

124
C9
DOC # 20180009231

Bylaws Page 1 of 24
Russell Shirts Washington County Recorder
03/05/2018 04:07:36 PM Fee \$ 65.00
By SNOW JENSEN & REECE



**Bylaws
of
The Ledges of St. George Master Owner
Association**

TABLE OF CONTENTS

Article 1.	<u>LOCATION OF OFFICES</u>	1
1.1	Principal Office	1
1.2	Registered Office and Agent.....	1
Article 2.	<u>DEFINITIONS</u>	1
Article 3.	<u>MEMBERSHIP AND VOTING RIGHTS</u>	1
3.1	Membership	1
3.2	Voting Rights.....	1
3.3	Qualification for Membership	1
3.4	Suspension of Membership.....	2
Article 4.	<u>MEETINGS OF MEMBERS</u>	2
4.1	Annual Meetings	2
4.2	Special Meetings	2
4.3	Notice of Meetings	2
4.4	Waiver of Notice.....	2
4.5	Quorum.....	2
4.6	Proxies	3
4.7	Voting	3
4.8	Action by Written Ballot in Lieu of Meeting.....	3
4.9	Consent Where Meeting Not Required.....	3
4.10	Procedure; Parliamentary Rules.....	3
4.11	Place of Meetings.....	3
4.12	Meetings of Voting Members	3
Article 5.	<u>BOARD OF DIRECTORS</u>	4
5.1	Qualifications	4
5.2	Number	4
5.3	Term of Office	4
5.4	Removal	4
5.5	Compensation	4
5.6	Declarant Control Period	4
Article 6.	<u>NOMINATION AND ELECTION OF DIRECTORS</u>	4
6.1	Nomination.....	4
6.2	Election.....	5
6.3	Voting by Mail	5

Article 7.	<u>MEETINGS OF DIRECTORS</u>	5
7.1	Regular Meetings	5
7.2	Special Meetings	5
7.3	Quorum	5
7.4	Action Without a Meeting	5
7.5	Place of Meetings	5
7.6	Presence of Directors at Meetings	5
Article 8.	<u>POWERS AND DUTIES OF THE BOARD OF DIRECTORS</u>	6
8.1	Powers	6
8.2	Duties	6
Article 9.	<u>OFFICERS AND THEIR DUTIES</u>	6
9.1	Enumeration of Offices	6
9.2	Election of Officers	6
9.3	Term	6
9.4	Special Appointments	6
9.5	Resignation and Removal	6
9.6	Vacancies	6
9.7	Multiple Offices	6
9.8	Duties	7
9.9	Compensation	7
Article 10.	<u>INDEMNIFICATION OF DIRECTORS AND OFFICERS</u>	7
Article 11.	<u>COMMITTEES</u>	7
11.1	Generally	7
11.2	Architectural Control Committee	8
11.3	Additional Committees	8
11.4	Neighborhood Committees	8
Article 12.	<u>FINANCIAL MATTERS</u>	8
12.1	Depositories	8
12.2	Contracts; Management Contract	8
12.3	Fiscal Year	8
12.4	Annual Report	9
Article 13.	<u>BOOKS AND RECORDS</u>	9
13.1	Association Records	9
13.2	Inspection of Books and Records	9
Article 14.	<u>RULES AND REGULATIONS</u>	9

Article 15. <u>AMENDMENT</u>	9
15.1 By the Board and Class A Members	9
15.2 By Declarant	9
15.3 Validity	10
15.4 Effective Date	10
Article 16. <u>GENERAL PROVISIONS</u>	10
16.1 Conflicts	10
16.2 Titles and Headings	10
16.3 Notices	10
16.4 Waivers	10

Bylaws
of
The Ledges of St. George Master Owners Association

ARTICLE 1
LOCATION OF OFFICES

1.1. Principal Office. The principal office of The Ledges of St. George Master Owners Association, hereinafter referred to as the "Association", shall be located in Washington County, Utah, at such place as the Board shall designate. The location of the principal office may be changed by resolution of the Board of Directors.

1.2. Registered Office and Agent. The registered office and agent of the Association, as required by Section 501 of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101 et seq. (1953, as amended) (hereinafter the "Act"), may be changed from time to time as provided in the Act.

ARTICLE 2
DEFINITIONS

Except as otherwise provided herein, the definitions set forth in the Act, the Master Declaration of Covenants, Conditions, and Restrictions for the Ledges of St. George ("Declaration"), and the Articles, and any applicable amendments and supplements thereto or restatements thereof shall control in these Bylaws

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration

3.2. Voting Rights. Voting rights shall be as set forth in the Declaration.

3.3. Qualification for Membership. No person, persons, entity or entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Association of qualification as a Member, or nominee of a Member, pursuant to the terms of the Articles of Incorporation and the Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, or the person nominating him or her qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

3.4. Suspension of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association. If a Member fails to make payment of any annual or special assessment levied by the Association within thirty (30) days after the same shall become due and payable the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any published rules and regulations established by the Board of Directors governing the use of the services, facilities or equipment of the Association, for a period not to exceed sixty (60) days. Except for suspension of voting rights for failure to pay assessments and for violation of any use restriction, any suspension of the rights of Membership shall be pursuant to notice and hearing. The Board shall establish a procedure for notice and hearing that is fair and reasonable taking into consideration all of the relevant facts and circumstances.

ARTICLE 4 MEETINGS OF MEMBERS

4.1. Annual Meetings. The first annual meeting of the Association shall be held within one year after the date of the incorporation of the Association. Subsequent annual meetings shall be set by the Board. If the day of the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

4.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4. Waiver of Notice. The notice provided for hereinabove is not indispensable and any meeting of the Members shall be deemed validly called for all purposes if all Members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those Members not so represented or not given such notice. The attendance of any Member at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by that Member.

4.5. Quorum.

4.5.1. Quorum Requirements Generally. Except as hereafter provided, and as otherwise provided in the Articles of Incorporation or Declaration, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of all the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.5.2. Quorum for Voting Members. If the matter is one that will be voted on by Voting Members (described in the Declaration) in lieu of the Members, the presence at the meeting of a majority of Voting Members shall constitute a quorum for any action upon which such Voting Members are entitled to vote.

4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease upon conveyance of a Lot by the Member.

4.7. Voting. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting shall be the act of all the Members, unless the act of a greater number is expressly required by law, by the Declaration, or by the Articles of Incorporation of the Association or elsewhere in these Bylaws. Upon direction of the presiding officer, the vote upon any business at a meeting shall be by ballot, but otherwise any such vote need not be by ballot.

