8, THE MEADOWS SUBD CONT 5.01 AC
0000060085	2-14-5-515-00009	LOT 9, THE MEADOWS SUBD CONT 4.99 AC
0000060086	2-14-5-515-00010	LOT 10, THE MEADOWS SUBD CONT 5.01 AC
0000060087	2-14-5-515-00011	LOT 11, THE MEADOWS SUBD CONT 5.00 AC
0000060088	2-14-5-515-00012	LOT 12, THE MEADOWS SUBD CONT 5.00 AC

0000060089	2-14-5-515-00013	LOT 13, THE MEADOWS SUBD CONT 5.01 AC
0000060090	2-14-5-515-00014	LOT 14, THE MEADOWS SUBD CONT 4.99 AC
0000060091	2-14-5-515-00015	LOT 15, THE MEADOWS SUBD CONT 5.01 AC
0000060092	2-14-5-515-00016	LOT 16, THE MEADOWS SUBD CONT 5.01 AC
0000060093	2-14-5-515-00017	LOT 17, THE MEADOWS SUBD CONT 5.00 AC
0000060094	2-14-5-515-00018	LOT 18, THE MEADOWS SUBD CONT 5.00 AC

THE HOLLOWES

Parcel Number	Serial Number	Legal Description
0000060447	2-14-5-516-00001	LOT 1, HOLLOWES SUBD; CONT 4.26 AC
0000060448	2-14-5-516-00002	LOT 2, HOLLOWES SUBD; CONT 4 AC
0000060449	2-14-5-516-00003	LOT 3, HOLLOWES SUBD; CONT 4AC
0000060450	2-14-5-516-00004	LOT 4, HOLLOWES SUBD; CONT 3.5 AC
0000060451	2-14-5-516-00005	LOT 5, HOLLOWES SUBD; CONT 3.5 AC
0000060452	2-14-5-516-00006	LOT 6, HOLLOWES SUBD; CONT 3.5 AC
0000060453	2-14-5-516-00007	LOT 7, HOLLOWES SUBD; CONT 3.5 AC
0000060454	2-14-5-516-00008	LOT 8, HOLLOWES SUBD; CONT 3.81 AC
0000060455	2-14-5-516-00009	LOT 9, HOLLOWES SUBD; CONT 3.81 AC
0000060456	2-14-5-516-00010	LOT 10, HOLLOWES SUBD; CONT 4.44 AC
0000060457	2-14-5-516-00011	LOT 11, HOLLOWES SUBD; CONT 3.52 AC
0000060458	2-14-5-516-00012	LOT 12, HOLLOWES SUBD; CONT 2.50 AC
0000060459	2-14-5-516-00013	LOT 13, HOLLOWES SUBD; CONT 2.50 AC
0000060460	2-14-5-516-00014	LOT 14, HOLLOWES SUBD; CONT 1.73 AC
0000060461	2-14-5-516-00015	LOT 15, HOLLOWES SUBD; CONT 3.46 AC
0000060462	2-14-5-516-00016	LOT 16, HOLLOWES SUBD; CONT 3.40 AC
0000060463	2-14-5-516-00017	LOT 17, HOLLOWES SUBD; CONT 3.21 AC
0000060464	2-14-5-516-00018	LOT 18, HOLLOWES SUBD; CONT 2.23 AC
0000060465	2-14-5-516-00019	LOT 19, HOLLOWES SUBD; CONT 2.30 AC
0000060466	2-14-5-516-00020	LOT 20, THE HOLLOWES SUBD; CONT 3.25 AC
0000060467	2-14-5-516-00021	LOT 21, THE HOLLOWES SUBD; CONT 1.44 AC
0000060468	2-14-5-516-00022	LOT 22, THE HOLLOWES SUBD; CONT 2.95 AC
0000060469	2-14-5-516-00023	LOT 23, THE HOLLOWES SUBD; CONT 2.95 AC
0000060470	2-14-5-516-00024	LOT 24, THE HOLLOWES SUBD; CONT 2.95 AC
0000060471	2-14-5-516-00025	LOT 25, THE HOLLOWES SUBD; CONT 2.92
0000060472	2-14-5-516-00026	LOT 26, THE HOLLOWES SUBD; CONT 3.04 AC
0000060473	2-14-5-516-00027	LOT 27, THE HOLLOWES SUBD; CONT 2.99 AC
0000060474	2-14-5-516-00028	LOT 28, THE HOLLOWES SUBD; CONT 3.00 AC
0000060475	2-14-5-516-00029	LOT 29, THE HOLLOWES SUBD; CONT 3.00 AC
0000060476	2-14-5-516-00030	LOT 30, THE HOLLOWES SUBD; CONT 3.827 AC

