



When Recorded Return To:

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

ENT 87295-2024 PG 1 of 40  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2024 Dec 11 02:56 PM FEE 316.00 BY MG  
RECORDED FOR SARATOGA SPRINGS

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

THIS TWELFTH SUPPLEMENTAL DECLARATION AND ELEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this "Twelfth Supplemental Declaration") is made as of November 26, 2024, 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. On September 4, 2020, Declarant caused to be recorded as Entry No. 135120:2020 in the Official Records that certain First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

C. On February 4, 2021, Declarant caused to be recorded as Entry No. 21986:2021 in the Official Records that certain Second Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

D. On May 20, 2021, Declarant caused to be recorded as Entry No. 95002:2021 in the Official Records that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

E. On June 17, 2021, Declarant caused to be recorded as Entry No. 110074:2021 in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Northshore.

F. On September 29, 2021, Declarant caused to be recorded as Entry No. 167368:2021 in the Official Records that certain Amended and Restated Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

G. On December 2, 2021, Declarant caused to be recorded as Entry No. 200851:2021 in the Official Records that certain Fourth Supplemental Declaration and Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

H. On February 25, 2022, Declarant caused to be recorded as Entry No. 25199:2022 in the Official Records that certain Fifth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Northshore.

I. On May 18, 2022, Declarant caused to be recorded as Entry No. 60728:2022 in the Official Records that certain Sixth Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

J. On September 22, 2022, Declarant caused to be recorded as Entry No. 103009:2022 in the Official Records that certain Seventh Supplemental Declaration and Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

K. On January 4, 2023, Declarant caused to be recorded as Entry No. 658:2023 in the Official Records that certain Eighth Supplemental Declaration and Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

L. On February 21, 2023, Declarant caused to be recorded as Entry No. 10166:2023 in the Official Records that certain Ninth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Northshore.

M. On September 18, 2023, Declarant caused to be recorded as Entry No. 61379:2023 in the Official Records that certain Tenth Supplemental Declaration and Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

N. On October 13, 2023, Declarant caused to be recorded as Entry No. 67617:2023 in the Official Records that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

O. On January 4, 2024, Declarant caused to be recorded as Entry No. 698:2024 in the Official Records that certain Eleventh Supplemental Declaration and Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

P. The Original Declaration, as previously supplemented and amended, pertains to and affects that certain real property located in Utah County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Q. Article XIX of the Original Declaration provides that Declarant shall have the absolute right and option, from time to time and at any time, to subject some or all of the Additional Land described in the Original Declaration to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, which shall be effective upon recording a supplemental declaration in the Official Records.

R. Pursuant to Article XIX of the Original Declaration, Declarant desires to subject that portion of the Additional Land described on Exhibit B, which is attached hereto and

incorporated herein by this reference (the "Subject Property"), to the Original Declaration, as previously amended and supplemented, and as supplemented and amended by this Twelfth Supplemental Declaration.

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

T. Declarant is executing and delivering this Twelfth Supplemental Declaration for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, as previously supplemented and amended, and for the purpose of amending the Original Declaration, as previously supplemented and amended, as hereinafter set forth.

### **TWELFTH SUPPLEMENTAL DECLARATION**

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

1. Defined Terms. All defined terms as used in this Twelfth Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless otherwise defined in this Twelfth Supplemental Declaration.

2. Subject Property Subjected to the Original Declaration, As Supplemented and Amended. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended, and the Subject Property 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, as previously supplemented and amended, and as supplemented and amended by this Twelfth Supplemental Declaration, 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. All such provisions: (a) shall run with the Subject Property, (b) 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 (c) shall inure to the benefit of each Owner thereof. The Subject Property 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. Neighborhood Designations. The Neighborhood Designations for the Subject Property shall be as follows:

| <u>Northshore Plat A-8</u> |                                 |
|----------------------------|---------------------------------|
| <u>Lot Numbers</u>         | <u>Neighborhood Designation</u> |
| 2285 to 2338, Inclusive    | Townhome Lots                   |

4. Amendment of Section 1.19. Section 1.19 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

1.19 "Common Area" and "Common Areas" shall mean and refer to all real property described and identified on a specific Plat as Common Area or Common Areas in which the Association owns an interest for the common use and benefit of some or all of the Owners of the Lots or Units identified on such Plat, their

successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

- 1.19.1 The real property and interests in real property subjected to the terms of this Declaration, including the entirety of the land and all Improvements constructed thereon, except for and specifically excluding therefrom the individual Lots and Units;
- 1.19.2 All Common Areas designated as such on the Plat;
- 1.19.3 All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Lots and Units identified on a specific Plat and intended for the common use of all Owners of the Lots and Units identified on such Plat, including without limitation utility services such as telephone, telecommunication, electricity, natural gas, water and sewer;
- 1.19.4 The outdoor grounds, detention basins, landscaping, street lighting, perimeter and preservation fences, sidewalks, trails, walking paths, parking spaces, private streets and allies identified on such Plat;
- 1.19.5 All portions of the Project identified on a specific Plat that are not specifically included within the individual Lots and Units identified on such Plat; and
- 1.19.6 All other parts of the Project identified on a specific Plat that are normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the land owned by the Association for the common benefit of the Owners of the Lots and Units identified on such Plat.
- 1.19.7 Pursuant to Section 57-8a-102(16)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third or higher level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third or higher level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of such upper levels and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks

and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot or Unit and within a Common Area.

5. Amendment of Section 1.41. Section 1.41 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

1.41 **“Limited Common Areas”** shall mean and refer to those portions of the Common Areas which are specifically designated on a specific Plat or which are otherwise designated in writing from time to time by Declarant or by the Board as “Limited Common Area” and which are thereby allocated and reserved for the exclusive use of one or more Units but fewer than all of the Units identified on such Plat. Pursuant to Section 57-8a-102(16)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third or higher level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third or higher level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of such upper levels and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot or Unit and within a Common Area.

6. Amendment of Section 3.6. Section 3.6 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

3.6 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, pathways, trails, walks and lanes that from time to time may exist upon the Community Areas, including without limitation all portions of the Trail System. The use by Owners and Residents and their guests, families, tenants and invitees of sidewalks, pathways, trails, walks and lanes, including without limitation all portions of the Trail System, within the Community Areas may be utilized by pedestrians and by individuals utilizing regular bicycles or e-bikes with two wheels

pedal-assist (but not throttle-assist) or electric powered scooters. However, no throttle-assist e-bikes of any nature and no electric-powered scooters that exceed twenty miles per hour (20 mph) and no other motor vehicles of any nature are allowed upon or within the sidewalks, pathways, trails, walks and lanes, including without limitation all portions of the Trail System, within the Community Areas other than motor vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks, pathways, trails, walks and lanes, including without limitation all portions of the Trail System, within the Community Areas may be controlled and regulated further pursuant to the Northshore Rules adopted by the Board. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots, Units and Parcels and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over the Community Areas and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the City or any other governmental body or agency having jurisdiction), including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel.

7. Amendment of Section 4.2.13. Section 4.2.13 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.2.13 Trash Containers and Collection. No garbage, recycling materials or trash shall be placed or kept on any Lot, Unit or Parcel, except in covered containers of a type, size and style as issued by the municipality in which the Project is located or by the Association or as otherwise approved by the Board. Such containers shall be located inside a garage or shed or behind a semi-private or privacy fence, as approved by the Board, to minimize the visibility of such containers, except when such containers are placed so as to be available for collection within a 24-hour period. Notwithstanding any other provision or restriction to the contrary set forth in this Declaration, the Board, from time to time and in the Board's sole discretion and to the extent that the Board deems such permission to be visually consistent with the general plan and purpose of the Declaration to enhance the value, desirability and attractiveness of the Project, may grant permission with respect to certain Townhome Lots within the Project where the garage is located on the rearward side of the Dwelling Unit, that a maximum of two such containers may be kept or stored, as directed by the Board, immediately adjacent to the garage for such Dwelling Unit within the Limited Common Area that has been allocated for the exclusive use of such Dwelling Unit, even if such containers are not placed behind a semi-private or privacy fence. Any such specific permission granted by the Board may subsequently be revoked by the Board in its sole discretion at any time. All rubbish, recycling materials, trash and garbage shall be removed from the Lots,

Units and Parcels and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot, Unit or Parcel.

