

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Krisel Travis



ENT 135120:2020 PG 1 of 19
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 04 1:21 pm FEE 412.00 BY MA
RECORDED FOR DR HORTON INC

**FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTHSHORE**

THIS FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this “**First Supplemental Declaration and First Amendment**”) is made as of September 3, 2020, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On February 20, 2020, Declarant caused to be recorded as Entry No. 21260:2020 in the official records of the Office of the Recorder of Utah County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Original Declaration**”) pertaining to a master planned development known as Northshore located in the City of Saratoga Springs, Utah County, Utah.

B. The Original Declaration provides that Declarant shall have the right and option, from time to time at any time, to subject some or all of the Additional Land described in the Original Declaration to the terms, conditions and restrictions created by the Original Declaration by the recordation of a Supplemental Declaration, which shall be effective upon recording the Supplemental Declaration in the Official Records.

C. Pursuant to Section 19.1 of the Original Declaration, Declarant desires to subject to the Original Declaration that portion of the Additional Land described on Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “**Subject Property**”).

D. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right to unilaterally amend the Original Declaration during the Period of Declarant Control.

E. Declarant is executing and delivering this First Supplemental Declaration and First Amendment for the purpose of subjecting the Subject Property to the provisions of the Original Declaration and for the purpose of amending Section 1.14 of the Original Declaration and for the purpose of attaching to this First Supplemental Declaration and First Amendment a copy of the Amended and Restated Bylaws of Northshore Owners Association.

FIRST SUPPLEMENTAL DECLARATION

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. All defined terms as used in this First Supplemental Declaration and First Amendment shall have the same meanings as those set forth in the Original Declaration, unless otherwise defined in this First Supplemental Declaration and First Amendment.

2. The Subject Property is hereby subjected to the Original Declaration and shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration and as supplemented and amended by this First Supplemental Declaration and First Amendment, which provisions are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof. The Subject Land shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.62 of the Original Declaration.

3. The provisions of the Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

4. The Land Use Classifications and Neighborhood Designations for the Subject Property shall be as follows:

Northshore Plat B-2

<u>Lot Number</u> Parcel A & Parcel B	<u>Neighborhood Designation</u> Common Area
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Northshore Plat C-2

<u>Lot Number</u> 001-011 1247-1274	<u>Neighborhood Designation</u> Single Family Townhomes
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Northshore Plat D-2a

<u>Lot Number</u> 1275 - 1288	<u>Neighborhood Designation</u> Townhomes
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Northshore Plat E-2

<u>Lot Number</u> 1331 - 1412	<u>Neighborhood Designation</u> Townhomes
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Northshore Plat G-2

<u>Lot Number</u>	<u>Neighborhood Designation</u>
1413 – 1438	Townhomes
012 - 024a /024b	Single Family

5. Amendment and Restatement of the Bylaws of the Association. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors of the Association took action to amend and restate in their entirety the Bylaws of the Association. Attached to this First Supplemental Declaration and First Amendment as Exhibit B is a copy of the Amended and Restated Bylaws of Northshore Owners Association. Section 1.14 of the Original Declaration is amended and restated in its entirety to read as follows:

1.14 Bylaws shall mean and refer to the Amended and Restated Bylaws of Northshore Owners Association, a copy of which is attached as Exhibit B to the First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

6. Except as supplemented by the provisions of this First Supplemental Declaration and First Amendment, the Original Declaration shall remain unmodified and in full force and effect.

7. The Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, shall collectively be referred to as the “Declaration.”

IN WITNESS WHEREOF, Declarant has caused this First Supplemental Declaration and First Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 3 day of September, 2020, by Jonathan S. Thornley, in his capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"
TO
FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTSHORE

Legal Description of the Subject Property

That certain real property located in Utah County, Utah more particularly described as follows:

NORTSHORE PLAT B-2

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1029.63 FEET AND WEST 867.97 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 321.73 FEET; THENCE N0°04'08"W 83.08 FEET; THENCE N7°07'30"E 27.95 FEET; THENCE N0°04'08"W 283.04 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 43.27 FEET THROUGH A CENTRAL ANGLE OF 41°19'25" (CHORD: N20°43'50"W 42.34 FEET); THENCE ALONG THE ARC OF A 98.50 FOOT RADIUS CURVE TO THE LEFT 6.30 FEET THROUGH A CENTRAL ANGLE OF 3°39'43" (CHORD: N43°13'25"W 6.29 FEET); THENCE N45°03'16"W 7.12 FEET; THENCE ALONG THE ARC OF A 98.50 FOOT RADIUS CURVE TO THE LEFT 17.18 FEET THROUGH A CENTRAL ANGLE OF 9°59'39" (CHORD: N50°03'06"W 17.16 FEET); THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 36.75 FEET THROUGH A CENTRAL ANGLE OF 35°05'48" (CHORD: N72°35'50"W 36.18 FEET); THENCE S89°51'16"W 69.70 FEET; THENCE N0°10'28"W 59.00 FEET; THENCE N89°51'16"E 71.42 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 38.86 FEET THROUGH A CENTRAL ANGLE OF 37°06'40" (CHORD: N71°17'56"E 38.19 FEET); THENCE ALONG THE ARC OF A 99.50 FOOT RADIUS CURVE TO THE LEFT 12.91 FEET THROUGH A CENTRAL ANGLE OF 7°26'02" (CHORD: N49°01'35"E 12.90 FEET); THENCE ALONG THE ARC OF A 44.50 FOOT RADIUS CURVE TO THE LEFT 3.88 FEET

THROUGH A CENTRAL ANGLE OF 4°59'32" (CHORD: N42°48'48"E 3.88 FEET); THENCE ALONG THE ARC OF A 99.50 FOOT RADIUS CURVE TO THE LEFT 5.82 FEET THROUGH A CENTRAL ANGLE OF 3°21'07" (CHORD: N38°38'29"E 5.82 FEET); THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 38.86 FEET THROUGH A CENTRAL ANGLE OF 37°06'40" (CHORD: N18°24'36"E 38.19 FEET); THENCE N0°08'44"W 40.55 FEET; THENCE N89°51'16"E 60.00 FEET; THENCE S0°08'44"E 20.05 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 34.89 FEET THROUGH A CENTRAL ANGLE OF 33°19'12" (CHORD: S16°48'20"E 34.40 FEET); THENCE ALONG THE ARC OF A 96.50 FOOT RADIUS CURVE TO THE LEFT 28.22 FEET THROUGH A CENTRAL ANGLE OF 16°45'26" (CHORD: S41°50'39"E 28.12 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 78.50 FOOT RADIUS CURVE TO THE RIGHT 8.68 FEET THROUGH A CENTRAL ANGLE OF 6°20'02" (CHORD: S47°03'21"E 8.67 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 96.50 FOOT RADIUS CURVE TO THE LEFT 43.89 FEET THROUGH A CENTRAL ANGLE OF 26°03'43" (CHORD: S56°55'11"E 43.52 FEET); THENCE S83°23'09"E 7.92 FEET; THENCE N89°51'16"E 181.20 FEET; THENCE S0°08'44"E 59.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S61°10'08"W") 12.52 FEET THROUGH A CENTRAL ANGLE OF 28°41'07" (CHORD: S14°29'18"E 12.39 FEET); THENCE S0°08'44"E 453.91 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.26 ACRES

185,627 SQ FT

OF LOTS: 0

OF PARCELS: 3

NORTHSHORE PLAT D-2A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1511.47 FEET AND WEST 511.95 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE

AND MERIDIAN; THENCE S0°14'17"W 77.65 FEET; THENCE ALONG THE ARC OF A 17.50 FOOT RADIUS CURVE TO THE RIGHT 27.37 FEET THROUGH A CENTRAL ANGLE OF 89°36'59" (CHORD: S45°02'46"W 24.67 FEET); THENCE S0°45'15"W 26.00 FEET; THENCE S89°51'16"W 311.34 FEET; THENCE S0°08'44"E 359.97 FEET; THENCE WEST 26.00 FEET; THENCE N0°08'44"W 453.91 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 12.52 FEET THROUGH A CENTRAL ANGLE OF 28°41'07" (CHORD: N14°29'18"W 12.39 FEET); THENCE N0°08'44"W 59.00 FEET; THENCE N89°51'16"E 240.24 FEET; THENCE ALONG THE ARC OF A 170.50 FOOT RADIUS CURVE TO THE LEFT 31.91 FEET THROUGH A CENTRAL ANGLE OF 10°43'21" (CHORD: N84°29'35"E 31.86 FEET); THENCE N79°07'55"E 43.29 FEET; THENCE S10°52'05"E 59.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 170.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S10°52'05"E) 33.05 FEET THROUGH A CENTRAL ANGLE OF 11°06'21" (CHORD: N84°41'05"E 33.00 FEET); THENCE S89°45'45"E 0.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±1.52 ACRES
66,318 S.F.
OF LOTS: 14
OF PARCELS: 2