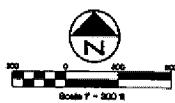
0000060477	2-14-5-516-00031	LOT 31, THE HOLLOW SUBD; CONT 3.00 AC
0000060478	2-14-5-516-00032	LOT 32, THE HOLLOW SUBD; CONT 3.00 AC
0000060479	2-14-5-516-00033	LOT 33, THE HOLLOW SUBD; CONT 4.00 AC
0000060480	2-14-5-516-00034	LOT 34, THE HOLLOW SUBD; CONT 4.00 AC
0000060481	2-14-5-516-00035	LOT 35, THE HOLLOW SUBD; CONT 3.49 AC
0000060482	2-14-5-516-00036	LOT 36, THE HOLLOW SUBD; CONT 3.50 AC
0000060483	2-14-5-516-00037	LOT 37, THE HOLLOW SUBD; CONT 3.81 AC
0000060484	2-14-5-516-00038	LOT 38, THE HOLLOW SUBD; CONT 3.00 AC
0000060485	2-14-5-516-00039	LOT 39, THE HOLLOW SUBD; CONT 3.50 AC
0000060486	2-14-5-516-00040	LOT 40, THE HOLLOW SUBD; CONT 4.63 AC
0000060487	2-14-5-516-00041	LOT 41, THE HOLLOW SUBD; CONT 3.25 AC
0000060488	2-14-5-516-00042	LOT 42, THE HOLLOW SUBD; CONT 3.25 AC
0000060489	2-14-5-516-00043	LOT 43, THE HOLLOW SUBD; CONT 3.28 AC
0000060490	2-14-5-516-00044	LOT 44, THE HOLLOW SUBD; CONT 4.00 AC
0000060491	2-14-5-516-00045	LOT 45, THE HOLLOW SUBD; CONT 3.00 AC
0000060492	2-14-5-516-00046	LOT 46, THE HOLLOW SUBD; CONT 3.46 AC
0000060493	2-14-5-516-00047	LOT 47, THE HOLLOW SUBD; CONT 2.99 AC
0000060494	2-14-5-516-00048	LOT 48, THE HOLLOW SUBD; CONT 3.10 AC
0000060495	2-14-5-516-00049	LOT 49, THE HOLLOW SUBD; CONT 2.75 AC
0000060496	2-14-5-516-00050	LOT 50, THE HOLLOW SUBD; CONT 3.00 AC
0000060497	2-14-5-516-00051	LOT 51, THE HOLLOW SUBD; CONT 2.62 AC
0000060498	2-14-5-516-00052	LOT 52, THE HOLLOW SUBD; CONT 3.00 AC
0000060499	2-14-5-516-00053	LOT 53, THE HOLLOW SUBD; CONT 4.00 AC
0000060500	2-14-5-516-00054	LOT 54, THE HOLLOW SUBD; CONT 2.95 AC
0000060501	2-14-5-516-00055	LOT 55, THE HOLLOW SUBD; CONT 2.75 AC
0000060502	2-14-5-516-00056	LOT 56, THE HOLLOW SUBD; CONT 3.10 AC
0000060503	2-14-5-516-00057	LOT 57, THE HOLLOW SUBD; CONT 2.75 AC
0000060504	2-14-5-516-00058	LOT 58, THE HOLLOW SUBD; CONT 2.75 AC
0000060505	2-14-5-516-00059	LOT 59, THE HOLLOW SUBD; CONT 2.95 AC
0000060506	2-14-5-516-00060	LOT 60, THE HOLLOW SUBD; CONT 3.00 AC
0000060507	2-14-5-516-00061	LOT 61, THE HOLLOW SUBD; CONT 3.00 AC
0000060508	2-14-5-516-00062	LOT 62, THE HOLLOW SUBD; CONT 3.10 AC
0000060509	2-14-5-516-00063	LOT 63, THE HOLLOW SUBD; CONT 3.00 AC
0000060510	2-14-5-516-00064	LOT 64, THE HOLLOW SUBD; CONT 3.00 AC
0000060511	2-14-5-516-00065	LOT 65, THE HOLLOW SUBD; CONT 3.00 AC
0000060512	2-14-5-516-00066	LOT 66, THE HOLLOW SUBD; CONT 3.00 AC
0000060513	2-14-5-516-00067	LOT 67, THE HOLLOW SUBD; CONT 3.00 AC
0000060514	2-14-5-516-00068	LOT 68, THE HOLLOW SUBD; CONT 3.45 AC
0000060515	2-14-5-516-00069	LOT 69, THE HOLLOW SUBD; CONT 3.84 AC
0000060516	2-14-5-516-00070	LOT 70, THE HOLLOW SUBD; CONT 3.72 AC

0000060517	2-14-5-516-00071	LOT 71, THE HOLLOW SUBD; CONT 3.42 AC
0000060518	2-14-5-516-00072	LOT 72, THE HOLLOW SUBD; CONT 1.76 AC
0000060519	2-14-5-516-00073	LOT 73, THE HOLLOW SUBD; CONT 3.00 AC
0000060520	2-14-5-516-00074	LOT 74, THE HOLLOW SUBD; CONT 3.00 AC
0000060521	2-14-5-516-00075	LOT 75, THE HOLLOW SUBD; CONT 3.40 AC
0000060522	2-14-5-516-00076	LOT 76, THE HOLLOW SUBD; CONT 4.00 AC
0000060523	2-14-5-516-00077	LOT 77, THE HOLLOW SUBD; CONT 2.00 AC
0000060524	2-14-5-516-00078	LOT 78, THE HOLLOW SUBD; CONT 2.00 AC
0000060525	2-14-5-516-00079	LOT 79, THE HOLLOW SUBD; CONT 3.20 AC
0000060526	2-14-5-516-00080	LOT 80, THE HOLLOW SUBD; CONT 3.00 AC
0000060527	2-14-5-516-00081	LOT 81, THE HOLLOW SUBD; CONT 3.00 AC
0000060528	2-14-5-516-00082	LOT 82, THE HOLLOW SUBD; CONT 3.00 AC
0000060529	2-14-5-516-00083	LOT 83, THE HOLLOW SUBD; CONT 3.00 AC
0000060530	2-14-5-516-00084	LOT 84, THE HOLLOW SUBD; CONT 3.00 AC
0000060531	2-14-5-516-00085	LOT 85, THE HOLLOW SUBD; CONT 3.00 AC
0000060532	2-14-5-516-00086	LOT 86, THE HOLLOW SUBD; CONT 3.07 AC
0000060533	2-14-5-516-00087	LOT 87, THE HOLLOW SUBD; CONT 3.00 AC
0000060534	2-14-5-516-00088	LOT 88, THE HOLLOW SUBD; CONT 3.00 AC
0000060535	2-14-5-516-00089	LOT 89, THE HOLLOW SUBD; CONT 3.44 AC
0000060536	2-14-5-516-00090	LOT 90, THE HOLLOW SUBD; CONT 3.50 AC
0000060537	2-14-5-516-00091	LOT 91, THE HOLLOW SUBD; CONT 3.43 AC
0000060538	2-14-5-516-00092	LOT 92, THE HOLLOW SUBD; CONT 1.69 AC
0000060539	2-14-5-516-00093	LOT 93, THE HOLLOW SUBD; CONT 1.68 AC
0000060540	2-14-5-516-00094	LOT 94, THE HOLLOW SUBD; CONT 1.72 AC
0000060541	2-14-5-516-00095	LOT 95, THE HOLLOW SUBD; CONT 1.50 AC
0000060542	2-14-5-516-00096	LOT 96, THE HOLLOW SUBD; CONT 2.00 AC
0000060543	2-14-5-516-00097	LOT 97, THE HOLLOW SUBD; CONT 2.00 AC
0000060544	2-14-5-516-00098	LOT 98, THE HOLLOW SUBD; CONT 2.27 AC
0000060545	2-14-5-516-00099	LOT 99, THE HOLLOW SUBD; CONT 2.00 AC
0000060546	2-14-5-516-00100	LOT 100, THE HOLLOW SUBD; CONT 2.00 AC
0000060547	2-14-5-516-00101	LOT 101, THE HOLLOW SUBD; CONT 2.00 AC
0000060548	2-14-5-516-00102	LOT 102, THE HOLLOW SUBD; CONT 2.01 AC
0000060549	2-14-5-516-00103	LOT 103, THE HOLLOW SUBD; CONT 3.85 AC
0000060550	2-14-5-516-00104	LOT 104, THE HOLLOW SUBD; CONT 3.43 AC
0000060551	2-14-5-516-00105	LOT 105, THE HOLLOW SUBD; CONT 3.72 AC
0000060552	2-14-5-516-00106	LOT 106, THE HOLLOW SUBD; CONT 2.94 AC
0000060553	2-14-5-516-00107	LOT 107, THE HOLLOW SUBD; CONT 4.50 AC
0000060554	2-14-5-516-00108	LOT 108, THE HOLLOW SUBD; CONT 3.75 AC
0000060555	2-14-5-516-00109	LOT 109, THE HOLLOW SUBD; CONT 3.50 AC
0000060556	2-14-5-516-00110	LOT 110, THE HOLLOW SUBD; CONT 3.50 AC