4.8. Action by Written Ballot in Lieu of Meeting. Action (including amendment of the Governing Documents) may be taken by written ballot in lieu of any annual, regular, or special meeting if the ballot is delivered by or at the direction of the Secretary to each Member entitled to vote on the matter, which ballot shall (a) set forth in detail the proposed action; (b) provide an opportunity to vote for or against the proposed action; (c) state the date when such ballot must be returned in order to be counted, which date shall not be less than thirty (30) days after delivery of the ballot; (d) state by what means it shall be returned and where; and (e) shall be accompanied by any written information, which has been approved by a majority of the Directors, sufficient to permit each Member casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Member entitled to vote, which shall either identify such Member by Lot or unit number or by name. The number of votes cast by written ballot pursuant to this section shall constitute a quorum for action on the matter.

4.9. Consent Where Meeting Not Required. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of such Members shall be required or is necessary to obtain such consents.

4.10. Procedure; Parliamentary Rules. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer. Except as may be modified by resolution of the Board, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law or the Governing Documents.

4.11. Place of Meetings. The Board of Directors may designate the place of any annual or special meeting of the Members by stating or fixing such place pursuant to resolution, provided, however, that such place must be within Washington County, State of Utah. If the Board of Directors makes no designation, annual and regular meetings shall be held at the Association's principal office.

4.12. Meetings of Voting Members. In any matter that the Board has designated shall be voted on by Voting Members in lieu of the Members, the meeting of such Voting Members shall be undertaken in the same manner and with the same procedures and any meeting of Members as set forth in these Bylaws.

ARTICLE 5
BOARD OF DIRECTORS

5.1. Qualifications. A Director must be a natural person of at least 18 years of age or older and, except with respect to directors appointed by the Declarant, a Member of the Association. In the case of multiple co-Owners or Owners not natural persons, their designees.

5.2. Number. The affairs of this Association shall be managed by a Board of three (3), five (5) seven (7), or nine (9) directors, the number of persons constituting the whole Board of Directors to be fixed from time to time by resolution of the Board of Directors.

5.3. Term of Office. At each annual meeting, the Members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years. In the initial election of Directors, the method of election shall provide that the term of an odd number of Directors (at least two less than the entire Board) shall expire in the next odd numbered year, and the term of an even number of Directors shall expire in the next even numbered year.

5.4. Removal. Any Director may be removed from the Board with cause, by a majority vote of the Members of the Association. Any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless otherwise determined by the Board. In the event of death, resignation or removal of a Director, a temporary successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor or until special election of a successor.

5.5. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or duties as a Director.

5.6. Declarant Control Period. Notwithstanding anything herein to the contrary, Directors serving during the Declarant Control Period shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. There shall be no requirement for the election of Directors as forth in Article 6 until the termination of the Declarant Control Period unless the Declarant provides otherwise in writing.

ARTICLE 6
NOMINATION AND ELECTION OF DIRECTORS

6.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the Members, to serve through such annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

6.2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6.3. Voting by Mail. Election of Directors may be handled by mail voting in the following manner, which may be, at the determination of the Board, the sole method of voting or used in conjunction with in-person voting. Ballots shall be sent to each Member by the Secretary not more than sixty (60) days and not fewer than thirty (30) days before the date set for election. Ballots shall instruct Members to seal their ballot in a ballot envelope and then place the sealed envelope into a larger envelope along with a signed paper, provided by the Secretary, identifying the Member whose vote is contained in the inner envelope. Ballots may be delivered to the Secretary in person or by mail. Upon receiving the ballots, the corporate secretary shall open the outer envelope, remove the identification paper and record which Members have voted. The identification paper and outer envelope shall then be separated from the ballot envelope. The ballot envelope shall be retained by the Secretary until opened on the election date.

ARTICLE 7 MEETINGS OF DIRECTORS

7.1. Regular Meetings. The first meeting of the Board of Directors will follow the annual meeting of the Members. Thereafter, regular meetings of the Board of Directors shall be held at such date, time and place as may be determined from time to time by resolution of the Board of Directors. Written notification of each regular Board meeting shall be delivered or mailed to all Directors at least seven (7) days prior to any regular Board meeting. Meetings of the Board shall be open to all Members, unless litigation or potential litigation, contract negotiation or employment or personnel matters are being discussed.

7.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than two (2) days' notice to each Director.

7.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, the Articles of Incorporation or these Bylaws.

7.4. Action Without a Meeting. Whenever the Directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all Directors.

7.5. Place of Meetings. Regular or special meetings of the Board of Directors may be held in or out of the State of Utah.

7.6. Presence of Directors at Meetings. The Board of Directors may allow any director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may hear each other during the

meeting. A director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

ARTICLE 8
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1. **Powers.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association managed under the direction of, the Board of Directors, subject to any limitations set forth in the Act, the Articles, and the Declaration.

8.2. **Duties.** It shall be the duty of the Board of Directors to manage the affairs of the Association in accordance with the terms of the Act, the Articles, the Declaration, and these Bylaws, and other Governing Documents.

ARTICLE 9
OFFICERS AND THEIR DUTIES

9.1. **Enumeration of Offices.** The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a secretary and a treasurer, who need not be Members of the Board of Directors nor of the Association, and such other officers as the Board may from time to time create by resolution.

9.2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

9.3. **Term.** The Board shall elect the officers of the Association annually and each shall hold office for one (1) year unless the officer shall sooner resign, or be removed, or otherwise be disqualified to serve.

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

9.5. **Resignation and Removal.** The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving notice to the Board, or any officer of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise necessary to make it effective.

9.6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

9.7. **Multiple Offices.** The same person may hold the offices of secretary and treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 9.4.

9.8. Duties. The officers and their duties are as follows:

- (a) *President.* The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) *Vice President.* The vice-president shall act in the place and stead of the president in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; maintain a roster of Property, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the Directors of Members who are delinquent in paying assessments and prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of the budget and statement to the Members at said meeting.

9.9. Compensation. No salary or other compensation for services shall be paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee and receiving compensation therefor.

ARTICLE 10
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer of the Association now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject while or after serving by reason of serving as Director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any Director or officer of the Association may otherwise be entitled by law.