NORTHSHORE PLAT E-2

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1655.12 FEET AND WEST 483.63 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°59'27"W 59.00 FEET; THENCE S0°00'33"E 76.30 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 16.76 FEET THROUGH A CENTRAL ANGLE OF 80°01'06" (CHORD: S40°00'00"W 15.43 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT 3.51 FEET THROUGH A CENTRAL ANGLE OF 0°52'38" (CHORD: S79°34'14"W 3.51 FEET); THENCE S79°07'55"W 43.29 FEET; THENCE ALONG THE

ARC OF A 170.50 FOOT RADIUS CURVE TO THE RIGHT 31.91 FEET THROUGH A CENTRAL ANGLE OF 10°43'21" (CHORD: S84°29'35"W 31.86 FEET); THENCE S89°51'16"W 421.44 FEET; THENCE N83°23'09"W 7.92 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 96.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N20°02'57"E) 43.89 FEET THROUGH A CENTRAL ANGLE OF 26°03'43" (CHORD: N56°55'11"W 43.52 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 78.50 FOOT RADIUS CURVE TO THE LEFT 8.68 FEET THROUGH A CENTRAL ANGLE OF 6°20'02" (CHORD: N47°03'21"W 8.67 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 96.50 FOOT RADIUS CURVE TO THE RIGHT 28.22 FEET THROUGH A CENTRAL ANGLE OF 16°45'26" (CHORD: N41°50'39"W 28.12 FEET); THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 34.89 FEET THROUGH A CENTRAL ANGLE OF 33°19'12" (CHORD: N16°48'20"W 34.40 FEET); THENCE N0°08'44"W 20.05 FEET; THENCE S89°51'16"W 60.00 FEET; THENCE S0°08'44"E 40.55 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 38.86 FEET THROUGH A CENTRAL ANGLE OF 37°06'40" (CHORD: S18°24'36"W 38.19 FEET); THENCE ALONG THE ARC OF A 99.50 FOOT RADIUS CURVE TO THE RIGHT 5.82 FEET THROUGH A CENTRAL ANGLE OF 3°21'07" (CHORD: S38°38'29"W 5.82 FEET); THENCE ALONG THE ARC OF A 44.50 FOOT RADIUS CURVE TO THE RIGHT 3.88 FEET THROUGH A CENTRAL ANGLE OF 4°59'32" (CHORD: S42°48'48"W 3.88 FEET); THENCE ALONG THE ARC OF A 99.50 FOOT RADIUS CURVE TO THE RIGHT 12.91 FEET THROUGH A CENTRAL ANGLE OF 7°26'02" (CHORD: S49°01'35"W 12.90 FEET); THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 38.86 FEET THROUGH A CENTRAL ANGLE OF 37°06'40" (CHORD: S71°17'56"W 38.19 FEET); THENCE S89°51'16"W 67.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N61°24'47"W) 12.53 FEET THROUGH A CENTRAL ANGLE OF 28°42'51" (CHORD: N14°10'58"E 12.40 FEET); THENCE N0°10'28"W 312.83 FEET; THENCE N89°49'32"E 137.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1044.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S82°57'18"E) 18.48 FEET THROUGH A CENTRAL ANGLE OF 1°00'49" (CHORD: N7°33'07"E 18.48 FEET); THENCE S81°56'29"E 76.65 FEET; THENCE N89°59'27"E 552.48 FEET;

THENCE S0°00'33"E 58.20 FEET; THENCE N89°59'27"E 68.97 FEET; THENCE S0°00'33"E 173.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±5.91 ACRES
257,356 S.F.
OF LOTS: 82
OF PARCELS: 8