0000060557	2-14-5-516-00111	LOT 111, THE HOLLOW SUBD; CONT 3.75 AC
0000060558	2-14-5-516-00112	LOT 112, THE HOLLOW SUBD; CONT 3.75 AC
0000060559	2-14-5-516-00113	LOT 113, THE HOLLOW SUBD; CONT 2.94 AC
0000060560	2-14-5-516-00114	LOT 114, THE HOLLOW SUBD; CONT 2.89 AC
0000060561	2-14-5-516-00115	LOT 115, THE HOLLOW SUBD; CONT 4.12 AC
0000060562	2-14-5-516-00116	LOT 116, THE HOLLOW SUBD; CONT 3.66 AC
0000060563	2-14-5-516-00117	LOT 117, THE HOLLOW SUBD; CONT 4.44 AC
0000060564	2-14-5-516-00118	LOT 118, THE HOLLOW SUBD; CONT 8.13 AC
0000060565	2-14-5-516-00119	LOT 119, THE HOLLOW SUBD; CONT 4.16 AC
0000060566	2-14-5-516-00120	LOT 120, THE HOLLOW SUBD; CONT 2.22 AC
0000060567	2-14-5-516-00121	LOT 121, THE HOLLOW SUBD; CONT 2.266 AC
0000060568	2-14-5-516-00122	LOT 122, THE HOLLOW SUBD; CONT 1.592 AC
0000060569	2-14-5-516-00123	LOT 123, THE HOLLOW SUBD; CONT 3.599 AC
0000060570	2-14-5-516-00124	LOT 124, THE HOLLOW SUBD; CONT 2.868 AC
0000060571	2-14-5-516-00125	LOT 125, THE HOLLOW SUBD; CONT 2.472 AC
0000060572	2-14-5-516-00126	LOT 126, THE HOLLOW SUBD; CONT 2.221 AC
0000060573	2-14-5-516-00127	LOT 127, THE HOLLOW SUBD; CONT 3.152 AC
0000060574	2-14-5-516-00128	LOT 128, THE HOLLOW SUBD; CONT 1.563 AC
0000060575	2-14-5-516-00129	LOT 129, THE HOLLOW SUBD; CONT 1.179 AC
0000060576	2-14-5-516-00130	LOT 130, THE HOLLOW SUBD; CONT 2.502 AC
0000060577	2-14-5-516-00131	LOT 131, THE HOLLOW SUBD; CONT 1.36 AC
0000060578	2-14-5-516-00132	LOT 132, THE HOLLOW SUBD; CONT 1.788 AC
0000060579	2-14-5-516-00133	LOT 133, THE HOLLOW SUBD; CONT 2.311 AC
0000060580	2-14-5-516-00134	COMMON AREA 1, THE HOLLOW SUBD CONT 46.408 AC
0000060581	2-14-5-516-00135	COMMON AREA 2, THE HOLLOW SUBD CONT 2.25 AC
0000060582	2-14-5-516-00136	COMMON AREA 3, THE HOLLOW SUBD CONT 9.418 AC
0000060583	2-14-5-516-00137	COMMON AREA 4, THE HOLLOW SUBD CONT 8.32 AC
0000060584	2-14-5-516-00138	COMMON AREA THE HOLLOW SUBDIVISION CONT 3.58 AC