ARTICLE 11
COMMITTEES

11.1. Generally. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

11.2. Architectural Control Committee. An Architectural Control Committee composed of three (3) or more representatives may be appointed by the Directors or by the Declarant as further set forth in the Declaration.

11.3. Additional Committees. The Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

11.4. Neighborhood Committees.

(a) In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration, or to perform the functions of a Neighborhood Association as set forth in the Declaration. A Neighborhood Committee may advise the Board on any other issue but shall not have the authority to bind the Board. Such Neighborhood Committees, if elected, shall consist of three to five Members, as determined by the vote of a majority of the Owners of Units within the Neighborhood.

(b) Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. The Voting Member representing such Neighborhood shall be the chairperson of the Neighborhood Committee, shall preside at its meetings, and shall be responsible for transmitting any and all communications to the Board.

(c) In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board as set forth in these Bylaws. Meetings of a Neighborhood Committee shall be open to all Owners of Units in the Neighborhood and their representatives. Members of a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

ARTICLE 12
FINANCIAL MATTERS

12.1. Depositories. The Board of Directors shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons specified by the Board or in these Bylaws.

12.2. Contracts; Management Contract. The Board of Directors may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

12.3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors of the Association.

12.4. Annual Report. The Board of Directors shall present at the annual meeting of the Members the report of the treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Association during the preceding year. The Board of Directors shall provide all Members, at the expense of the Association, copies of said annual budget and statement of income and expense.

ARTICLE 13
BOOKS AND RECORDS

13.1. Association Records. The Association shall keep and maintain those records required by the Act and the Declaration. Such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

13.2. Inspection of Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 14
RULES AND REGULATIONS

The Board of Directors shall have the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Property, equipment, facilities and utility systems of the Association. The Board of Directors may alter from time to time such rules and regulations. The Members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their lessees, invitees and others over whom they may exercise control or supervision.

ARTICLE 15
AMENDMENT

15.1. By the Board and Class A Members. These Bylaws may be altered, amended, repealed or added to by a majority vote of the Board of Directors at any regular meeting of said Board or at a special meeting called for that purpose. These Bylaws and any amendments thereto may be altered, amended, repealed or added to by a majority vote of the Members at any annual or special meeting of the Members called for that purpose.

15.2. By Declarant. Declarant has the right to unilaterally amend, modify, extend, or revoke these Bylaws for any purpose during the Declarant Control Period, with or without notice to the Class A Members. Thereafter, Declarant may unilaterally amend these Bylaws if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

15.3. Validity. No amendment made by the Class A Members during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any procedural challenge to an amendment must be made within six months of the effective date of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

15.4. Effective Date. Any amendment to these Bylaws shall be effective upon the date such amendment is duly adopted as provided for herein, which date the Secretary shall certify on the amendment and file with the Association's records.

ARTICLE 16
GENERAL PROVISIONS

16.1. Conflicts. In case of any conflict between the Declaration, the Articles of Incorporation or these Bylaws, the Declaration shall be of primary authority, the Articles of Incorporation secondary and the Bylaws subject thereto. Any Neighborhood Association or Sub-Association created in conformance with the terms of the Declaration, shall at all times be subject and servant to the jurisdiction of the Association and the governing documents of any Neighborhood or Sub-Association shall be secondary to these Bylaws and, in the case of a conflict between any such governing documents and these Bylaws, these Bylaws shall control.

16.2. Titles and Headings. The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

16.3. Notices. Any notice required to be sent under the provisions of these Bylaws shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Members are required to keep the Association informed as to their current mailing address. Notwithstanding the above, the Board may, by resolution, adopt a policy for notification via electronic communication to Members in lieu of notice by mail. The Board may require that Members maintain a current e-mail address with the Board for such purpose. In the event the Board adopts such a resolution, service by electronic transmission is deemed complete upon transmission.

16.4. Waivers. No provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce or follow it, irrespective of the number of violations which may occur.

* * *

CERTIFICATION

I, the undersigned, do hereby certify:

Declarant

1. I am the ~~duly elected secretary~~ of The Ledges of St. George Master Owners Association, a Utah non-profit corporation.
2. The foregoing Bylaws constitute the Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of December ²⁰¹⁷, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December ²⁰¹⁷, 2006.

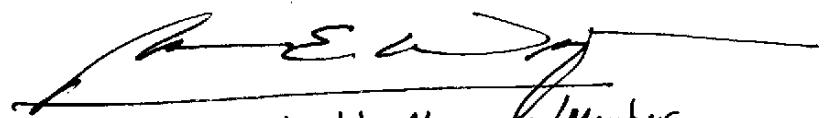
Secretary / Declarant

Valderra Development, LLC

By: Valderra Investment Partners, LLC

Manager

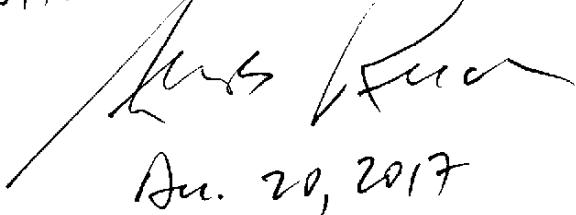
By: DMS Services, LLC, Manager



Alan E. Wright, Manager/Member

N:\SGDOCS\BPATTISON\L\ledges 2302900\Bylaws Final 032306.doc

Witness: Lewis P. Baer



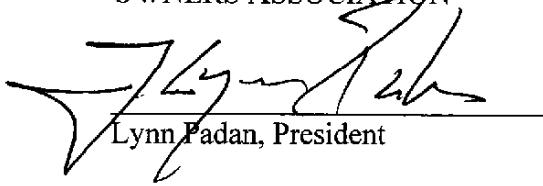
Lewis P. Baer
Apr. 20, 2017

CERTIFICATION OF BYLAWS OF
LEDGES AT ST. GEORGE MASTER OWNERS ASSOCIATION

I, the undersigned, do hereby certify that the forgoing is a true and correct copy of the duly adopted Bylaws of the Ledges at St. George Master Owner Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of ~~February~~ ^{March}, 2018.

LEDGES AT ST. GEORGE MASTER
OWNERS ASSOCIATION



Lynn Padan, President

STATE OF UTAH,)
: ss.
County of Washington.)

The foregoing instrument was acknowledged before me this 2nd day of ~~February~~ ^{March}, 2018,
by Lynn Padan, President of the Ledges of St. George Master Owners Association.