8. Amendment of Section 4.2.19. Section 4.2.19 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.2.19 Fences and Walls. Except as authorized and permitted in the Governing Documents or as otherwise specifically authorized and approved by Declarant (or by the Board or the ARC following the expiration of the Period of Declarant Control) no fences or walls shall be constructed or otherwise allowed within Northshore, provided however that with the prior approval of the ARC the Owner of a Lot may construct a fence to enclose a portion of such Owner's Lot. All fences and gates constructed on a Single Family Lot to enclose such Single Family Lot must be a metal fence or gate having a design and fencing style approved by the ARC, and the color of any such metal fence or gate on a Single Family Lot must be either dark bronze or black. All fences and gates constructed on an Active Adult Lot or on a Townhome Lot to enclose the Limited Common Area appurtenant to such Active Adult Lot or Townhome Lot must be a vinyl privacy fence or gate six (6) feet in height that matches the design, fencing style and color of the vinyl privacy screening walls installed by Declarant or by the Association along the boundaries of such Limited Common Areas appurtenant to such Active Adult Lot or Townhome Lot.

9. Amendment of Section 4.2.22. Section 4.2.22 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.2.22 Restricted Vehicles. No vehicle classed by manufacturer rating as exceeding one-ton, nor any motorhome, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, all-terrain vehicle, off road vehicle or other equipment, object or vehicle of any nature that is deemed by the Board, in its sole discretion, to be too large or otherwise visually inconsistent with the general plan and purpose of the Declaration to enhance the value, desirability and attractiveness of the Project (collectively referred to here as a "Restricted Vehicle") may be parked, constructed, reconstructed or repaired on the driveway of any Lot, Unit or Parcel or on any street or Community Area in the Project; provided, however, the provisions of this Section 4.2.22 shall not apply to (i) regular-sized passenger vehicles, mini vans, sports utility vehicles, golf carts and pickup trucks that do not fall within the definition of Restricted Vehicles, which are parked as provided in Section 4.2.23 below and which are used on a regular and recurring basis for basic transportation; (ii) Restricted Vehicles that are parked on a Lot, Unit or Parcel within an enclosed garage or that are parked on a concrete pad or on an all-weather surface area (such as compacted gravel, but not grass or dirt) approved by the ARC located upon a Lot, Unit or Parcel behind an enclosed privacy fence not less than six (6) feet in height; or (iii) Restricted Vehicles parked in a Restricted Vehicle storage area approved by the ARC. In order for an all-weather surface area to be approved by the ARC as an acceptable surface for the parking of any wheeled vehicle, trailer, bicycle, scooter, wagon, wheelbarrow or other similar

object with wheels, such all-weather surface area shall not result in gravel, dirt or any other substance or material being left, deposited or tracked by a wheeled vehicle or object onto any streets, sidewalks, driveways, garages, curbs, gutters or any other areas or surfaces of any nature within the Project, when a wheeled vehicle or object is parked or placed on any such all-weather surface area and is then driven, pushed, pulled or otherwise removed from its stationary location on such all-weather surface area.

10. Amendment of Section 4.2.30. Section 4.2.30 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.2.30 Sales Offices and Model Units. The provisions of this Declaration which, in certain instances, prohibit non-Residential use of Lots, Units and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model Dwelling Units by persons engaged in the construction of Dwelling Units within Northshore and parking incidental to the visiting of such model Dwelling Units so long as the location of such model Dwelling Units and the opening and closing hours are approved by the Board and so long as the construction, operation and maintenance of such model Dwelling Units otherwise comply with all of the provisions of this Declaration. The Board may also permit areas within Northshore to be used for parking in connection with the showing of model Dwelling Units so long as such parking and parking areas are in compliance with the ordinances of the governing Municipal Authority and with the Governing Documents. Any Dwelling Units constructed as model Dwelling Units shall cease to be used as model Dwelling Units at any time the Owner thereof is not actively engaged in the construction and sale of Dwelling Units within Northshore, and no Dwelling Unit shall be used as a model Dwelling Unit for the sale of Dwelling Units not located at Northshore. Notwithstanding the foregoing provisions of this Section 4.2.30 or any other provisions within this Declaration, Declarant, in Declarant's sole discretion, shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots or Dwelling Units and parking incidental to the showing of model Lots or Dwelling Units at any time. Such offices and/or models may be one or more of the Lots or Dwelling Units owned by Declarant, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort within Northshore or within any other residential development for so long as Declarant may elect to do so and for so long as Declarant owns the Lots or Dwelling Units within Northshore utilized for model Lots or Dwelling Units and the associated parking of vehicles.

11. Amendment of Section 4.2.34. Section 4.2.34 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.2.34 Sales and Management Offices. Declarant hereby reserves the right to maintain sales offices, management offices, signs and models in any areas of Northshore owned by Declarant, as provided in Section 4.2.30 of this Declaration, for the purpose of advertising Northshore and any other residential development. Declarant may relocate sales offices, management offices and models to other

locations within Northshore (such as the clubhouses) at any time. Further, the Association may maintain administrative and management offices in the clubhouses located within Northshore.

12. Amendment of Section 4.2.38. Section 4.2.38 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

**4.2.38 Windows, Window Coverings, Draperies and Blinds.** No aluminum foil, newspapers, blankets, sheets, reflective film coatings, or any other similar materials may be used to cover the inside or outside of the windows of any Dwelling Unit or garage. All windows and window panes in the Project shall be harmonious and comparable in size, design and quality, so as not to detract from uniformity in appearance and construction. Window coverings shall be installed within thirty (30) days of occupancy. For windows located on each side of a Dwelling Unit, which side is adjacent to a street, the color of all draperies, window coverings, blinds and window treatments for all such windows shall, at all times, be off-white or alabaster when viewed from the exterior of the Dwelling Unit, as specified by Declarant (or by the ARC following the expiration of the Period of Declarant Control), and the color, when viewed from the exterior of the Dwelling Unit, of such draperies, window coverings, blinds and window treatments shall not be altered, nor shall such draperies, window coverings, blinds or window treatments be removed, without the written authorization of Declarant (or the ARC after the expiration of the Period of Declarant Control). The restriction pertaining to the color of draperies, window coverings, blinds and window treatments only pertains to the color when viewed from the outside or exterior of the Dwelling Unit and does not pertain to nor impose any restrictions with respect to the color of such draperies, window coverings, blinds and window treatments when viewed from the inside or interior of such Dwelling Units. The foregoing requirements pertaining to windows, window coverings, blinds and draperies shall apply to all Lots of any type within the Project.

13. Amendment of Section 4.3.2. Section 4.3.2 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

**4.3.2 Business Activities.** Property classified for the purposes set forth in Section 4.3.1 shall not be used for any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Resident may conduct business activities within the Dwelling Unit so long as: (a) the Owner or Resident obtains all necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for Northshore; (c) the activity does not involve door-to-door solicitation of Residents of the Project; (d) the activity is consistent with the Residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property, as may be determined in the sole discretion of the Board; and (e) the Owner or Resident obtains the prior written consent of the Board. This Section 4.3.2 shall not apply to any activity conducted by Declarant or a Merchant Builder approved by Declarant with respect to its development and sale of the Lots, Units

or Parcels or its use of any Dwelling Units which it owns within Northshore. Notwithstanding the above, except for the nightly rental of a Dwelling Unit, the leasing of a Dwelling Unit shall not be considered a business and/or trade within the meaning of this Section 4.3.2. For purposes of this Declaration, the nightly rental of a Dwelling Unit shall be considered a business and/or trade within the meaning of this Section 4.3.2. The nightly rental of a Dwelling Unit shall be allowed within the Project, provided that the activity conforms to all applicable laws, including all zoning requirements for Northshore.

14. Amendment of Section 4.4.4. Section 4.4.4 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.4.4 Windows, Window Coverings, Draperies and Blinds. All of the provisions of Section 4.2.38 of this Declaration shall pertain to all Dwelling Units located on Townhome Lots within the Project.

15. Amendment of Section 6.3. Section 6.3 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

6.3 Voting.

6.3.1 The Class A Memberships shall be all of the Memberships held by all of the Owners within Northshore, other than the Class B Memberships held by Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the forgoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment.