LEGACY MOUNTAIN

OVERALL LAYOUT



THE HOLLOWES
 SKYLINE HEIGHTS
 MEADOWS

Cabins

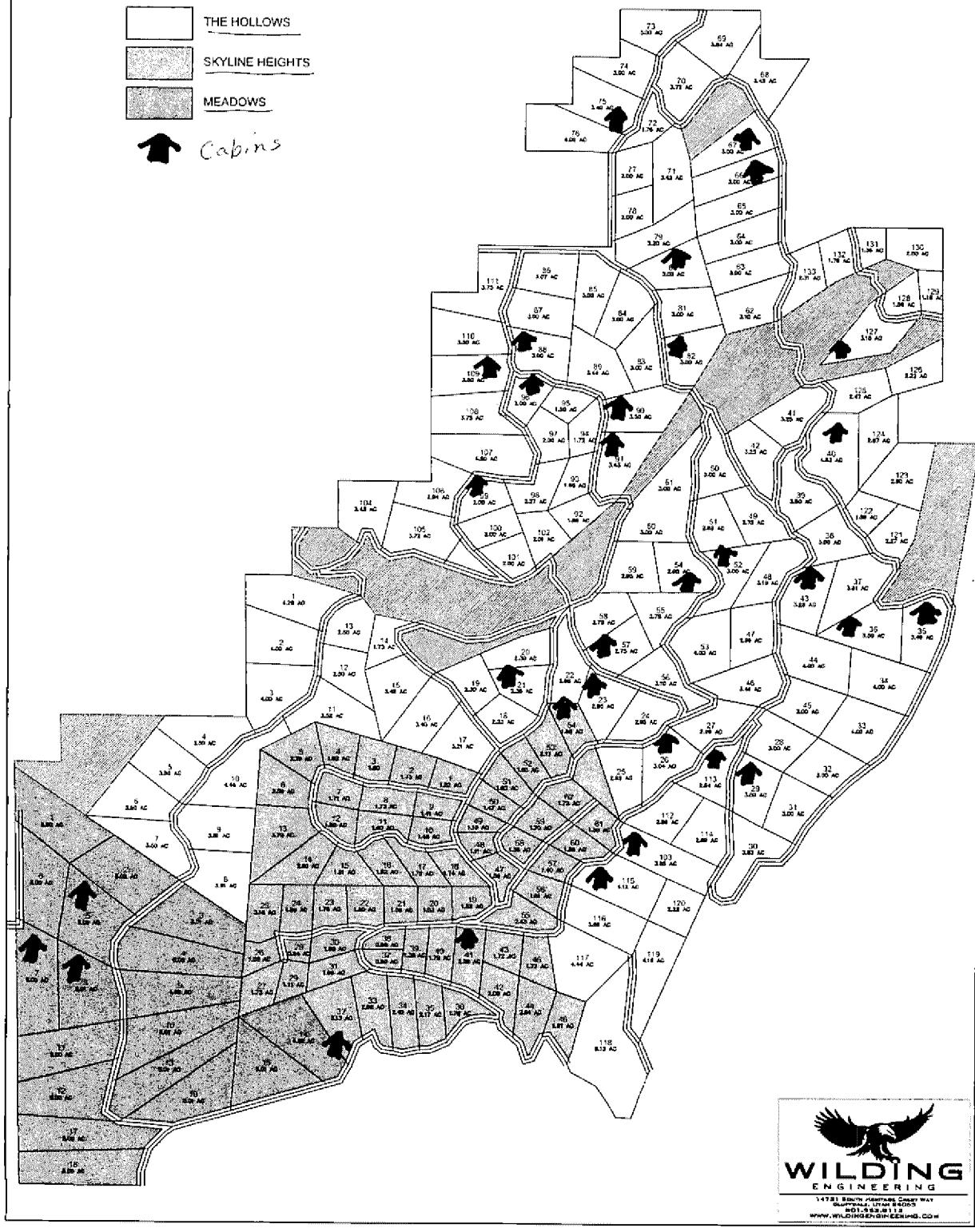


EXHIBIT B

**BYLAWS
OF
LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION, INC.
SANPETE COUNTY, UTAH**

THESE BYLAWS OF LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION, INC. are effective upon recording in the Sanpete County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE AMENDED, RESTATED, AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR SKYLINE HEIGHTS SUBDIVISIONS & THE HOLLOWES SUBDIVISIONS TO BE HENCEFORTH KNOWN AS LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION ("Declaration").
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Legacy Mountain Homeowners' Association Declaration shall have the same meanings when used in these Bylaws.

- 1.1 **Board Member** means a member of the Board of Directors.

ARTICLE II APPLICATION

All present and future Lot Owners, tenants, or any other persons who may use the facilities at Legacy Mountain in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES III MEMBERS

- 3.1 **Annual Meetings**. The annual meeting of the Members shall be held each year on a day and at a time established by the Board of Directors which shall be on or between June 1st and August 31st. The purpose of the annual meeting is to elect Board Members and transact such

other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 25% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

3.3 Place of Meetings. The Board of Directors may designate any place in the State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the address of the registered agent of the Association. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

3.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than thirty-three percent (33%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than eighteen percent (18%) of the voting interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

3.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. Each Member shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and

(ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor independent of the organization, as required by the Declaration. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable

4.2 Number, Tenure, and Qualifications. The Board of Directors shall be comprised of an odd number of at least three (3) and no more than seven (7) persons, each of whom shall be an owner of a Lot in the Project and shall meet the qualifications in the Declaration. Each Board Member shall hold his position for two (2) years or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

4.3 Regular Meetings. The Board of Directors shall hold regular meetings at least quarterly, at the discretion of the Board of Directors. The Board of Directors may designate any place in the state of Utah as the place of meeting for any regular meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as

any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the residence of the President of the Association.

4.4 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within the state of Utah, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

4.5 Notice to Owners of Meetings of the Board of Directors. The Board of Directors shall cause written notice of the date, time, and place for all meetings of the Board of Directors to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the meeting except that, when a meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address provided to the Association. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means. For the purposes of this Section 4.5, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.6 Meetings of the Board of Directors Open to Owners. Each meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the meeting. For the purposes of this Section 4.6, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.7 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.8 Action without a Meeting. Any action that the Board is required or permitted to take at a meeting of the Board of Directors may be taken without a meeting. Action taken without a meeting has the same effect as action taken at a meeting.

4.9 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

4.10 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors meetings.

4.11 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.10, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.13 Adjournment. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.14 Nomination and Election of Board Members. Nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular meeting of the Board of Directors following the annual meeting of the Members. Officers who are also members of the Board of Directors shall serve for a term equal to their term as a Director. Officers who are not also members of the Board shall serve for a term determined by the Board. In the event of failure to choose officers at such regular meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.