Lori Cuskelly
Notary Public

EXHIBIT A – LEGAL DESCRIPTION

LEDGES OF ST. GEORGE PHASE 1 AMENDED
LEDGES OF ST. GEORGE PHASES 2, 4, 5, 6, 8, AND 10
ESTATES AT VALDERRA PHASE 1
ESTATES AT VALDERRA PHASE 2
VILLAS AT VALDERRA PHASE 1

PARCEL 1: (Phase 1 - Amended)

Basis of bearing is South 88°40'34" East between the North Quarter Corner and the Northeast Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian.

Beginning at a point being South 88°49'15" East, along the section line 496.04 feet; and North 01°10'45" East, 406.44 feet from the Northeast Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 20°58'26" East, 212.99 feet; said point being on the southerly boundary of an existing public street; thence along said public street the following five (5) courses: thence North 80°50'19" East, 127.01 feet; to a point of a 383.00 foot radius curve to the right; thence 235.44 feet along said curve through a central angle of 35°13'18" (chord that bears South 81°33'02" East, 231.75 feet); thence South 63°56'23" East, 380.27 feet to a point on a 2528.00 foot radius curve to the left; thence 452.15 feet along said curve through a central angle of 10°14'52" (chord bears South 69°03'49" East, 451.55 feet); to a point on a non-tangent 20.00 foot radius curve to the left; thence 30.96 feet along said curve through a central angle of 88°41'04" (chord bears South 61°28'13" West, 27.96 feet); thence South 17°07'41" West 36.56 feet to a point on a 175.00 foot radius curve to the right; thence 85.72 feet along said curve through a central angle of 28°03'51" (chord bears South 31°09'36" West, 84.86 feet); thence South 47°56'16" East, 39.84 feet; thence South 00°29'21" East, 128.58 feet; thence South 76°10'20" West, 71.94 feet; thence South 89°30'39" West, 70.00 feet; thence North 87°32'21" West, 97.97 feet; thence North 63°55'49" West, 429.09 feet; thence North 61°22'59" West, 227.42 feet; thence North 69°01'34" West, 210.00 feet; thence North 20°58'26" East, 11.09 feet; thence North 69°01'34" West, 140.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM all public streets within THE LEDGES OF ST. GEORGE - PHASE 1 AMENDED Subdivision.

PARCEL 2: (Phase 2)

Basis of bearing is South 88°40'34" East between the North Quarter Corner and the Northeast Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian.

Beginning at a point being South 88°40'34" East, 2450.42 feet and North 01°19'26" East, 102.56 feet from the North Quarter Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian; thence North 86°02'56" West, 120.00 feet; thence North 89°23'15" West, 120.20 feet; thence South 67°00'04" West, 84.02 feet; thence South 59°46'25" West, 222.11 feet; thence South 41°55'22" West, 221.47 feet; thence South 38°16'32" West, 107.46 feet; thence South 28°08'56" West, 107.81 feet; thence South 32°33'27" West, 220.00 feet; thence South 22°58'40" West, 99.00 feet; thence South 19°40'14" West, 126.86 feet; thence North 61°33'28" West, 155.43 feet; thence South 28°26'32" West, 12.25 feet to a point on a 15.00 foot radius curve to the left; thence 24.08 feet along said curve through a central angle of 91°58'52" (chord bears South 17°32'54" East, 21.58 feet); thence South 26°27'40" West, 30.00 feet; thence North 63°32'20" West, 70.04 feet; thence North 26°27'40" East, 30.00 feet to a point on non-tangent a 15.00

foot radius curve to the left; thence 21.05 feet along said curve through a central angle of $80^{\circ}25'19''$ (chord bears North $76^{\circ}15'00''$ East, 19.37 feet); thence North $67^{\circ}35'54''$ West, 125.38 feet; thence North $24^{\circ}37'12''$ East, 119.86 feet; thence North $10^{\circ}31'54''$ East, 114.44 feet; thence North $11^{\circ}49'05''$ West, 63.72 feet; thence North $11^{\circ}07'19''$ West, 130.25 feet; thence North $05^{\circ}39'15''$ West, 131.95 feet; thence North $10^{\circ}58'56''$ East, 134.54 feet; thence North $11^{\circ}34'21''$ East, 116.44 feet; thence North $05^{\circ}14'44''$ East, 108.84 feet; thence North $02^{\circ}14'20''$ East, 219.16 feet; thence North $12^{\circ}44'55''$ East, 140.78 feet; thence North $36^{\circ}51'12''$ East, 45.12 feet to a point on a non-tangent 270.00 foot radius curve to the right; thence 17.76 feet along said curve through a central angle of $03^{\circ}46'09''$ (chord bears North $51^{\circ}15'43''$ West, 17.76 feet); to a point on a 105.00 foot radius curve to the left; thence 86.04 feet along said curve through a central angle of $46^{\circ}57'06''$ (chord bears North $72^{\circ}51'12''$ West, 83.66 feet); thence North $09^{\circ}26'09''$ East, 103.66 feet; thence North $35^{\circ}10'45''$ East, 160.50 feet; thence South $54^{\circ}49'15''$ East, 262.17 feet; thence South $49^{\circ}20'55''$ East, 118.54 feet; thence South $54^{\circ}49'15''$ East, 118.00 feet; thence South $58^{\circ}13'45''$ East, 108.74 feet; thence South $62^{\circ}04'43''$ East, 240.36 feet; thence South $73^{\circ}09'33''$ East, 86.75 feet; thence South $80^{\circ}41'39''$ East, 118.52 feet; thence South $74^{\circ}33'09''$ East, 120.41 feet; thence South $86^{\circ}02'56''$ East, 110.00 feet; thence South $03^{\circ}57'04''$ West, 111.37 feet thence South $09^{\circ}44'02''$ West, 41.60 feet; thence South $03^{\circ}57'04''$ West, 108.24 feet to the point of beginning.

PARCEL 3: (Phase 4)

Basis of bearing is South $88^{\circ}40'34''$ East between the North Quarter Corner and the Northeast Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian.