6.3.2 The Class B Memberships shall be held only by Declarant and any successor of Declarant who takes title to any Lot, Unit or Parcel from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Declarant shall initially be entitled to ten (10) votes for each Lot or Unit owned by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots, Units and Parcels then owned by Declarant, on the happening of the first to occur of the following events (herein referred to as the "Event" or "Events"):

6.3.2.1 Sixty (60) days after the date on which Declarant has sold all of the Lots, Units and/or the Parcels owned and developed by Declarant within Northshore and on any of the Additional Land that may be subjected to this Declaration and become part of Northshore, pursuant to Article XIX hereof; or

6.3.2.2 Twenty-five (25) years from the date the Declaration was Recorded; or

6.3.2.3 When, in its discretion, Declarant so determines. If and when Declarant elects to relinquish control of the Association, Declarant shall send written notice of such relinquishment to the Class A Members of the Association, and Declarant, after giving such written notice to the Class A Members, shall Record an instrument voluntarily surrendering all rights to control the activities of the Association, pursuant to Section 57-8a-502 of the Utah Code, as such Section may subsequently be amended or replaced. The effective date of such Event shall be the date Declarant Records such instrument.

6.3.3 From and after the happening of such Events, whichever occurs first, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot, Unit and/or Parcel owned; (ii) the Board shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board in accordance with Section 5.2 above. The "Period of Declarant Control" under this Declaration shall commence upon the Recording of this Declaration and shall terminate upon the happening of the first to occur of the Events described in Sections 6.3.2.1, 6.3.2.2 and 6.3.2.3.

6.3.4 During the Period of Declarant Control, Declarant, as holder of the right to vote the Class B Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

6.3.5 Except as otherwise expressly provided in this Declaration or in any of the other Governing Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of all votes represented in person or by valid proxy at such meeting.

6.3.6 Declarant shall have the right to delegate certain of its rights and responsibilities under this Declaration (including, but not limited to, management of the Association) to the Owners without terminating the Period of Declarant of Control. If and when Declarant elects to delegate rights and responsibilities to the Owners, Declarant shall send written notice of such delegation to the Board. Notwithstanding anything herein to the contrary, the termination of the Period of Declarant Control shall only occur upon the happening of the first to occur of the Events.

16. Amendment of Section 7.6. Section 7.6 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

7.6 **Reinvestment Fees.** Subject to the terms and conditions of Section 7.6.2 below, the Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section 7.6. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

7.6.1 Upon the occurrence of any sale, transfer or conveyance (as applicable, a "Transfer") of any Lot or Unit, the party receiving title to the Lot or Unit (the "Transferee") shall pay to the Association a "Reinvestment Fee" in an amount to be established by the Board from time to time, provided that in no event shall the Reinvestment Fee exceed the lesser of (a) one-half percent (0.5%) of the value of the applicable Lot or Unit, or (b) the maximum rate permitted by applicable law.

7.6.2 Notwithstanding anything to the contrary contained in this Section 7.6, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

7.6.2.1 Any Transfer to (A) the United States or any agency or instrumentality thereof, or (B) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

7.6.2.2 Any Transfer to the Association or its successors.

7.6.2.3 Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives, but only if the consideration for the Transfer is no greater than ten percent (10%) of the value of the Lot transferred.

7.6.2.4 Any Transfer that is an involuntary Transfer.

7.6.2.5 A Transfer that results from a court order.

7.6.2.6 A bona fide Transfer to a family member of the Owner that sells the Lot or Unit, which family member is within three (3) degrees of consanguinity who, before the Transfer provides to the Association adequate proof on consanguinity.

7.6.2.7 Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

7.6.2.8 Any Transfer made by a Person owning a Lot or Unit or portion thereof to a legal entity or trust owned or controlled by the Transferor.

7.6.2.9 Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously

recorded, making minor boundary adjustments, removing title defects or encumbrances affecting the title to such Lot or Unit, or granting easements, rights of way or licenses, and any exchange of Lots or Units between Declarant and any original purchaser from Declarant of the one or more Lots or Units being Transferred to Declarant in such exchange.

7.6.2.10 Any lease of any Lot or Unit or portion thereof for a period of less than thirty (30) years.

7.6.2.11 Any Transfer to secure a debt or other obligation or to release any Lot or Unit that is encumbered as security for a debt or other obligation.

7.6.2.12 Any Transfer in connection with (A) the foreclosure of a deed of trust or mortgage, or (B) a deed given in lieu of foreclosure.

7.6.2.13 Any Transfer of any Lot, Unit or Parcel made by Declarant to the initial purchaser of such Lot, Unit or Parcel.

17. New Section 4.2.38. A new Section 4.2.38 is hereby added to the Original Declaration, which shall be as follows:

4.2.38 No Garage Alteration. The following restriction and prohibition shall pertain to all Dwelling Units within the Project. No garage may be altered or utilized in such a manner that the number of vehicles which may reasonably be parked therein after the alteration is less than the number of vehicles that could have been reasonably parked in the garage as originally designed and constructed. This restriction and prohibition is intended to prevent an Owner from utilizing the Owner's garage for storage to the degree that precludes the parking within the Owner's garage of the number of vehicles that could have been reasonably parked in such garage as originally designed and constructed. The Association shall have the right to establish and assess fines against Owners of Dwelling Units found to be in violation of this provision.

18. New Section 4.2.39. A new Section 4.2.39 is hereby added to the Original Declaration, which shall be as follows:

4.2.39 Smoking Restrictions. Unless otherwise required by law to allow smoking in certain areas, smoking any substance shall not be permitted within any of the Townhome Units nor within any garages appurtenant to any Townhome Units, nor in the Common Areas and Facilities within the Project, nor in any other location within the Project designated and identified by the Board of Directors as a location in which smoking is prohibited. This prohibition on smoking within the Project shall pertain, without limitation, to the use of any type of cigarettes, cigars, pipes, e-cigarettes, vapor devices and any other similar item or apparatus. Any Owners or Residents who violate this smoking prohibition shall be subject to fines that may be assessed by the Board of Directors.

19. New Section 5.7. A new Section 5.7 is hereby added to the Original Declaration, which shall be as follows:

5.7 Financial Crimes Enforcement Network (“FinCEN”) Reporting. As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners’ associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at <https://fincenid.fincen.gov/landing>. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report (“BOI Report”). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

20. 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 Twelfth Supplemental Declaration as Exhibit C is a copy of the Amended and Restated Bylaws of Northshore Owners Association. Section 1.14 of the Original Declaration, as previously amended, is hereby 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 C to the Twelfth Supplemental Declaration and Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

21. No Other Changes. Except as supplemented and amended by the provisions of this Twelfth Supplemental Declaration, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Twelfth Supplemental Declaration, shall collectively be referred to as the “Declaration.”

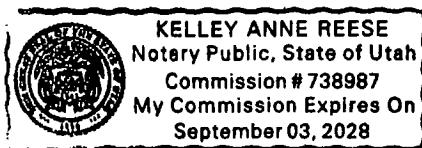
IN WITNESS WHEREOF, Declarant has caused this Twelfth Supplemental Declaration to be executed by an officer duly authorized to execute the same as of the date first above written.

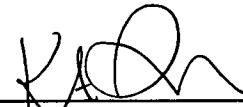
D.R. HORTON, INC.,  
a Delaware corporation

By: Adam J. Floss  
Name: Adam J. Floss  
Title: Vice President

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

The foregoing instrument was acknowledged to me this 20 day of November,  
2024, by Adam R. Wiser, in such person's capacity as the  
VICE PRESIDENT of D.R. Horton, Inc., a Delaware corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**TO**  
**TWELFTH SUPPLEMENTAL DECLARATION AND ELEVENTH AMENDMENT**  
**TO THE DECLARATION OF COVENANTS, CONDITIONS**  
**AND RESTRICTIONS FOR**  
**NORTHSHORE**

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**Legal Description of the Property**

The Property consists of that certain real property located in Utah County, Utah more particularly described as follows:

See the following pages for the legal description of the Property.