NORTHSHORE PLAT G-2

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°10'34"E ALONG THE SECTION LINE 818.54 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°59'27"E 209.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SARATOGA ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S0°37'00"W 168.28 FEET; THENCE N89°45'45"W 109.25 FEET; THENCE N0°30'05"E 5.58 FEET; THENCE N89°45'45"W 271.60 FEET; THENCE S0°00'33"E 5.59 FEET; THENCE S89°59'27"W 157.60 FEET; THENCE S0°00'33"E 10.90 FEET; THENCE S89°59'27"W 152.00 FEET; THENCE N0°00'33"W 173.00 FEET; THENCE S89°59'27"W 68.97 FEET; THENCE N0°00'33"W 58.20 FEET; THENCE N89°59'27"E 9.97 FEET; THENCE N0°00'33"W 64.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 18.85 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N45°00'33"W 16.97 FEET); THENCE S89°59'27"W 8.39 FEET; THENCE N0°00'33"W 59.00 FEET; THENCE N89°59'27"E 2.01 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 22.26 FEET THROUGH A CENTRAL ANGLE OF 106°17'58" (CHORD: N36°50'28"E 19.20 FEET); THENCE ALONG THE ARC OF A 170.50 FOOT RADIUS CURVE TO THE LEFT 2.18 FEET THROUGH A CENTRAL ANGLE OF 0°43'54" (CHORD: N16°40'29"W 2.18 FEET); THENCE N72°57'34"E 59.00 FEET; THENCE EAST 18.61 FEET; THENCE S1°26'00"W 29.29 FEET; THENCE S2°10'00"E 15.56 FEET; THENCE S89°08'00"E 218.29 FEET; THENCE S89°52'00"E 84.34 FEET; THENCE S0°00'33"E

175.02 FEET; THENCE N89°59'27"E 172.11 FEET TO THE
POINT OF BEGINNING.

CONTAINS: ±4.27 ACRES

185,946 S.F.

OF LOTS: 39

OF PARCELS: 5

Tax Parcel Number _____

EXHIBIT "B"
TO
FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTHSORE

Amended and Restated Bylaws of Northshore Owners Association

A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the following are the Amended and Restated Bylaws of the Association, which is obligated to operate, manage and regulate the Project. Pursuant to a unanimous written consent of the Board of Directors, the Board of Directors approved and adopted these Amended and Restated Bylaws of Northshore Owners Association, and these Amended and Restated Bylaws of Northshore Owners Association amend, restate and replace in their entirety the original Bylaws of the Association dated February 4, 2020. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to be refer to the Amended and Restated Bylaws of Northshore Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Bylaws shall have the same meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Northshore, as supplemented and amended from time to time (the "Declaration").

ARTICLE 1
PLAN OF LOT OWNERSHIP AND INCORPORATION

1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the Declaration. The Project is located in the City of Saratoga Springs, Utah County, State of Utah. These Bylaws shall govern the administration of the Project and the Association.

1.2 **Organizational Form.** If the Association is incorporated, then these Bylaws shall also function as the bylaws of the corporation.

1.3 **Bylaws Applicability.** All present and future Owners, Residents, occupants, tenants, renters, lessees, and their guests, licenses, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and shall abide by these Bylaws.

ARTICLE 2
ASSOCIATION

2.1 **Composition.** The Association is a mandatory association consisting of all Owners of Lots within Northshore.

2.2 **Voting.** Each Lot or Unit shall have one (1) vote. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of

multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors from time to time and stated in the notice of meeting.

2.4 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of June of each year, or at such other suitable date as may be designated by the Board of Directors from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

2.5 Special Meetings. The President of the Association, or a Majority of the members of the Board of Directors, may call a special meeting of the Association, or if the President of the Association is so directed by resolution of the Board of Directors or upon receipt of a petition signed and presented to the Secretary of the Board of Directors by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Quorum. The presence in person or by proxy of three (3) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners meeting.

(a) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(b) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting.

(c) Percentage Approval Requirement. Notwithstanding the foregoing provisions of this section, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.7 Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of each annual or special meeting of the Owners not less than ten (10) days in advance of such meeting. Each such notice shall state the purpose of such meeting as well as the time and place where it is to be held, to each Owner of record, at the address of his respective Lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice in a fair and reasonable manner.

2.8 Voting Requirements. An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association, if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

2.9 Proxies. The votes appertaining to any Lot or Unit may be cast pursuant to a proxy or proxies fully executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or Owners that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Owner or Owners as the case may be.

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, as authorized pursuant to Section 16-6a-707, of the Utah Code, as such Section may be subsequently amended or replaced.