Beginning at a point being South $88^{\circ}40'34''$ East, 1176.50 feet; and North $01^{\circ}19'26''$ East, 635.46 feet from the North Quarter Corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian; and running thence North $62^{\circ}45'57''$ West 230.62 feet; thence North $27^{\circ}14'03''$ East 85.00 feet; thence North $20^{\circ}03'03''$ East 65.51 feet; thence North $14^{\circ}22'14''$ East 107.13 feet; thence North $22^{\circ}53'18''$ East 92.16 feet; thence North $86^{\circ}49'48''$ East 53.36 feet; thence South $40^{\circ}22'07''$ East 146.59 feet; thence South $48^{\circ}45'04''$ East 113.29 feet to a point on a Westerly boundary of "THE LEDGES OF ST. GEORGE - PHASE 2"; and running thence along said LEDGES PHASE 2 the following two (2) courses: thence South $35^{\circ}10'45''$ West 160.50 feet; thence South $09^{\circ}26'09''$ West 103.66 feet to a point on a 105.00 foot radius curve to the left; thence 45.42 feet along said curve through a central angle of $24^{\circ}46'56''$ (chord bears South $71^{\circ}16'47''$ West, 45.06 feet) to the point of beginning.

PARCEL 4: (Phase 5)

A parcel of land lying in the Southeast Quarter (SE $\frac{1}{4}$), of Section 22 and the Northeast Quarter (NE $\frac{1}{4}$), of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at a brass cap marking the North Quarter (N $\frac{1}{4}$) of said Section 22; thence South $88^{\circ}40'34''$ East along the Section line 725.89 feet; thence North 280.56 feet to the real point of beginning; thence North $69^{\circ}11'54''$ West 132.72 feet; thence South $16^{\circ}46'24''$ West 137.30 feet; thence South $73^{\circ}13'36''$ East 13.37 feet; thence South $16^{\circ}46'24''$ West 168.00 feet; thence North $82^{\circ}43'56''$ West 78.16 feet; thence South $43^{\circ}18'48''$ West 250.67 feet; thence South $59^{\circ}34'42''$ West 95.29 feet; thence South $72^{\circ}58'16''$ West 94.85 feet; thence South $45^{\circ}18'23''$ West 65.14 feet; thence South $13^{\circ}22'50''$ West 260.01 feet; thence South $01^{\circ}34'23''$ East 58.03 feet; thence South $46^{\circ}56'19''$ West 132.76 feet to a point of curvature of a 155.00-foot radius curve to the left; thence Southeasterly a distance of 29.59 feet along the arc of said curve, having a central angle of $10^{\circ}56'17''$, subtended by a chord that bears South $54^{\circ}17'08''$ East 29.55 feet; thence South $59^{\circ}45'17''$ East 38.85 feet; thence South $30^{\circ}14'43''$ West 40.00 feet; thence South $22^{\circ}38'34''$ West, 136.38 feet; thence South $14^{\circ}20'43''$ West 244.71 feet; thence South $26^{\circ}27'34''$ West 144.10 feet; thence North $72^{\circ}17'10''$ West 61.36 feet; thence North $78^{\circ}17'25''$ West 313.46 feet; thence

North 25°18'56" East 164.71 feet; thence North 16°51'01" East 173.11 feet; thence North 24°07'24" East 197.59 feet; thence North 16°52'50" East 259.74 feet; thence North 12°35'59" East 233.17 feet; thence North 13°58'55" East 201.86 feet; thence North 71°41'59" East 278.438 feet; thence North 44°50'46" East 293.21 feet; thence North 02°02'59" West 98.32 feet; thence North 09°49'49" East 177.63 feet; thence North 65°43'49" East 123.79 feet; thence North 80°34'40" East 262.50 feet; thence North 45°15'32" East 35.55 feet; thence South 45°50'36" East 135.72 feet; thence South 84°16'34" East 38.44 feet; thence North 86°23'03" East 129.66 feet; thence North 43°16'41" East, 96.01 feet; thence South 60°27'20" East 145.36 feet to a point of curvature of a 145.00-foot radius curve to the right; thence Northeasterly a distance of 29.06 feet along the arc of said curve, having a central angle of 11°28'55", subtended by a chord that bears North 40°08'30" East 29.01 feet to a point of curvature of a 25.00-foot radius curve to the left; thence Northeasterly a distance of 8.88 feet along the arc of said curve having a central angle of 20°21'17", subtended by a chord that bears North 35°42'19" East 8.83 feet; thence South 62°45'57" East 46.71 feet to a point of curvature of a 105.00-foot radius curve to the left; thence Southwesterly a distance of 58.01 feet along the arc of said curve, having a central angle of 31°39'16", subtended by a chord that bears South 43°03'41" West 57.28 feet; thence South 27°14'03" West 62.23 feet to a point of curvature of a 195.00-foot radius curve to the right; thence Southwesterly a distance of 154.21 feet along the arc of said curve, having a central angle of 45°18'35", subtended by a chord that bears South 49°53'21" West, 150.22 feet; thence South 17°27'22" East 107.52 feet; thence South 25°34'14" West 125.18 feet; thence North 62°53'12" West 101.39 feet; thence South 89°46'56" West 82.61 feet; thence North 77°40'58" West, 90.15 feet to the point of beginning.

PARCEL 5: (Phase 6)

A Parcel of land lying in the North Half (N½) of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian, Washington County, Utah, more particularly described as follows:

Commencing at a brass cap monumenting the Northeast Corner of said Section 27; thence North 88°40'34" West, a distance of 2364.78 feet along the Section Line; thence South 151.35 feet to the real point of beginning:

Thence South 39°59'07" East 187.17 feet; thence South 58°48'50" East 44.98 feet; thence South 89°18'28" East 139.32 feet; thence North 78°58'02" East 121.99 feet; thence South 11°01'58" East 79.60 feet; thence North 78°58'02" East 40.00 feet; thence North 79°21'49" East 138.98 feet; thence South 14°39'39" East 110.60 feet; thence South 20°05'15" East 121.55 feet; thence South 40°47'39" East 212.04 feet; thence North 77°22'08" East 8.54 feet to a point of curvature of a non-tangent 199.48 foot radius curve to the right; thence Northeasterly a distance of 73.04 feet along the arc of said curve, having a central angle of 20°58'46", subtended by a chord that bears North 83°43'38" East 72.63 feet to a point on the West boundary of Silver Cloud Drive Dedication; thence South 12°44'21" West 50.63 feet along said boundary to a point of curvature of a non-tangent 149.32 foot radius curve to the left; thence Northwesterly a distance of 52.62 feet along the arc of said curve, having a central angle of 20°11'23", subtended by a chord that bears North 87°21'20" West 52.34 feet; thence South 77°22'08" West 8.05 feet; thence South 14°57'18" West 87.36 feet; thence South 37°04'01" West 150.48 feet; thence North 46°03'54" West 140.04 feet to a point of curvature of a non-tangent 170.00 foot radius curve to the right; thence Southwesterly a distance of 3.59 feet along the arc of said curve, having a central angle of 1°12'38", subtended by a chord that bears South 43°19'47" West 3.59 feet; thence South 43°56'06" West 39.63 feet; thence North 46°03'54" West 40.00 feet; thence North 52°47'57" West 150.85 feet; thence North 46°17'55" West 161.24 feet; thence North 78°25'15" West 146.92 feet; thence North 82°31'59" West 146.88 feet; thence South 25°23'35" West 130.24 feet; thence South 08°53'11" West 68.65 feet; thence South 07°50'21" East 46.66 feet; thence South 88°54'35" West 139.84 feet to a point of curvature of a non-tangent 170.00 foot radius curve to the right; thence Southeasterly a distance of 26.75 feet along the arc of said curve, having a central angle of 09°00'59", subtended by a chord that bears South 09°20'55" East 26.72 feet; thence South 04°50'25" East 51.28 feet;