**PLAT A-1**

A portion of the Southeast quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located North 00°10'34" West 17.07 feet and West 788.00 feet from the Southeast corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°57'27" West 39.26 feet; thence South 89°26'51" West 162.70 feet; thence North 88°57'40" West 175.05 feet; thence South 88°19'44" West 25.94 feet; thence South 04°09'58" East 0.75 feet; thence South 67°24'21" West 5.64 feet; thence West 0.72 feet; thence North 00°07'30" West 834.66 feet; thence East 295.11 feet; thence South 234.99 feet; thence South 89°59'58" East 165.43 feet; thence South 268.53 feet; thence South 89°59'33" West 165.43 feet; thence South 92.00 feet; thence North 89°59'33" East 115.46 feet; thence South 00°00'27" East 237.03 feet to the point of beginning.

Together with:

**PLAT B-1**

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 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located North 00°10'34" West 8.48 feet and West 103.61 feet from the Southeast corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 174.94 feet; thence North 80°44'22" East 36.65 feet; thence North 69°06'55" East 103.01 feet; thence North 29°48'55" West 20.26 feet; thence South 68°18'12" West 92.75 feet; thence South 80°44'22" West 60.37 feet; thence South 85°38'36" West 67.83 feet; thence South 88°49'39" West 16.19 feet; thence South 89°34'52" West 277.93 feet; thence South 89°57'27" West 124.32 feet; thence North 00°00'27" West 237.03 feet; thence North 89°59'33" East 43.46 feet; thence South 00°00'27" East 13.00 feet; thence North 89°59'33" East 81.29 feet; thence North 00°00'27" West 13.00 feet; thence North 89°59'33" East 109.83 feet; thence South 00°00'27" East 13.00 feet; thence North 89°59'33" East 144.93 feet; thence North 00°00'27" West 13.00 feet; thence North 89°59'33" East 160.66 feet; thence along the arc of a 13.50 foot radius curve to the left 21.20 feet through a central angle of 89°59'33" (Chord: North 44°59'46" East 19.09 feet); thence North 33.37 feet; thence East 59.00 feet; thence North 392.09 feet; thence along the arc of a 13.50 foot radius curve to the right 21.21 feet through a central angle of 90°00'02" (Chord: North 45°00'01" East 19.09 feet); thence South 89°59'58" East 361.93 feet; thence South 373.34 feet; thence Southwesterly along the arc of a 619.50 foot non-tangent radius curve to the right 454.77 feet (Radius Bears: North 67°57'34 d: South 43°04'14" West 444.62 feet) to the point of beginning.

Together with:

A - 2

**PLAT C-1**

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 and Meridian, more particularly described as follows:

Beginning at a point located North 00°10'34" West 301.04 feet and West 174.50 feet from the Southeast corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 59.00 feet; thence South 33.37 feet; thence along the arc of a 13.50 foot radius curve to the right 21.20 feet through a central angle of 89°59'33" (chord: South 44°59'46" West 19.09 feet); thence South 89°59'33" West 160.66 feet; thence South 00°00'27" East 13.00 feet; thence South 89°59'33" West 144.93 feet; thence North 00°00'27" West 13.00 feet; thence South 89°59'33" West 109.83 feet; thence South 00°00'27" East 13.00 feet; thence South 89°59'33" West 81.29 feet; thence North 00°00'27" West 13.00 feet; thence South 89°59'33" West 158.92 feet; thence North 92.00 feet; thence North 89°59'33" East 165.43 feet; thence North 268.53 feet; thence North 89°59'58" West 165.43 feet; thence North 234.99 feet; thence East 1103.55 feet; thence South 143.00 feet; thence North 89°59'58" West 361.93 feet; thence along the arc of a 13.50 foot radius curve to the left 21.21 feet through a center of 90°00'02" (chord: South 45°00'01" West 19.09 feet); thence South 392.09 feet to the point of beginning.

Together with:

**Plat A-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 1624.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°46'11"E 203.15 FEET; THENCE SOUTH 175.88 FEET; THENCE WEST 1411.38 FEET; THENCE NORTH 180.00 FEET; THENCE EAST 555.24 FEET; THENCE S0°49'21"E 15.37 FEET; THENCE N89°10'39"E 200.00 FEET; THENCE N0°49'21"W 11.02 FEET; THENCE S89°46'11"E 452.93 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±5.73 ACRES

Together with:

**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  $3^{\circ}21'07''$  (CHORD: N $38^{\circ}38'29''$ 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  $37^{\circ}06'40''$  (CHORD: N $18^{\circ}24'36''$ E 38.19 FEET); THENCE N $0^{\circ}08'44''$ W 40.55 FEET; THENCE N $89^{\circ}51'16''$ E 60.00 FEET; THENCE S $0^{\circ}08'44''$ 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  $33^{\circ}19'12''$  (CHORD: S $16^{\circ}48'20''$ 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  $16^{\circ}45'26''$  (CHORD: S $41^{\circ}50'39''$ 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  $6^{\circ}20'02''$  (CHORD: S $47^{\circ}03'21''$ 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  $26^{\circ}03'43''$  (CHORD: S $56^{\circ}55'11''$ E 43.52 FEET); THENCE S $83^{\circ}23'09''$ E 7.92 FEET; THENCE N $89^{\circ}51'16''$ E 181.20 FEET; THENCE S $0^{\circ}08'44''$ E 59.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S $61^{\circ}10'08''$ W) 12.52 FEET THROUGH A CENTRAL ANGLE OF  $28^{\circ}41'07''$  (CHORD: S $14^{\circ}29'18''$ E 12.39 FEET); THENCE S $0^{\circ}08'44''$ E 453.91 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 4.26$  Acres

Together with:

**PLAT 2C**

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 S $0^{\circ}10'34''$ E ALONG THE SECTION LINE 990.04 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N $89^{\circ}59'27''$ E 206.75 FEET TO THE WESTERLY RIGHT-OF WAY LINE OF SARATOGA ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF WAY LINE S $0^{\circ}37'01''$ W 286.69 FEET; THENCE N $89^{\circ}46'12''$ W 202.79 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 19 AND 24; THENCE CONTINUING N $89^{\circ}46'12''$ W 466.93 FEET; THENCE N $0^{\circ}14'17''$ E 4.47 FEET; THENCE N $89^{\circ}45'43''$ W 48.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 17.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S $58^{\circ}49'44''$ W) 18.01 FEET THROUGH A CENTRAL ANGLE OF  $58^{\circ}58'29''$  (CHORD: N $60^{\circ}39'30''$ W 17.23 FEET); THENCE N $0^{\circ}45'15''$ E 26.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 17.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N $0^{\circ}08'44''$ W) 27.37 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}36'59''$  (CHORD: N $45^{\circ}02'46''$ E 24.67 FEET); THENCE N $0^{\circ}14'17''$ E 77.65 FEET; THENCE N $89^{\circ}45'45''$ W 0.50 FEET; THENCE ALONG THE ARC OF A 170.50 FOOT RADIUS CURVE TO THE LEFT 33.05 FEET THROUGH A CENTRAL ANGLE OF  $11^{\circ}06'21''$  (CHORD: S $84^{\circ}41'05''$ W 33.00 FEET); THENCE N $10^{\circ}52'02''$ W 59.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 229.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S $10^{\circ}52'05''$ E) 2.32 FEET THROUGH A CENTRAL ANGLE OF  $0^{\circ}34'48''$  (CHORD: N $79^{\circ}25'19''$ E 2.32 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 13.50 FOOT RADIUS CURVE TO THE LEFT 18.78 FEET THROUGH A CENTRAL ANGLE OF  $79^{\circ}43'16''$  (CHORD: N $39^{\circ}51'05''$ E 17.30 FEET); THENCE N $0^{\circ}00'33''$ W 75.04 FEET; THENCE N $89^{\circ}59'27''$ E 211.00 FEET; THENCE N $0^{\circ}00'33''$ W 6.04 FEET; THENCE N $89^{\circ}59'27''$ E 331.61 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 4.79$  ACRES

Together with:

**PLAT 2Da**

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 N $0^{\circ}10'34''$ W ALONG THE SECTION LINE 1217.12 FEET AND WEST 455.06 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH,

RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH AND WEST LINES OF THAT PROPERTY DESCRIBED IN ENTRY NUMBER 113030:2018, AS FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER, THE FOLLOWING TWO (2) COURSES; THENCE S89°10'39"W 200.00 FEET; THENCE S0°49'21"E 184.63 FEET; THENCE WEST 215.01 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°52'32"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; 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 SOUTHEASTERLY ALONG THE ARC OF A 17.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S0°08'45"E) 18.01 FEET THROUGH A CENTRAL ANGLE OF 58°58'29" (CHORD: S60°39'30"E 17.23 FEET); THENCE S89°45'43"E 48.56 FEET; THENCE S0°14'17"W 4.47 FEET; THENCE S89°46'12"E 10.63 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DEED ENTRY NUMBER 125178:2009, AS FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE WESTERLY LINE OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES; THENCE S0°03'24"E 42.81 FEET; THENCE S0°49'21"E 117.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±3.86 ACRES

Together with:

**PLAT 2E**

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 75.04 FEET; THENCE ALONG THE ARC OF A 13.62 FOOT RADIUS CURVE TO THE RIGHT 18.75 FEET THROUGH A CENTRAL ANGLE OF 78°53'08" (CHORD: S39°51'05"W 17.30 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT 2.32 FEET THROUGH A CENTRAL ANGLE OF 0°34'48" (CHORD: S79°25'19"W 2.32 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°08'40" (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 74.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N61°27'37"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 144.20 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:  $\pm 5.96$  ACRES

Together with:

**Plat D-2b**

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 1217.12 FEET AND WEST 455.06 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH AND WEST LINES OF THAT PROPERTY DESCRIBED IN ENTRY NUMBER 113030:2018, AS FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER, THE FOLLOWING TWO (2) COURSES; S89°10'39"W 200.00 FEET; THENCE S0°49'21"E 184.63 FEET TO THE NORTHERLY LINE OF THE PONY EXPRESS PARKWAY, AS FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE SAID NORTHERLY LINE WEST 189.01 FEET; THENCE N0°08'44"W 359.97 FEET; THENCE N89°51'16"E 311.34 FEET; THENCE ALONG THE ARC OF A 17.50 FOOT RADIUS CURVE TO THE RIGHT 18.01 FEET THROUGH A CENTRAL ANGLE OF 58°58'29" (CHORD: S60°39'30"E 17.23 FEET); THENCE S89°45'43"E 48.56 FEET; THENCE S0°14'17"W 4.47 FEET; THENCE S89°46'12"E 10.63 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DEED ENTRY NUMBER 125178:2009, AS FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE WESTERLY LINE OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES; S0°03'24"E 42.81 FEET; THENCE S0°49'21"E 117.33 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 2.33$  ACRES

Together with:

**PLAT A3**

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

BEGINNING AT A POINT LOCATED N0°08'33"W ALONG THE SECTION LINE 554.13 FEET AND EAST 39.55 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N89°52'30"W) 18.83 FEET THROUGH A CENTRAL ANGLE OF 89°54'43" (CHORD: N44°49'52"W 16.96 FEET); THENCE N89°47'13"W 534.88 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 18.48 FEET THROUGH A CENTRAL ANGLE OF 88°15'18" (CHORD: S46°05'08"W 16.71 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 887.50 FOOT RADIUS CURVE TO THE RIGHT 13.93 FEET THROUGH A CENTRAL ANGLE OF 0°53'57" (CHORD: S2°24'28"W 13.93 FEET); THENCE N87°08'33"W 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 827.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N87°08'33"W) 39.46 FEET THROUGH A CENTRAL ANGLE OF 2°43'57" (CHORD: N1°29'28"E 39.46 FEET); THENCE N0°07'30"E 375.29 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 18.87 FEET THROUGH A CENTRAL ANGLE OF 90°05'28" (CHORD: N44°55'14"W 16.98 FEET); THENCE N89°57'58"W 44.22 FEET; THENCE N0°02'02"E 79.61 FEET; THENCE N89°42'30"E 493.80 FEET;

THENCE ALONG THE ARC OF A 761.50 FOOT RADIUS CURVE TO THE LEFT 157.42 FEET THROUGH A CENTRAL ANGLE OF 11°50'40" (CHORD: N83°47'10"E 157.14 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 538.50 FOOT RADIUS CURVE TO THE RIGHT 117.67 FEET THROUGH A CENTRAL ANGLE OF 12°31'13" (CHORD: N84°07'26"E 117.44 FEET); THENCE S89°36'58"E 101.16 FEET; THENCE S0°45'27"W 36.32 FEET; THENCE N89°57'00"E 7.43 FEET; THENCE SOUTH 58.55 FEET TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 85173:2018; THENCE N89°40'00"W ALONG SAID REAL PROPERTY 8.41 FEET; THENCE SOUTH 399.81 FEET; THENCE N89°52'30"W 133.76 FEET; THENCE S0°07'30"W 34.56 FEET; THENCE N89°52'30"W 59.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.32 ACRES  
405,769 SQ FT

Together with:

**PLAT B3**

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

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 2346.39 FEET AND EAST 215.14 FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°25'18"W 680.54 FEET; THENCE N0°34'42"E 134.00 FEET; THENCE N89°25'18"W 21.02 FEET; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE RIGHT 121.16 FEET THROUGH A CENTRAL ANGLE OF 30°14'54" (CHORD:N74°17'51"W 119.76 FEET); THENCE N59°10'24"W 170.76 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 18.36 FEET THROUGH A CENTRAL ANGLE OF 87°38'39" (CHORD:S77°00'16"W 16.62 FEET); THENCE N60°06'50"W 60.10 FEET; THENCE N33°10'57"E 181.22 FEET; THENCE ALONG THE ARC OF A 827.50 FOOT RADIUS CURVE TO THE LEFT 61.37 FEET THROUGH A CENTRAL ANGLE OF 4°14'58" (CHORD:N31°03'28"E 61.36 FEET) TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 19.80 FEET THROUGH A CENTRAL ANGLE OF 94°31'51" (CHORD:N18°19'56"W 17.63 FEET); THENCE N26°40'13"E 59.05 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N24°24'08"E) 19.12 FEET THROUGH A CENTRAL ANGLE OF 91°18'20" (CHORD:N68°44'58"E 17.16 FEET); THENCE S65°04'38"E 60.03 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S66°53'45"E) 18.58 FEET THROUGH A CENTRAL ANGLE OF 88°42'07" (CHORD:S21°14'48"E 16.78 FEET); THENCE S65°35'52"E 146.83 FEET; THENCE ALONG THE ARC OF A 170.50 FOOT RADIUS CURVE TO THE LEFT 70.97 FEET THROUGH A CENTRAL ANGLE OF 23°51'01" (CHORD:S77°31'22"E 70.46 FEET); THENCE S89°26'53"E 408.69 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 18.94 FEET THROUGH A CENTRAL ANGLE OF 90°25'38" (CHORD:N45°20'19"E 17.03 FEET); THENCE N0°07'30"E 39.21 FEET; THENCE S89°52'30"E 183.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1200 EAST/SARATOGA ROAD; THENCE ALONG SAID WESTERLY LINE S0°31'08"W 497.20 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.36 ACRES

Together with:

**PLAT C3**

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

BEGINNING AT A POINT LOCATED N0°08'33"W ALONG THE SECTION LINE 141.51 FEET AND EAST 25.53 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°26'53"W 408.69 FEET; THENCE ALONG THE ARC OF A 170.50 FOOT RADIUS CURVE TO THE RIGHT 70.97 FEET THROUGH A CENTRAL ANGLE