2.11 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting, if the Association delivers a written ballot to every member entitled to vote on the matter pursuant to the provisions and procedures set forth in Section 16-6a-709 of the Utah Code, as such Section may be subsequently amended or replaced.

ARTICLE 3

BOARD OF DIRECTORS

3.1 Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors in accordance with the Declaration. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Directors may delegate its authority to a manager or managers.

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but no more than nine (9) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board of Directors membership.

3.3 Election and Terms of Office of the Board of Directors. The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Class B Control Period. At the first meeting after the expiration of the Class B Control Period, five (5) members of the Board of

Directors shall be elected by the Owners. Three members of the Board of Directors shall be elected for two year terms and two members of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

3.4 Initial Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Association, or at such other time and place designated by the Board of Directors.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time and at such time and place as shall be determined by a Majority of the members of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President or a Majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone, or as otherwise authorized by Section 7.1 of these Bylaws, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Directors shall be valid for any and all purposes.

3.7 Waiver of Notice. Before or at any meeting of the Board of Directors, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

3.8 Board of Director's Quorum. At all meetings of the Board of Directors, a Majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the Majority of all the Board of Directors members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the Majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the Majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board of Directors; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a Majority

of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

3.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.12 Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

3.13 Executive Session. The Board of Directors may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors.

ARTICLE 4 **OFFICERS**

4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

4.3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the Board of Directors, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes. Provided,

however, if a member of the Board of Directors is removed as an officer, he shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he shall have general and active management of the business of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

4.5 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis.

4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Directors including resolutions.

4.7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager, and with the assistance of the Manager shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such federally insured depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

ARTICLE 5 **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors should it be deemed advisable or in the best interests of the Association.

ARTICLE 6
AMENDMENT TO BYLAWS

6.1 Amendment.

(a) By the Board. The Board may amend the Bylaws at any time to add, change, or delete a provision, unless:

(i) this Section or the Articles of Incorporation or Bylaws:

(A) reserve the power exclusively to the Members in whole or part; or

(B) otherwise prohibit the Board from amending the Bylaws to add, change, or delete a provision; or

(ii) it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

(b) By the Members.

(i) Unless otherwise provided by the Bylaws, the Members may amend the Bylaws even though the Bylaws may also be amended by the Board.

(ii) Amendments to the Bylaws by Members shall be made in accordance with Sections 16-6a-1003 and 16-6a-1004 of the Utah Code Annotated as if each reference in Sections 16-6a-1003 and 16-6a-1004, as amended or supplemented, to the Article of Incorporation was a reference to the Bylaws.

6.2 Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the Recorder of Utah County, Utah.

ARTICLE 7
NOTICE

7.1 Fair and Reasonable Notice. Notice given in accordance with the provisions of the Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, the Association website, or other electronic notice; provided, however, an Owner may by making a written demand to the Association require written notice. If such written demand is made, then all notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Board of Directors or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

7.2 Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 8

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

8.1 Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

8.2 Conflict. These Bylaws are subordinate to and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and, to this end, the provisions hereof are declared to be severable.

8.4 Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

8.5 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

8.6 Gender and Grammar. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

8.7 Liability of Board of Directors Members. Neither the members of the Board of Directors nor the officers of the Association shall be liable to any Owner, Resident or person for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board of Directors, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Owners and Residents, by virtue of their taking title to or possession of a Lot, agree to indemnify, defend and hold harmless the members of the Board of Directors and officers of the Association from and against any and all claims arising out of or caused by their voluntary participation as a member of the Board of Directors or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board of Directors for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board of Directors shall have the right and power

to file a lien against the Lot owned or occupied, and may proceed to collect the same by judgment or foreclosure. In the event of a breach or anticipated breach by an Owner or Resident, or by their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board of Directors shall have, in addition to any other remedies provided by law equity, the right to injunctive relief and damages.

8.9 Persons Bound. All references herein to an Owner, Resident, tenant, renter, lessee, guest, or invitee shall be deemed to include their respective executors, administrators, employees, representatives, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

Dated this ____ day of September, 2020.

NORTHSHORE OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing copy of the Amended and Restated Bylaws of Northshore Owners Association was acknowledged before me this ____ day of September, 2020, by _____ in such person's capacity as the _____ of Northshore Owners Association, a Utah nonprofit corporation.

NOTARY PUBLIC