thence South 85°09'35" West 40.00 feet; thence North 82°13'00" West 197.47 feet to a point on the West boundary of THE Ledges of St. George, Phase 5; thence along said West boundary the following 11 courses: 1) North 14°20'43" East 38.99 feet; 2) thence North 22°38'34" East 136.38 feet; 3) thence North 30°14'43" East 40.00 feet; 4) thence North 59°45'17" West 38.85 feet to a point of curvature of a 155.00 foot radius curve to the right; 5) thence Northwesterly a distance of 29.59 feet along the arc of said curve, having a central angle of 10°56'17", subtended by a chord that bears North 54°17'08" West 29.55 feet; 6) thence North 46°56'19" East 132.76 feet; 7) thence North 01°34'23" West 58.03 feet; 8) thence North 13°22'50" East 260.01 feet; 9) thence North 45°18'23" East 65.14 feet; 10) thence North 72°58'16" East 94.85 feet; 11) thence North 59°34'42" East 95.29 feet to the point of beginning.

PARCEL 7: (Phase 8)

A parcel of land lying in the Southeast Quarter of Section 22, and the Northeast Quarter of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian, Washington County, Utah, more particularly described as follows:

Commencing at a Brass Cap monumenting the Northeast Corner of said Section 27; thence North 88°40'34" West a distance of 2364.78 feet along the Section Line; thence South 151.35 feet to the real point of beginning:

Thence North 43°18'48" East a distance of 250.67 feet; thence South 82°43'56" East a distance of 78.16 feet; thence North 16°46'24" East a distance of 168.00 feet; thence North 73°13'36" West a distance of 13.37 feet; thence North 16°46'24" East a distance of 137.30 feet; thence South 69°11'54" East a distance of 132.72 feet; thence South 77°40'58" East a distance of 90.15 feet; thence North 89°46'56" East a distance of 82.61 feet; thence South 62°53'12" East a distance of 79.95 feet; thence South 25°29'41" West a distance of 112.27 feet; thence South 19°44'10" West a distance of 102.48 feet; thence South 10°44'31" West a distance of 130.03 feet; thence South 01°07'54" East a distance of 111.78 feet; thence South 11°01'58" East a distance of 120.96 feet; thence South 79°21'49" West a distance 138.98 feet; thence South 78°58'02" West a distance of 40.00 feet; thence North 11°01'58" West a distance of 79.60 feet; thence South 78°58'02" West a distance of 121.99 feet; thence North 89°18'28" West a distance of 139.32 feet; thence North 58°48'50" West a distance of 44.98 feet; thence North 39°59'07" West a distance of 187.17 feet to the real point of beginning.

PARCEL 8: (Phase 10)

A parcel of land lying in the North One-Half (N½) of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian, Washington County, Utah, more particularly described as follows:

Commencing at a brass cap monumenting the Northeast Corner of said Section 27; thence North 88°40'34" West a distance of 2337.54 feet along the Section line; thence South 620.72 feet to the real point on the existing boundary line of the LEDGES "PHASE 6", said point being the real point of beginning; thence along the existing said boundary line of the LEDGES "PHASE 6" the following 8 courses: 1) South 82°31'59" East 146.88 feet; 2) South 78°25'15" East 146.92 feet; 3) South 46°17'55" East 161.24 feet; 4) South 52°47'57" East 150.85 feet; 5) South 46°03'54" East 40.00 feet; 6) North 43°56'06" East 39.63 feet to a point of curvature of a 170.00-foot radius curve to the left; 7) thence Northeasterly a distance of 3.59 feet along the arc of said curve, having a central angle of 01°12'38", subtended by a chord that bears North 43°19'47" East 3.59 feet; 8) South 46°03'54" East 140.04 feet; thence South 40°35'05" West 135.19 feet; thence South 35°55'14" West, 123.05 feet; thence South 32°41'04" West 140.00 feet; thence South 26°23'34" West 127.51 feet; thence South 25°50'43" West 137.28 feet; thence South 26°58'45" West 174.35 feet; thence South 28°54'25" West 108.53 feet; thence South 35°15'35" West 98.36 feet; thence North 46°52'14" West 792.98 feet; thence South 88°47'25" East 50.45 feet; thence North 34°57'11" West 39.19 feet; thence North 72°17'10" West 143.26 feet to a point on the existing boundary line of the LEDGES "PHASE 5"; thence along said boundary line the following 2 courses: 1) North 26°27'34" East 144.11 feet; 2) North 14°20'43" East, 205.73 feet to a point on the existing boundary line of the LEDGES "PHASE 6"; thence along the said boundary line the following 8 courses: 1) South 82°13'00" East 197.46 feet; 2) North 85°09'35" East 40.00 feet; 3) North 04°50'25" West 51.28 feet to a point of curvature of a 170.00-foot radius curve to the left; 4) thence Northwesterly a distance of 26.75 feet along the arc of said curve, having a central angle of 09°00'59", subtended by a chord that bears North 09°20'55" West, 26.72 feet; 5) North 88°54'35" East, 139.84 feet; 6) North 07°50'21" West 46.66 feet; 7) North 08°53'11" East 68.66 feet; 8) North 25°23'35" East 130.24 feet to the point of beginning.