OF  $23^{\circ}51'01''$  (CHORD:N77°31'22"W 70.46 FEET); THENCE N65°35'52"W 146.83 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.58 FEET THROUGH A CENTRAL ANGLE OF  $88^{\circ}42'07''$  (CHORD:N21°14'48"W 16.78 FEET); THENCE N65°04'38"W 60.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 827.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N68°54'11"W) 292.31 FEET THROUGH A CENTRAL ANGLE OF  $20^{\circ}14'22''$  (CHORD: N12°58'38"E 290.79 FEET); THENCE S87°08'33"E 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 887.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N87°08'33"W) 13.93 FEET THROUGH A CENTRAL ANGLE OF  $0^{\circ}53'57''$  (CHORD:N2°24'28"E 13.93 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.48 FEET THROUGH A CENTRAL ANGLE OF  $88^{\circ}15'18''$  (CHORD:N46°05'08"E 16.71 FEET); THENCE S89°47'13"E 534.88 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.83 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}54'43''$  (CHORD:S44°49'52"E 16.96 FEET); THENCE S89°52'30"E 59.00 FEET; THENCE N0°07'30"E 34.56 FEET; THENCE S89°52'30"E 133.76 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 1200 EAST/SARATOGA ROAD; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES: SOUTH 258.27 FEET; THENCE WEST 9.17 FEET; THENCE S0°31'08"W 137.71 FEET; THENCE N89°52'30"W 183.20 FEET; THENCE S0°07'30"W 39.21 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.94 FEET THROUGH A CENTRAL ANGLE OF  $90^{\circ}25'38''$  (CHORD:S45°20'19"W 17.03 FEET) TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 7.70$  ACRES  
335,295 SQ FT

Together with:

### PLAT D3

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 S0°10'34"E ALONG THE SECTION LINE 47.63 FEET AND WEST 762.35 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S33°10'57"W 375.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 3.70 FEET WITH A RADIUS OF 984.50 FEET THROUGH A CENTRAL ANGLE OF  $0^{\circ}12'55''$  CHORD: S33°04'29"W 3.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 19.46 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $92^{\circ}54'00''$  CHORD: S13°28'58"E 17.39 FEET; THENCE S30°42'31"W 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 19.27 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $91^{\circ}59'06''$  CHORD: S74°04'04"W 17.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 192.05 FEET WITH A RADIUS OF 984.50 FEET THROUGH A CENTRAL ANGLE OF  $11^{\circ}10'36''$  CHORD: S22°29'13"W 191.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 22.39 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $106^{\circ}54'28''$  CHORD: S36°33'19"E 19.28 FEET; THENCE S0°00'33"E 59.00 FEET; THENCE S89°59'27"W 21.28 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 16.37 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $78^{\circ}08'31''$  CHORD: S50°55'11"W 15.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 65.12 FEET WITH A RADIUS OF 984.50 FEET THROUGH A CENTRAL ANGLE OF  $3^{\circ}47'24''$  CHORD: S9°57'13"W 65.11 FEET; THENCE N81°56'29"W 60.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 367.04 FEET WITH A RADIUS OF 1044.50 FEET THROUGH A CENTRAL ANGLE OF  $20^{\circ}08'02''$  CHORD: N18°07'32"E 365.16 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 19.63 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $93^{\circ}42'09''$  CHORD: N18°39'31"W 17.51 FEET; THENCE N24°29'24"E 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 8.22 FEET WITH A RADIUS OF 229.50 FEET THROUGH A CENTRAL ANGLE OF  $2^{\circ}03'11''$  CHORD: S64°29'00"E, 8.22 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 17.56 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $83^{\circ}49'55''$  CHORD: N74°37'38"E 16.03 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 8.59 FEET WITH A RADIUS OF 1044.50 FEET THROUGH A CENTRAL ANGLE OF  $0^{\circ}28'17''$  CHORD:

N32°56'48"E 8.59 FEET; THENCE N33°10'57"E 372.06 FEET; THENCE S60°06'50"E 60.10 FEET TO THE POINT OF BEGINNING.

Together with:

**PLAT A-4**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, 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 164.02 FEET AND WEST 463.57 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S0°34'42"W 134.00 FEET; THENCE S1°28'40"W 297.30 FEET; THENCE WEST 18.61 FEET; THENCE S72°57'34"W 59.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 170.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S72°57'34"W) 2.18 FEET THROUGH A CENTRAL ANGLE OF 0°43'54" (CHORD: S16°40'29"E 2.18 FEET); THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 22.26 FEET THROUGH A CENTRAL ANGLE OF 106°17'58" (CHORD: S36°50'28"W 19.20 FEET); THENCE S89°59'27"W 2.01 FEET; THENCE S0°00'33"E 59.00 FEET; THENCE N89°59'27"E 8.39 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.85 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'33"E 16.97 FEET); THENCE S0°00'33"E 64.00 FEET; THENCE S89°59'27"W 562.45 FEET; THENCE N81°56'29"W 16.65 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 984.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S81°56'29"E) 65.12 FEET THROUGH A CENTRAL ANGLE OF 3°47'24" (CHORD: N9°57'13"E 65.11 FEET); THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 16.37 FEET THROUGH A CENTRAL ANGLE OF 78°08'31" (CHORD: N50°55'11"E 15.13 FEET); THENCE N89°59'27"E 21.28 FEET; THENCE N0°00'33"W 59.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N0°00'33"W) 22.39 FEET THROUGH A CENTRAL ANGLE OF 106°54'28" (CHORD: N36°33'19"W 19.28 FEET); THENCE ALONG THE ARC OF A 984.50 FOOT RADIUS CURVE TO THE RIGHT 192.05 FEET THROUGH A CENTRAL ANGLE OF 11°10'36" (CHORD: N22°29'13"E 191.74 FEET); THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 19.27 FEET THROUGH A CENTRAL ANGLE OF 91°59'06" (CHORD: N74°04'04"E 17.26 FEET); THENCE N30°42'31"E 59.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N30°05'35"E) 19.46 FEET THROUGH A CENTRAL ANGLE OF 92°52'46" (CHORD: N13°29'11"W 17.40 FEET); THENCE ALONG THE ARC OF A 984.50 FOOT RADIUS CURVE TO THE RIGHT 3.70 FEET THROUGH A CENTRAL ANGLE OF 0°12'55" (CHORD: N33°04'29"E 3.70 FEET); THENCE N33°10'57"E 375.61 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.36 FEET THROUGH A CENTRAL ANGLE OF 87°38'39" (CHORD: N77°00'16"E 16.62 FEET); THENCE S59°10'24"E 170.76 FEET; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT 121.16 FEET THROUGH A CENTRAL ANGLE OF 30°14'54" (CHORD: S74°17'51"E 119.76 FEET); THENCE S89°25'18"E 21.02 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.55 ACRES

Together with:

**PLAT B-4**

A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST 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°08'33"W ALONG THE SECTION LINE 186.55 FEET AND WEST 683.00 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 827.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N61°04'01"W) 61.37 FEET THROUGH A CENTRAL ANGLE OF 4°14'58" (CHORD: S31°03'28"W 61.36 FEET); THENCE S33°10'57"W 553.28

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FEET; THENCE ALONG THE ARC OF A 1044.50 FOOT RADIUS CURVE TO THE LEFT 8.59 FEET THROUGH A CENTRAL ANGLE OF  $0^{\circ}28'17''$  (CHORD: S32°56'48"W 8.59 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 17.56 FEET THROUGH A CENTRAL ANGLE OF  $83^{\circ}49'55''$  (CHORD: S74°37'38"W 16.03 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT 8.22 FEET THROUGH A CENTRAL ANGLE OF  $2^{\circ}03'11''$  (CHORD: N64°29'00"W 8.22 FEET); THENCE S24°29'24"W 59.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S24°29'24"W) 19.63 FEET THROUGH A CENTRAL ANGLE OF  $93^{\circ}42'09''$  (CHORD: S18°39'31"E 17.51 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 1044.50 FOOT RADIUS CURVE TO THE LEFT 385.52 FEET THROUGH A CENTRAL ANGLE OF  $21^{\circ}08'51''$  (CHORD: S17°37'08"W 383.33 FEET); THENCE S89°49'32"W 137.20 FEET; THENCE S89°48'27"W 16.61 FEET; THENCE N0°11'33"W 397.10 FEET; THENCE S89°48'27"W 5.00 FEET; THENCE N0°11'33"W 373.55 FEET TO AN EXISTING FENCE LINE; THENCE N89°43'24"E ALONG SAID FENCE LINE 13.09 FEET TO A FENCE CORNER IN THE WEST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: N0°16'25"W 0.80 FEET; THENCE N0°03'11"E 186.55 FEET; THENCE EAST 200.98 FEET; THENCE NORTH 78.16 FEET; THENCE EAST 222.06 FEET; THENCE N45°59'13"E 36.53 FEET; THENCE ALONG THE ARC OF A 52.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N63°36'28"E) 65.86 FEET THROUGH A CENTRAL ANGLE OF  $72^{\circ}34'02''$  (CHORD: S62°40'33"E 61.56 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 14.56 FEET THROUGH A CENTRAL ANGLE OF  $33^{\circ}21'42''$  (CHORD: S82°16'43"E 14.35 FEET); THENCE S65°35'52"E 133.19 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 19.80 FEET THROUGH A CENTRAL ANGLE OF  $94^{\circ}31'51''$  (CHORD: S18°19'56"E 17.63 FEET) TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 8.64$  ACRES