5.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6 The President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the

right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

5.9 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

6.2. Proceeding of Committees. Each Committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3. Quorum and Manner of Acting. At each meeting of any Committee designated hereunder by the Board of Directors, the presence of Committee Members constituting at least a

majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Directors hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors.

6.4. Resignation and Removal. Any Committee Member designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5. Vacancies. If any vacancy shall occur in any Committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence

or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determination. To the extent that a person who is or was a Board Member or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made by a quorum of Board Members. If the Board of Directors cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose

7.4 Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.5 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Board of Directors may establish provisions related to the maintenance of Association records by resolution.

8.1 General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes

of the meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each meeting of the Board of Directors, the minutes of the previous meeting of the Board of Directors shall be presented to the Board of Directors for approval by a majority vote; the minutes of any meeting of the Members shall be presented to the Board of Directors at the next meeting of the Board of Directors for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Board of Directors by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of Lots. At any time any Owner or Eligible Mortgagee may, at such Owner's or Eligible Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

8.4 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a. Personnel matters relating to a specific identified person or a person's medical records;
- b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services;
- c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation;
- d. Disclosure of information in violation of law;

e. Documents, correspondence or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session;

f. Documents, correspondence, or other matters considered by the Board of Directors in executive session; or

g. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE IX ASSOCIATION RULES

9.1 **Establishment of Association Rules and Regulations.** The Board of Directors shall have the authority to adopt and establish by resolution such management and operational Association Rules and Regulations as it may deem necessary for the maintenance, operation, management, and control of the Project. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Association Rules, the Board shall hold a meeting at which it provides the Members an opportunity to be heard. The Board shall deliver to the Members notice of the meeting and its purpose at least 15 days prior to the meeting.

9.2 **Amendment.** The Board of Directors may from time to time, by resolution, alter, amend, and repeal such Association Rules subject to the provisions of the Declaration and these Bylaws.

9.3 **Enforcement.** Owners shall use their best efforts to see that the Association Rules are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Association Rules shall apply and be binding upon all Lot Owners of the Project.

9.4 **Copies of Rules.** Copies of all Association Rules and resolutions adopted by the Board of Directors shall be sent to all Lot Owners within fifteen (15) days of adoption.

ARTICLE X AMENDMENTS

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Sanpete County.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

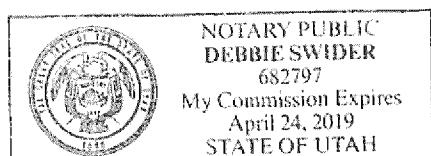
11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this 17 day of August, 2017.

LEGACY MOUNTAIN HOMEOWNERS' ASSOCIATION, INC.

BY: John C. Judt
TITLE: President B.O.D.

STATE OF UTAH)
)
COUNTY OF Salt Lake)
)SS:



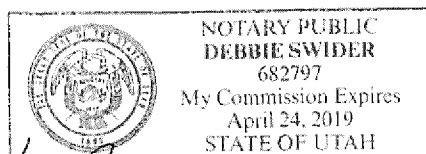
On the 17 day of August 2017, personally appeared before me John C. Judt, who by me being duly sworn, did say that he/she is the President of Legacy Mountain Homeowners' Association, Inc. and that the foregoing instrument was approved by at least 51% of the voting interests of the Association.

Debbie Swider
Notary Public

BY: Richard R Sudweeks
TITLE: Vice President BOD.

STATE OF UTAH)
) SS:
COUNTY OF Salt Lake

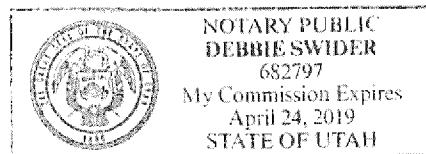
On the 17 day of August 2017, personally appeared before me Richard R Sudweeks who by me being duly sworn, did say that he/she is the Vice President of Legacy Mountain Homeowners' Association, Inc. and that the foregoing instrument was approved by at least 51% of the voting interests of the Association.



Debbi Swier
Notary Public

BY: Judy W. Berg
TITLE: Treasurer BOD.

STATE OF UTAH)
) SS:
COUNTY OF Salt Lake



On the 17 day of August 2017, personally appeared before me Judy W. Berg, who by me being duly sworn, did say that he/she is the Treasurer of Legacy Mountain Homeowners' Association, Inc. and that the foregoing instrument was approved by at least 51% of the voting interests of the Association.

Debbi Swier
Notary Public

EXHIBIT E

NOTICE OF LIEN:

Legacy Mountain

Home Owners' Association

Hereby Places Notice of Lien on the Following:

NAME: High Tower Properties

Skyline Heights Subdivision Phase 1-B,

Lot 1

Parcel Number 60000

Ent 196966 Bk 661 Pg 496
Date: 10-APR-2014 9:31:18AM
Fee: \$10.00 Check
Filed By: NSP
REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: LEGACY MOUNTAIN HOA

SKYLINE HEIGHTS PH 1-B

Notice Is hereby given pursuant to Utah Code Annotated, section 57-8-1 ET seg. That the Legacy Mountain Homeowners' Association (hereafter H.O.A.) of Sanpete County, Utah, hereby claims and intends to hold and claim a lien upon that certain real property together with improvements thereon owned and reputed to be owned by above named individual/s or entity, as recorded in the Sanpete County Recorder's Office, State of Utah.

That said Lien is to secure the payment of \$1,314.00 including late fees. That amount is now due and owing to the said Legacy Mountain Homeowners' Association of Sanpete County, Utah together with costs in the Total amount of \$1,314.00 by the said Legacy Mountain Homeowners' Association after deducting all just credits and offsets. That said sum is due and owing for assessments pursuant to the Declaration of Covenants, Conditions and Restrictions of Skyline Heights Subdivision recorded for said property in the office of the Sanpete County Recorder as a result of the failure of the owner or owners to pay association dues, assessments and /or late fees for the period of 2013. That pursuant to Article 5, Section 9 of the Declaration of Covenants, Conditions and Restrictions of the Skyline Heights Subdivision, Legacy Mountain Homeowners' Association is entitled to and does hold claim a lien on the above described property by virtue of the laws of the State of Utah.