Parcel 9: (Estates at Valderra Phase 1)

Beginning at a point North 88°40'34" West, 1418.66 feet along the Section line and South, 766.17 feet from the Northeast corner of Section 27, T41S, R16W, SLB&M, said point being on the Southerly right-of-way line of Silver Cloud Drive as filed in the office of the Washington County Recorder as Document #20100030137, running thence along said Southerly right-of-way line the following two (2) courses: South 63°32'20" East, 66.53 feet; thence South 63°09'53" East, 253.23 feet; thence leaving said right-of-way line and running South 26°50'08" West, 67.80 feet; thence South 10°22'46" West, 105.50 feet; thence South 06°03'57" West, 179.46 feet; thence South 10°57'30" West, 97.35 feet; thence South 21°01'57" West, 82.49 feet; thence South 27°23'21" West, 177.57 feet; thence South 15°02'52" West, 90.68 feet; thence North 72°31'50" West, 134.55 feet; thence South 17°24'05" West, 93.91 feet to the point of curvature of a 480.00 foot radius curve to the left; thence Southwesterly 90.14 feet along the arc of said curve through a central angle of 10°45'36" to the point of curvature of a 620.00 foot radius reverse curve; thence Southwesterly 253.04 feet along the arc of said curve through a central angle of 23°23'04" to the point of curvature of a 180.00 foot radius reverse curve; thence Southwesterly 159.34 feet along the arc of said curve through a central angle of 50°43'12"; thence South 20°41'39" East, 143.12 feet to the point of curvature of a 542.93 foot radius curve to the right; thence Southeasterly 240.71 feet along the arc of said curve through a central angle of 25°24'09"; thence South 04°42'30" West, 248.33 feet to the point of curvature of a 520.53 foot radius curve to the left; thence Southerly 80.56 feet along the arc of said curve through a central angle of 08°52'04"; thence South 85°50'26" West, 40.00 feet to the point of curvature of a 5.00 foot radius curve concave Northeasterly, radius point bears South 85°50'26" West; thence Northwesterly 7.63 feet along the arc of said curve through a central angle of 87°27'59"; thence South 88°22'27" West, 93.27 feet to the point of curvature of a 130.00 foot radius curve to the left; thence Southwesterly 218.03 feet along the arc of said curve through a central angle of 96°05'34" to the point of curvature of a 180.00 foot radius compound curve; thence Southeasterly 95.61 feet along the arc of said curve through a central angle of 30°25'58"; thence South 37°49'13" East, 128.97 feet to the point of curvature of a 520.00 foot radius curve to the right; thence Southeasterly 261.71 feet along the arc of said curve through a central angle of 28°50'11"; thence South 08°59'02" East, 43.99 feet to the point of curvature of a 180.00 foot radius curve to the left; thence Southeasterly 119.56 feet along the arc of said curve through a central angle of 38°03'25"; thence South 47°02'27" East, 123.75 feet to the point of curvature of a 370.00 foot radius curve to the right; thence Southerly 37.49 feet along the arc of said curve through a central angle of 05°48'18"; thence South 41°14'09" East, 232.89 feet to the point of curvature of a 180.00 foot radius curve to the left; thence Southeasterly 40.64 feet along the arc of said curve through a central angle of 12°56'08"; thence South 54°10'16" East, 4.62 feet to the point of curvature of a 130.00 foot radius curve to the left; thence Southeasterly 177.65 feet along the arc of said curve through a central angle of 78°17'52"; thence South 42°28'08" East, 40.00 feet; thence South 56°33'07" East, 33.53 feet; thence South 22°25'33" West, 54.86 feet; thence South 55°00'00" East, 165.66 feet; thence South 08°06'18" East, 290.76 feet; thence South 54°56'10" West, 103.06 feet; thence North 32°05'14" West, 345.29 feet; thence North 73°04'27" West, 354.33 feet; thence North 36°24'56" West, 516.91 feet; thence North 30°37'55" West, 713.22 feet; thence North 23°45'59" East, 395.77 feet; thence North 00°39'35" West, 657.00 feet; thence North 68°47'07" East, 123.62 feet; thence South 80°35'29" East, 135.27 feet; thence South 20°41'39" East, 98.24 feet; thence South 86°45'30" East, 35.65 feet to a point on the arc of a 220.00 foot radius curve to the right (radius point bears South 79°06'36" East); thence Northerly 73.48 feet along the arc of said curve through a central angle of 19°08'09" to the point of curve of a 580.00 foot radius reverse curve; thence Northeasterly 236.72 feet along the arc of said curve through a central angle of 23°23'04" to the point of curve of a 520.00 foot radius reverse curve; thence Northeasterly 97.66 feet along the arc of said curve through a central angle of 10°45'36"; thence North 17°24'05" East, 76.84 feet; thence North 66°13'32" West, 169.50 feet; thence North

29°41'50" East, 31.84 feet; thence North 26°39'47" East, 299.91 feet; thence North 26°11'59" East, 111.83 feet; thence North 05°38'42" East, 92.06 feet; thence North 17°28'50" East, 116.01 feet; thence North 05°31'22" East, 202.75 feet to the point of beginning.

Parcel 10A, 10B & 10C: (Estates at Valderra Phase 2)

Parcel 10A:

Beginning at the Southeast corner of lot 110 of the Estates at Valderra as recorded in the Official Records of the Washington County Recorder's Office, said point being North 88°40'34" West 1526.73 feet along the Section line and South 0°00'00" East 1637.10 feet from the Northeast corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence South 17°24'05" West 76.85 feet along the West right of way line of Petroglyph Drive to the point of a 520.00 foot radius curve to the left; thence Southwesterly through a central angle of 10°45'37" and 97.66 feet along the arc of said curve to the point of a 580.00 foot radius reverse curve to the right; thence Southwesterly through a central angle of 10°24'11" and 105.31 feet along the arc of said curve; thence North 73°22'16" West 17.38 feet; thence North 75°52'53" West 53.43 feet; thence North 78°09'34" West 32.15 feet; thence North 83°31'58" West 15.32 feet; thence North 88°06'20" West 14.43 feet; thence South 76°38'45" West 28.13 feet; thence South 69°58'34" West 11.62 feet; thence South 74°56'57" West 22.95 feet; thence South 82°46'18" West 12.96 feet; thence South 87°57'52" West 32.28 feet; thence North 87°46'48" West 17.04 feet; thence South 88°52'49" West 23.59 feet; thence South 81°48'55" West 23.09 feet; thence South 70°30'00" West 23.75 feet; thence South 73°18'39" West 11.98 feet; thence South 88°44'21" West 6.08 feet; thence North 27°51'30" East 27.88 feet; thence North 37°09'58" East 70.51 feet; thence North 64°40'40" East 40.24 feet; thence North 37°33'16" East 91.24 feet; thence North 29°41'50" East 203.27 feet to the Southwest corner of said lot 110; thence South 66°13'32" East 169.50 feet to the point of beginning.