Together with:

**PLAT C-4**

A PORTION OF THE NORTHEAST 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°08'33"W ALONG THE SECTION LINE 203.28 FEET AND WEST 688.51 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N65°35'52"W 133.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 14.56 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF  $33^{\circ}21'42''$ , CHORD: N82°16'43"W 14.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 65.86 FEET WITH A RADIUS OF 52.00 FEET THROUGH A CENTRAL ANGLE OF  $72^{\circ}34'02''$ , CHORD: N62°40'33"W 61.55 FEET; THENCE S45°59'13"W 36.53 FEET; THENCE WEST 206.02 FEET; THENCE NORTH 120.76 FEET; THENCE EAST 133.05 FEET; THENCE N00°27'42"W 147.26 FEET; THENCE N89°32'18"E 69.50 FEET; THENCE N00°27'42"W 440.91 FEET; THENCE N89°57'58"W 166.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 28.21 FEET WITH A RADIUS OF 4964.50 FEET THROUGH A CENTRAL ANGLE OF  $00^{\circ}19'32''$ , CHORD: S89°52'16"W 28.21 FEET; THENCE S89°42'30"W 222.27 FEET; THENCE N00°08'11"W 78.95 FEET; THENCE N89°42'30"E 84.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 12.52 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $59^{\circ}47'11''$ , CHORD: N59°48'54"E 11.96 FEET; THENCE N89°32'11"E 62.15 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 12.74 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $60^{\circ}48'39''$ , CHORD: S59°53'11"E 12.15 FEET; THENCE N89°42'30"E 55.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 28.65 FEET WITH A RADIUS OF 5043.45 FEET THROUGH A CENTRAL ANGLE OF  $00^{\circ}19'32''$ , CHORD: N89°52'16"E 28.65 FEET; THENCE S89°57'58"E 241.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 13.48 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $64^{\circ}21'08''$ , CHORD: N57°51'28"E 12.78 FEET; THENCE S89°29'36"E 61.76 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 12.99 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF  $62^{\circ}02'43''$ , CHORD: S59°16'09"E 12.37 FEET; THENCE N89°42'30"E 119.97 FEET; THENCE S00°02'02"W 79.61 FEET; THENCE S89°57'58"E 44.22

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FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 18.87 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 90°05'28", CHORD: S44°55'14"E 16.98 FEET; THENCE S00°07'30"W 375.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 331.77 FEET WITH A RADIUS OF 827.50 FEET THROUGH A CENTRAL ANGLE OF 22°58'19", CHORD: S11°36'39"W 329.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 19.12 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 91°18'20", CHORD: S68°44'58"W 17.16 FEET; THENCE S26°40'13"W 59.05 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.41 ACRES

Together with:

**PLAT D-4**

A PORTION OF THE NORTHEAST 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°08'33"W ALONG THE SECTION LINE 531.68 FEET AND WEST 908.81 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°32'18"W 69.50 FEET; THENCE S0°27'42"E 147.26 FEET; THENCE WEST 333.05 FEET; THENCE SOUTH 200.00 FEET; THENCE N86°21'29"W 17.05 FEET; THENCE WEST 1.10 FEET; THENCE N0°04'00"W 463.54 FEET; THENCE N0°08'11"W 323.00 FEET; THENCE N89°42'30"E 222.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 28.21 FEET WITH A RADIUS OF 4964.50 FEET THROUGH A CENTRAL ANGLE OF 0°19'32" CHORD: N89°52'16"E 28.21 FEET; THENCE S89°57'58"E 166.76 FEET; THENCE S0°27'42"E 440.91 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±5.51 ACRES

Together with:

**Plat 5-A**

A PORTION OF THE SOUTHEAST QUARTER OF SECTIONS 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING FENCE LINE LOCATED N00°10'34 W ALONG THE SECTION LINE 849.63 FEET AND WEST 1196.05 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S00°07'30"E ALONG SAID FENCE LINE 830.93 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SARATOGA ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: S83°10'42"W 17.24 FEET; THENCE S89°49'09"W 512.37 FEET; THENCE N00°00'27"W 225.94 FEET; THENCE N89°59'33"E 21.23 FEET; THENCE N00°00'27"W 13.00 FEET; THENCE N89°59'33"E 19.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 18.86 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 90°03'41", CHORD: N44°57'42"E 16.98 FEET; THENCE S89°58'57"E 59.00 FEET; THENCE N00°04'08"W 529.49 FEET TO THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF PONY EXPRESS PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 327.66 FEET WITH A RADIUS OF 982.00 FEET THROUGH A CENTRAL ANGLE OF 19°07'03", CHORD: N80°26'29"E 326.14 FEET; THENCE EAST 94.81 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.44 Acres

Together with:

**PLAT A-6**

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

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BEGINNING AT A POINT LOCATED S0°08'33"E ALONG THE SECTION LINE 1601.80 FEET AND WEST 632.92 FROM THE NORTHEAST SECTION CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°42'30"W 119.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 12.99 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 62°02'43", CHORD: N59°16'09"W 12.37 FEET; THENCE N89°29'36"W 61.76 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 13.48 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 64°21'08", CHORD: S57°51'28"W 12.78 FEET; THENCE N89°57'58"W 241.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 28.65 FEET WITH A RADIUS OF 5043.45 FEET THROUGH A CENTRAL ANGLE OF 00°19'32", CHORD: S89°52'16"W 28.65 FEET; THENCE S89°42'30"W 55.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 12.74 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 60°48'39", CHORD: N59°53'11"W 12.15 FEET; THENCE S89°32'11"W 62.15 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 12.52 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 59°47'11", CHORD: S59°48'54"W 11.96 FEET; THENCE S89°42'30"W 84.02 FEET; THENCE N0°08'11"W 782.64 FEET; THENCE S89°36'27"E 704.32 FEET; THENCE S0°30'24"W 776.24 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 12.50$  ACRES  
 $\pm 544,580$  SQ. FT.

Together with:

**PLAT A-7,**

A PARCEL OF LAND LOCATED IN 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 S00°10'34"E ALONG THE SECTION LINE 251.30 FEET AND WEST 1892.46 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°14'14"E 55.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 18.84 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 89°57'18", CHORD: S45°12'53"E 16.96 FEET;; THENCE S00°15'19"E 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 18.86 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 90°02'41", CHORD: S44°47'07"W 16.98 FEET; THENCE S00°14'14"E 430.93 FEET; THENCE N89°49'32"E 571.90 FEET; THENCE S00°10'28"E 266.81 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 12.53 FEET WITH A RADIUS OF 24.92 FEET THROUGH A CENTRAL ANGLE OF 28°48'30", CHORD: S14°10'58"W 12.40 FEET;; THENCE S89°51'16"W 3.93 FEET;; THENCE S89°51'16"W 552.61 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 18.83 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 89°54'30", CHORD: N45°11'29"W 16.96 FEET; THENCE N00°14'14"W 8.94 FEET; THENCE S89°45'45"W 98.97 FEET; THENCE N00°14'29"W 246.88 FEET; THENCE N89°30'02"E 2.23 FEET; THENCE NORTH 10.83 FEET; THENCE S89°45'46"W 42.28 FEET; THENCE N00°14'14"W 102.23 FEET; THENCE S89°45'46"W 111.01 FEET; THENCE N00°14'14"W 467.17 FEET; THENCE N89°45'46"E 250.01 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 7.27$  ACRES

Together with:

**PLAT B-7**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT LOCATED S00°10'34"E ALONG THE SECTION LINE 2.47 FEET AND WEST 1341.78 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°11'33"E 373.55 FEET; THENCE S89°48'27"W 538.64 FEET; THENCE N00°15'19"W 59.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 18.84 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 89°57'19", CHORD: N45°12'53"W 16.96 FEET; THENCE N00°14'14"W 55.58 FEET; THENCE S89°45'46"W 250.01 FEET; THENCE N00°14'14"W 246.00 FEET; THENCE N89°43'24"E 800.96 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm$ 6.11 ACRES

Together with:

**PLAT C-7**

A parcel of land located in the Southeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base & Meridian, described as follows:

Beginning at a point located South 00°10'34" East along the Section Line 376.00 feet and West 1336.67 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°11'33" East 397.10 feet; thence North 89°48'27" East 16.61 feet to the Northwest corner of Northshore Plat E-2, Entry Number 135118:2020, according to the official plat in the office of the Utah County Recorder; thence along the West line of said plat thence South 00°10'28" East 46.02 feet; thence South 89°49'32" West 571.90 feet; thence North 00°14'14" West 430.93 feet; thence along the arc of a curve to the right 18.86 feet with a radius of 12.00 feet through a central angle of 90°02'41", chord: North 44°47'07" East 16.98 feet; thence North 89°48'27" East 543.64 feet to the point of beginning.

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Together with:

NORTHSHORE PLAT B-5, being more particularly described as follows:

A parcel of land located in the Southeast Quarter of Sections 24, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at an existing fence line located N00°10'34" W along the Section Line 795.47 feet and West 1612.64 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S00°04'08"E along said fence line 529.49 feet; thence N89°58'57"W 59.00 feet; thence along the arc of a non-tangent curve to the right 18.86 feet with a radius of 12.00 feet through a central angle of 90°03'41", chord: S44°57'42"W 16.98 feet; thence S89°59'33"W 19.69 feet; thence S00°00'27"E 13.00 feet; thence S89°59'33"W 21.23 feet; thence S00°00'27"E 208.57 feet; thence N89°59'33"E 26.00 feet; thence N00°00'27"W 64.07 feet; thence along the arc of a curve to the right 11.78 feet with a radius of 7.50 feet through a central angle of 90°00'00", chord: N44°59'33"E 10.61 feet; thence N89°59'33"E 495.81 feet; thence S00°07'30"E 85.35 feet to the Northerly Right-of-Way line of Saratoga Road; thence along said Northerly Right-of-Way line the following nine (9) course: S83°10'42"W 17.24 feet; thence S89°49'09"W 580.79 feet; thence S00°05'00"E 1.61 feet; thence N89°46'30"W 44.62 feet; thence N89°43'48"W 256.26 feet; thence S89°41'22"W 239.13 feet; thence S89°56'36"W 278.42 feet; thence N89°32'36"W 44.87 feet; thence West 0.86 feet to the West line of the Southeast Quarter of said Section 24; thence along said West line N00°07'43"W 1.93 feet; thence along the arc of a non-tangent curve to the right 60.77 feet with a radius of 155.50 feet through a central angle of 22°23'27", chord: N68°46'53"W 60.38 feet; thence N57°35'10"W 24.30 feet; thence along the arc of a non-tangent curve to the right 104.04 feet with a radius of 1010.00 feet through a central angle of 05°54'08", chord: N37°00'45"E 104.00 feet; thence along the Southerly Right-of-Way line of Northshore Pony Express Plat 3, (Roadway Dedication) together with its extension Southwesterly, in the official records of the Utah County Recorder, the following four (4) courses: N39°57'49"E 113.85 feet; thence along the arc of a curve to the right 400.93 feet with a radius of 982.00 feet through a central angle of 23°23'33", chord: N51°39'35"E 398.15 feet; thence N63°21'22"E 619.65 feet; thence along the arc of a curve to the right 129.00 feet with a radius of 982.00 feet through a central angle of 07°31'36", chord: N67°07'10"E 128.91 feet to the point of beginning.

Contains: ±12.86 Acres

560,323 Sq. Ft.

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**EXHIBIT B**  
**TO**  
**TWELFTH SUPPLEMENTAL DECLARATION AND ELEVENTH AMENDMENT**  
**TO THE DECLARATION OF COVENANTS, CONDITIONS**  
**AND RESTRICTIONS FOR**  
**NORTHSHORE**

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**Legal Description of the Subject Property**

NORTHSHORE PLAT A-8, being more particularly described as follows:

A parcel of land located in the Southeast Quarter of Sections 24, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at the Northwesterly right-of-way line of the Pony Express Parkway as defined on Northshore Pony Express Plat 2 Roadway Dedication, described in Entry Number 186734:2021, in the official records of Utah County Recorder, located N00°10'34" W along the Section Line 847.62 feet and West 1928.80 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence along said Northerly right-of-way line the following two (2) courses: S63°21'22"W 488.93 feet; thence along the arc of a curve to the left 203.64 feet with a radius of 1162.00 feet through a central angle of 10°02'27", chord: S58°20'08"W 203.38 feet; thence N37°06'39"W 45.58 feet; thence along the arc of a curve to the right 168.79 feet with a radius of 261.50 feet through a central angle of 36°58'56", chord: N18°37'11"W 165.87 feet; thence N00°07'43"W 303.41 feet to the South Line of Saratoga Trade Subdivision, described in Entry Number 186733:2021, in the official records of Utah County Recorder; thence along said South line N89°45'14"E 629.61 feet to the West Line of Northshore Plat F-2, described in Entry Number 21985:2021, in the official records of Utah County Recorder; thence along said West line the following two (2) courses: S00°14'29"E 51.19 feet; thence S26°38'38"E 136.99 feet to the point of beginning.

Contains: ±5.23 Acres

227,891 Square Feet.

## EXHIBIT C

TO

**TWELFTH SUPPLEMENTAL DECLARATION AND ELEVENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
NORTHSHERE**

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**AMENDED AND RESTATED BYLAWS  
OF  
NORTHSHERE 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 Northshore Owners Association, which Northshore Owners Association (the "Association") is obligated to operate, manage and regulate the Project. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, 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 Bylaws of the Association dated January 31, 2020. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to refer to these Amended and Restated Bylaws of Northshore Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Amended and Restated Bylaws of Northshore Owners Association shall have the same meanings ascribed to such terms 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. Other than the Lots, Units and Parcels owned by Declarant during the period of time that Declarant is a Class B Member of the Association, 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, or as otherwise authorized by Section 7.1 of these Bylaws, 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 Governing 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. Following the expiration of the Period of Declarant Control, the Board of Directors shall be composed of at least five (5) but not 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 Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, five (5) members of the Board of Directors shall be elected by the Owners. Three (3) members of the Board of Directors shall be elected for two-year terms and two (2) 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 of the Association, 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.

3.15 Financial Crimes Enforcement Network ("FinCEN") Reporting. As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at <https://fincenid.fincen.gov/landing>. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("BOI Report"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.

3.16 FinCEN Reporting Deadlines. It shall be the Board's obligation to timely update its BOI Report following any changes in Board membership. In accordance with FinCEN regulations, changes in Board membership, specifically the current beneficial ownership information for any new Board members, shall be reported within 30 days. If a newly elected or appointed Board member fails to timely provide its FinCEN Identifier or the necessary identifying information for the Board to update its BOI Report, that individual shall no longer be eligible to serve on the Board. Similarly, in reporting for existing Board members, a noncompliant Board member shall be removed from the Board if they fail to timely provide a FinCEN Identifier and the necessary information to update the Association's BOI Report.

## 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 a 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 or Unit, 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 or Unit 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.

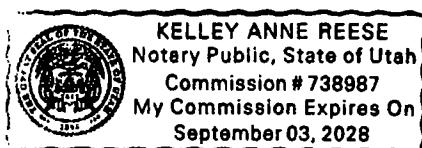
Dated this 26 day of November, 2024.

NORTHSORE OWNERS ASSOCIATION,  
a Utah nonprofit corporation

By: Michael DeCanio  
Name: Michael DeCanio  
Title: Board Member

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 26 day of November, 2024, by Michael DeCanio, in such person's capacity as the Board Member of Northshore Owners Association, a Utah nonprofit corporation.



  
NOTARY PUBLIC