Legacy Mountain H.O.A.
C/O Wayne Carlton, Secretary/Treasurer
1366 North Trinnaman Lane
Lehi, UT 84043

State of Utah)
 :ss
County of Sanpete)

Wayne Carlton, Being first duly sworn deposes and says that he is the Secretary/Treasurer and a Trustee of the Board of the Legacy Mountain Homeowners' Association, that he has read the foregoing Notice of Lien, that the facts contained therein are true, that he is authorized to execute the foregoing notice of lien for and in behalf of Legacy Mountain Homeowners' Association and he acknowledged that he executed the same on behalf of the corporation.

Executed this 31 day of MARCH, 20 14.



Wayne Carlton, Trustee

Secretary and Treasurer, Legacy Mountain H.O.A.

SUBSCRIBED AND SWORN BEFORE ME
THIS 31 DAY OF March 20 14

ASHLEY ROWLEY
NOTARY PUBLIC
MY COMMISSION EXPIRES 02/28/15 11/19/14

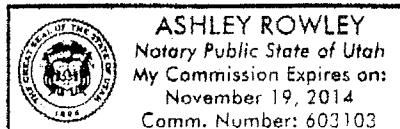


EXHIBIT F

WHEN RECORDED, RETURN TO:

VIAL FOTHERINGHAM, LLP
515 South 400 East, Suite 200
Salt Lake City, Utah 84111
(801) 355-9594

COMMUNITY ASSOCIATION APPOINTMENT OF TRUSTEE

Pursuant to U.C.A., § 57-8a-304 as amended and supplemented, and U.C.A. Section 57-1-22 as amended and supplemented, B. Scott Welker of the law firm Vial Fotheringham, LLP, located at 515 South 400 East, Suite 200, Salt Lake City, Utah 84111 is hereby appointed trustee as permitted by Article II, Section 34(f) of the Amended, Restated, and Consolidated Declaration of Protective Covenants, Conditions, & Restrictions for Legacy Mountain Homeowners' Association as amended and supplemented, recorded as Entry No. 221413 in the Sanpete County Recorder's Office. The Declaration affects real property described as follows:

Legal Description: Lot 46 in the Skyline Heights Subdivision
Parcel No.: 60045

A lien was filed with the County Recorder against the above described Real Property on June 26, 2012 as Entry No. 184194.

The Parties to the Declaration are High Tower Properties and Legacy Mountain Homeowners' Association. The Declaration provides that liens for the nonpayment of assessments may be enforced by sale by the Community Association Board or by its authorized agent, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay all late charges, interest, and costs and expenses of such proceedings including reasonable attorney's fees.

DATED:

Judy W. Berg

By:
Authorized agent for Legacy Mountain HOA

STATE OF UTAH)
Salt Lake :ss
Utah County)

Judy W. Berg, personally appeared and acknowledged that s/he has knowledge of the facts set forth herein and that s/he believes that all statements made in the foregoing document are true and correct.

Subscribed and sworn to before me on this 18 day of September 2017.

Utah:

Sharon J. Stone

Certified Mail Receipt No.: 7017145000084511482

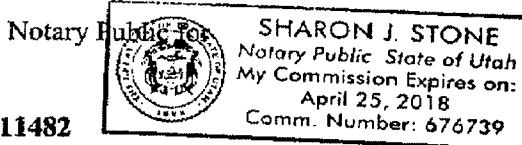


EXHIBIT G

Ent#:222243 Bk715 Pg289
Date:10-Oct-2017 10:27 AM
Fee: \$12.00 ACH
Filed by: RDH
REED D HATCH, RECORDER
SANPETE COUNTY CORPORATION
For: Vial Fotheringham LLP - Utah SL

WHEN RECORDED, RETURN TO:

VIAL FOTHERINGHAM, LLP
515 South 400 East, Suite 200
Salt Lake City, UT 84111
TELEPHONE (801) 355-9594

NOTICE OF DEFAULT AND ELECTION TO SELL

WHEREAS, High Tower Properties Limited Partnership, a Nevada Limited Partnership ("Owner") is the record owner of the following-described property located in a certain subdivision (the "Project") created by the Amended, Restated, and Consolidated Declaration of Protective Covenants, Conditions, & Restrictions for Legacy Mountain Homeowners' Association as amended and supplemented, recorded as Entry No. 221413 in the Sanpete County Recorder's Office (the "Declaration"). The property owned by Owner and encumbered by the Declaration is more particularly described as:

Legal Description: ALL OF LOT 46 PHASE 1-B "SKYLINE HEIGHTS" SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF FILED AS ENTRY NO. 42513 IN THE OFFICE OF THE SANPETE COUNTY RECORDER, STATE OF UTAH.

Parcel No.: 60045

WHEREAS, under the Declaration, Owner was obligated to pay all assessments imposed upon, assessed or charged to Lot 46, with all unpaid assessments constituting a lien on his interest in the Project pursuant to the Declaration.

WHEREAS, Owner has breached its assessment obligation required by the Declaration and reflected by the **lien recorded on September 28, 2017 as Entry No. 222005 by the association in the Sanpete County Recorder's Office**. All subsequently accruing interest, late fees, costs, trustee's fees, attorney's fees, and related costs of collection, as provided by the Declaration, shall continue to accrue and be secured by the lien created by the Declaration until paid in full.

THEREFORE, NOTICE IS HEREBY GIVEN that the undersigned Trustee has elected, pursuant to Utah Code Section 57-8a-304 to sell or cause to be sold the herein-described property.

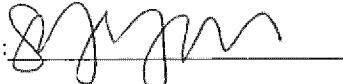
DATED: 10/10/2017


B. Scott Welker, Successor Trustee
Vial Fotheringham, LLP
515 South 400 East, Suite 200
Salt Lake City, UT 84111
(801) 355-9594

STATE OF UTAH)
ss
Salt Lake County)

B. Scott Welker, personally appeared and acknowledged that he has knowledge of the facts set forth in the foregoing instrument and that he believes that all statements made therein are true and correct.