Parcel 10B:

Beginning at the Southeast corner of lot 105 of the Estates at Valderra as recorded in the Official Records of the Washington County Recorder's Office, said point being North 88°40'34" West 1355.06 feet along the Section line and South 0°00'00" East 1669.20 feet from the Northeast corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence North 72°31'50" West 134.55 feet to the Southwest corner of said lot 105; thence South 17°24'05" West 93.91 feet along the East right of way line of Petroglyph Drive to the point of a 480.00 foot radius curve to the left; thence Southwesterly through a central angle of 10°45'37" and 90.15 feet along the arc of said curve to the point of a 620.00 foot radius reverse curve to the right; thence Southwesterly through a central angle of 8°49'29" and 95.49 feet along the arc of said curve; thence leaving Petroglyph Drive and running South 74°42'07" East 115.50 feet; thence North 46°48'55" East 68.01 feet; thence North 69°33'11" East 41.10 feet; thence North 45°12'17" East 50.26 feet; thence North 7°57'54" West 57.66 feet; thence North 33°31'47" West 36.09 feet; thence North 14°24'05" West 68.18 feet; thence North 15°02'52" East 12.24 feet to the point of beginning.

Parcel 10C:

Beginning at a point on the West right of way line of Petroglyph Drive said point being North 88°40'34" West 1594.63 feet along the Section line and South 0°00'00" East 1918.83 feet from the Northeast corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence North 73°22'16" West 17.00 feet; thence North 75°52'53" West 53.01 feet; thence North 78°09'34" West 31.48 feet; thence North 83°31'58" West 14.45 feet; thence North 88°06'20" West 12.69 feet; thence South

76°38'45" West 26.21 feet; thence South 69°58'34" West 11.47 feet; thence South 74°56'57" West 24.07 feet; thence South 82°46'18" West 14.10 feet; thence South 87°57'52" West 33.11 feet; thence North 87°46'48" West 17.12 feet; thence South 88°52'49" West 22.68 feet; thence South 81°48'55" West 21.48 feet; thence South 70°30'00" West 23.01 feet; thence South 73°18'39" West 13.58 feet; thence South 88°44'21" West 13.00 feet;; thence South 27°51'30" West 113.49 feet to the Northwest corner of lot 111 of the Estates at Valderra as recorded in the official records of the Washington County Recorder's Office; thence along said boundary for the following six courses: North 68°47'07" East 123.62 feet; thence South 80°35'29" East 135.27 feet; thence South 20°41'39" East 98.24 feet; thence South 86°45'30" East 35.65 feet to the Northeast corner of said lot 111, said point being on a 220.00 foot radius curve to the right (bearing to radius point is South 79°06'36" East); thence Northeasterly through a central angle of 19°08'09" and 73.48 feet along the arc of said curve to the point of a 580.00 foot radius reverse curve to the left; thence Northeasterly through a central angle of 12°05'33" and 122.41 feet along the arc of said curve to the point of beginning.

Parcel 11: (Villas at Valderra Phase 1)

Beginning at a point North 88°40'34" West 1160.76 feet along the section line and South 0°00'00" East 3810.37 feet from the Northeast corner of Section 27, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence South 67°50'50" East 135.21 feet to a point on a 170.00 foot radius curve to the right (bearing to radius point is North 70°06'49" w); thence Southwesterly through a central angle of 9°13'08" and 27.35 feet along the arc of said curve to a point of tangency; thence South 29°06'19" West 3.00 feet to the point of a 130.00 foot radius curve to the right; thence Southwesterly through a central angle of 18°24'56" and 41.78 feet along the arc of said curve to a boundary corner on the estates at valderra; said point being the point of a 130.00 foot compound curve to the right; thence along the boundary of the Estates at Valderra for the following 15 courses: thence Northwesterly through a central angle of 78°17'52" and 177.65 feet along the arc of said curve to a point of tangency; thence North 54°10'16" West 4.62 feet to the point of a 180.00 foot radius curve to the right; thence Northwesterly through a central angle of 12°56'08" and 40.64 feet along the arc of said curve to a point of tangency; thence North 41°14'09" West 232.89 feet to the point of a 370.00 foot radius curve to the left; thence Northwesterly through a central angle of 5°48'18" and 37.49 feet along the arc of said curve; thence North 47°02'27" West 123.75 feet to the point of a 180.00 foot radius curve to the right; thence Northwesterly through a central angle of 38°03'25" and 119.56 feet along the arc of said curve; thence North 8°59'02" West 43.99 feet to the point of a 520.00 foot radius curve to the left; thence Northwesterly through a central angle of 28°50'11" and 261.71 feet along the arc of said curve; thence North 37°49'13" West 128.97 feet to the point of a 180.00 foot radius curve to the right; thence Northeasterly through a central angle of 30°25'58" and 95.61 feet along the arc of said curve to the point of a 130.00 foot radius compound curve to the right; thence Northeasterly through a central angle of 96°05'34" and 218.03 feet along the arc of said curve to a point of tangency; thence North 88°22'27" East 93.27 feet to the point of a 5.00 foot radius curve to the right; thence Northeasterly through a central angle of 87°27'59" and 7.63 feet along the arc of said curve; thence North 85°50'26" East 40.00 feet on a radial bearing to a point on a 520.53 foot radius curve to the left; thence Southeasterly through a central angle of 15°22'41" and 139.71 feet along the arc of said curve; thence South 70°27'45" West 132.30 feet; thence South 54°39'31" West 30.46 feet; thence South 35°18'53" East 143.64 feet; thence South 87°05'38" East 60.49 feet; thence South 0°11'14" West 104.97 feet; thence South 32°16'53" East 154.99 feet; thence South 25°41'21" West 20.67 feet; thence South 32°16'53" East 114.26 feet; thence South 48°01'59" East 227.82 feet; thence South 36°38'30" East 118.53 feet to the point of beginning.

SG-LOSG-1-CA	SG-LOSG-8-CA
SG-LOSG-2-CA	SG-LOSG-10-CA
SG-LOSG-4-CA	SG-EAV-1-CA
SG-LOSG-5-CA	SG-EAV-2-CA
SG-LOSG-6-CA	SG-VLLV-1-CA