Subscribed and sworn to before me on this 10th day of October 2017.

Notary Public for Utah: 

Certified Mail Article No.:

7016 3560 0001 2007 9953

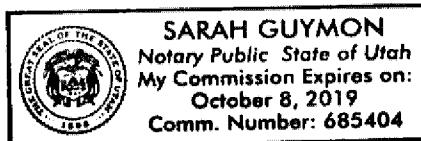


EXHIBIT H

NOTICE OF TRUSTEE'S SALE

The following-described property (the "Property") will be sold at public auction to the highest bidder on the 19th day of February, 2018, payable in lawful money of the United States at the time of sale, outside of the West entrance at the Sanpete County Courthouse, 160 N. Main Street, Manti, Utah 84642, at 11:00 a.m. on said day, for the purpose of foreclosing an association's lien which, pursuant to U.C.A. § 57-8a-304, may be foreclosed by nonjudicial foreclosure as though it were a trust deed. The Property is located in a certain subdivision created by the Amended, Restated, and Consolidated Declaration of Protective Covenants, Conditions, & Restrictions for Legacy Mountain Homeowners' Association as amended and supplemented, recorded as Entry No. 221413 in the Sanpete County Recorder's Office (the "Declaration"). The association's lien was created in favor of Legacy Mountain Homeowners' Association pursuant to U.C.A. § 57-8a-301 and a Notice of Lien was recorded on September 28, 2017, as entry No. 222005 of the Records of the Sanpete County Recorder, State of Utah on behalf of the association. Said property is located at:

Legal Description: Lot 46 in the Skyline Heights Subdivision
Parcel No.: 60045

The current holder of the association's lien is the Legacy Mountain Homeowners' Association.

The sale is subject to bankruptcy filing, payoff, reinstatement or any other circumstances that would affect the validity of the sale. If any such circumstances exist, the sale shall be void, the successful bidder's funds returned and the trustee and current lien holder shall not be liable to the successful bidder for any damage.

Bidders must tender to the trustee a \$5,000.00 deposit at the sale and the balance of the purchase price by 12:00 noon the day following the sale. Both the deposit and the balance must be paid to Vial Fotheringham, LLP in the form of a wire transfer, cashier's check or certified funds. Cash payments, personal checks or trust checks are not accepted.

DATED this 9th day of January, 2018



B. Scott Welker, Successor Trustee
Vial Fotheringham, LLP
515 South 400 East, Suite 200
Salt Lake City, UT 84111
Telephone: (801) 355-9594

EXHIBIT I

Ent#: 224732 Bk720 Pg1304
Date: 22-Feb-2018 09:56 AM
Fee: \$14.00 ACH
Filed by: RDH
REED D HATCH, RECORDER
SANPETE COUNTY CORPORATION
For: Vial Fotheringham LLP - Utah SL

WHEN RECORDED, RETURN TO:

VIAL FOTHERINGHAM, LLP
515 South 400 East, Suite 200
Salt Lake City, UT 84111
TELEPHONE (801) 355-9594

TRUSTEE'S DEED

B. Scott Welker of the law firm Vial Fotheringham, LLP, as trustee under the Declaration, described below, hereby makes this deed in favor of the following grantee:

DWP Enterprises, LLC
10028 S. Morgan Grove Way
Sandy, UT 84082

Name of reputed property owner: High Towner Properties, LP
Legal Description: Lot 46 in the Skyline Heights Subdivision
Parcel No.: 60045

The above named owner took title of the above identified property subject to the Amended, Restated, and Consolidated Declaration of Protective Covenants, Conditions, & Restrictions for Legacy Mountain Homeowners' Association as amended and supplemented, recorded as Entry No. 221413 in the Sanpete County Recorder's Office (the "Declaration"). Pursuant to the Utah Community Association Act, U.C.A. Section 57-8a-203 (2004) as amended and supplemented (the "Act"), and as permitted under Article II Section 34(a) of the Declaration, B. Scott Welker was appointed as trustee by appointment of trustee filed for record on September 28, 2017 with recorder's entry No. 222009, Sanpete County, Utah.

A default occurred under the terms of the Declaration. Trustee, B. Scott Welker, executed and filed for record a written notice of default and election to sell (the "Notice of Default") on October 10, 2017 with recorder's entry No. 222243, Sanpete County, Utah.

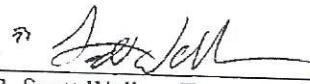
Not later than ten days after the notice of default was filed for record, Trustee mailed, by certified mail, a copy of the notice of default reflecting the filing date to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the notice of default.

The default was not cured within three months after the filing of the notice of default and the Trustee executed a notice of trustee's sale stating that it would sell the property at public auction to the highest bidder, fixing the date and time of the sale as February 19, 2018, at 11:00 a.m. of said day, and caused copies of the notice of trustee's sale to be posted not less than 20 days before the date of sale on the property and in the office of the Sanpete County Recorder. The Trustee also caused a copy of the notice of trustee's sale to be published once a week for the three consecutive weeks before the date of the sale in The Pyramind, a newspaper having a general circulation in the county in which the property is situated, the first date of such publication being January 18, 2018 and the last date being February 1, 2018. At least 20 days before the date of the sale, the Trustee also mailed, by certified mail, a copy of the notice of

trustee's sale to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the notice of default.

All applicable statutory provisions of the State of Utah and all of the provisions of the Declaration were complied with as to the acts to be performed and the notices to be given. At the time and place of sale the property was sold to the grantee, who was the highest bidder. Accordingly, the Trustee, by virtue of his authority under the Declaration and in consideration of the premises recited and of \$6,833.00 bid and paid by the grantee, grants and conveys to the grantee, without any covenant or warranty, express or implied, effective as of the time of the sale, all of the property situated in Sanpete County, Utah, described above:

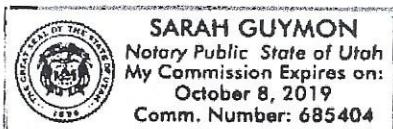
DATED: 2/22/18

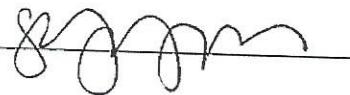

B. Scott Welker, Trustee
Vial Fotheringham, LLP

STATE OF UTAH)
SS
Salt Lake County)

B, Scott Welker, personally appeared and acknowledged that he has knowledge of the facts set forth in the foregoing instrument and that he believes that all statements made therein are true and correct.

Subscribed and sworn to before me on this 22nd day of Feb, 2018.



Notary Public for Utah: 

Certified Mail Article No.:

7016 0660 0000 0019 0911

Ent#: 300433 Bk768 Pg663
Date: 21-Oct-2020 10:00 AM
Fee: \$40.00 ACH
Filed by: RDH
REED D HATCH, RECORDER
SANPETE COUNTY CORPORATION
For: Vial Fotheringham LLP - Utah SL

SCRIVENER'S AFFIDAVIT OF TRUSTEE'S DEED

I, B. Scott Welker, being first duly sworn upon oath under penalty of perjury, state as follows:

1. I am an attorney with Vial Fotheringham, LLP, of competent age, and have personal knowledge of the facts set forth herein.
2. The legal description of the property affected by this affidavit is as follows:

Lot 46, SKYLINE HEIGHTS SUBD PHASE 1-B CONT 1.91 AC; Parcel No. 0000060045

3. The record owner of the foregoing property is DPW Enterprises, LLC.
4. A certain **Trustee's Deed** was recorded in the official records of Sanpete County against the foregoing property on **February 22, 2018** as **Entry No. 224732** that contained a scrivener's error which is corrected by this affidavit.
5. The title affected hereby may be with respect to any party taking an interest.
6. The scrivener's error, which is to be corrected by this affidavit is as follows:

The correct name of the party that took ownership of the foregoing property via the foregoing Trustee's Deed is DPW Enterprises, LLC (erroneously reflected on said Trustee's Deed as "DWP Enterprises, LLC").

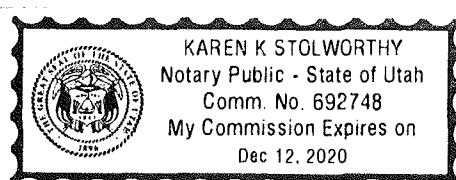
7. Affiant herein acknowledges that he is, by this instrument, testifying under penalty of perjury.

DATE: September 22, 2020.

By: 
B. Scott Welker, Attorney
Vial Fotheringham LLP

STATE OF UTAH)
 :
County of Salt Lake)

B. Scott Welker, personally appeared and acknowledged that he has knowledge of the facts set forth in the foregoing instrument and that he believes that all statements made therein are true and correct.



Subscribed and sworn to before me on this 22nd day of September, 2020.


Karen K Stolworthy
Notary Public for Utah
My commission expires: 12/12/2020

EXHIBIT J

thePyramid
WeAreSanpete.com

86 N. University Ave, Suite 300
Provo, UT 84601
Phone: 801-625-4532

PUBLIC NOTICE ADVERTISING AFFIDAVIT

VIAL FOTHERINGHAM
KAREN STOLWORTHY
515 SOUTH 400 EAST
SUITE 100
SALT LAKE CITY, UT 84111

Account Number: U11502
Proof Date: 11-02-20
Ad Number: 5615

ACCOUNT #	DESCRIPTION	LINES	TIMES	PROOF	TOTAL CHARGES
U11502	NOTICE OF QUIET TITLE ACTION A quiet title	34	3	.00	91.80

PROOF OF PUBLICATION

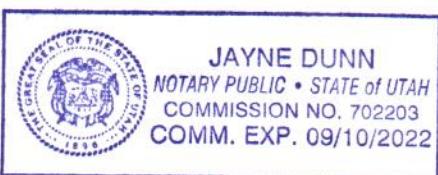
Jamie Rivera who being duly sworn according to law, deposes and says that she is
Legals Billing Clerk of the Pyramid, a newspaper of general circulation, printed and published in
Mount Pleasant, Sanpete County, Utah, and that the annexed advertisement was published in said paper
on:

Standard-Examiner: 10-01-20, 10-08-20, 10-15-20

That said newspaper was regularly issued and circulated on those dates. Same was also published online at utahlegals.com, according to Section 45-1-101 -Utah Code Annotated, beginning on the first date of publication, for at least 30 days thereafter and a minimum of 30 days prior to the date of scheduled.

Jamie Rivera
Jayne Dunn

Sworn to and subscribed before me this 2nd day of November 2020



thePyramid
WeAreSanpete.com

86 N. University Ave, Suite 300
Provo, UT 84601
Phone: 801-625-4532

Proof Date: 11-02-20
Ad Number: 5615

PUBLIC NOTICE ADVERTISING AFFIDAVIT

NOTICE OF QUIET TITLE ACTION
A quiet title action has been filed in the Sixth Judicial District Court of Sanpete County, Utah as Case No. 200600058 against the following property: LOT 46, SKYLINE HEIGHTS SUBD PHASE 1-B; Parcel No. 60045.

The Plaintiff, Hilltop Ventures, LLC., claims ownership of the above-described property and seeks to quiet title as to all other claims of ownership interest.

If you believe you have a claim of ownership interest in the above-described property or otherwise wish to make an appearance in the quiet title action, you must contact Plaintiff's counsel within ten (10) days from the date of this publication.

Plaintiff's counsel will then arrange for service of a copy of a summons and the Complaint upon you, which you will then be given an opportunity to answer.

Plaintiff's counsel, B. Scott Welker of Vial Fotheringham, LLP can be reached by phone at (801) 355-9594; by email at Scott.Welker@VF-Law.com; or by mail at 515 S 400 E, Suite 100, Salt Lake City, Utah 84111. Legal number 5615 published in **The Pyramid** October 1, 8, and 15, 2002.

