

When Recorded, Mail To:

Wild Horse Ranch Owners Association, Inc.  
336 West Broadway, Unit #110  
Salt Lake City, Utah 84101

**BYLAWS OF  
WILD HORSE RANCH OWNERS ASSOCIATION, INC.**

ARTICLE I  
NAME AND LOCATION

The name of the Corporation is WILD HORSE RANCH OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the Association in the State of Utah shall be located at 336 West Broadway, Unit #110, Salt Lake City, Utah 84101, but meetings of Members and Directors may be held at such places within the State of Utah as may be from time to time designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

In addition to other defined terms set forth herein, the following terms shall have the following definitions:

- 2.1 Articles shall mean and refer to the Articles of Incorporation of the Association.
- 2.2 Member shall mean and refer to every person who holds membership in the Association, all of which persons shall be Owners of Lots.
- 2.3 Declarant shall mean and refer to Penelope Rose LLC, a Utah limited liability company.
- 2.4 Property shall mean and refer to the real property situated in Tooele County, described in the Plat and the Declaration, more particularly described on Exhibit "A" attached hereto, together with any real property subsequently added thereto.
- 2.5 Board shall mean the Board of Directors of the Association.
- 2.6 Director shall mean any member of the Board.
- 2.7 Plat shall mean a final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Tooele County, Utah, as the same may be amended by duly recorded amendments thereto.
- 2.8 Declaration shall mean and refer to that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions, and Easements" executed by the Declarant, dated APRIL 27, 2016, and filed for record in the office of the County Recorder of Tooele County, Utah, as Entry No. 428036, Book     , and beginning at Page     .

together with any subsequent amendment of said Declaration and any supplemental Declarations which may be recorded from time to time.

2.9 Lot shall mean a portion of the Property which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded subdivision plat relating to the Property.

2.10 Owner shall mean a person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such mortgagee or other security holder by purchase at foreclosure sale or otherwise.

2.11 Subdivision shall mean the whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Each Owner (including the Declarant) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association. No Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

3.2 Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable Lot, unless an objection is made at the meeting by another Owner of the same Lot, in which event a majority in interest of the co-Owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3.3 Membership List. The Association shall maintain up-to-date records showing the name of each person who is a Member, the address of such person, and the Lot to which the membership of such person is appurtenant. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or the transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Tooele County, Utah. The Association may for all purposes act and rely upon the information concerning Members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership

information respecting any Lot or Lots which is obtained from the office of the County Recorder of Tooele County, Utah. Unless the Board of the Association is otherwise notified by an Owner in writing, the address of a Member shall be deemed to be the address of the Lot in which such Owner holds ownership.

3.4 Annual Meetings. Annual meetings of the Members shall be held on the second Wednesday of October of each year commencing in the year 2016, or on such other day as the directors shall from time to time designate.

3.5 Special Meetings. Special meetings of the Members may be called by at the request of a majority of the Directors, or upon written request of one-fourth (1/4) of the Members.

3.6 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or the person authorized to call such meeting, by mailing a copy of such notice, postage prepaid, at least 10 days, but not more than 90 days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

3.7 Quorum. At the first meeting of Members called in connection with any annual or special meeting and with respect to any matter, the presence of Members, in person or by proxy, entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum. If a quorum is not present at the first or any subsequent meeting of Members called in connection with the particular annual or special meeting, another meeting may be called, subject to the notice requirements set forth herein, at which a quorum shall be one-half (%) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting of Members shall be held, more than forty-five (45) days following the immediately preceding meeting.

3.8 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot.

#### ARTICLE IV VOTING RIGHTS OF MEMBERS

4.1 Governance and Voting Rights of Members, Board of Directors and Officers. The governance of the Association and voting rights of the Members shall be as follows:

- (a) Upon the effective date of the Association's Articles of Incorporation, the right to govern the affairs of the Association shall be vested in the Declarant, as follows:
  - (i) During the initial period of governance by the Declarant, the affairs of the Association shall be governed by a Board of Directors appointed by the Declarant. The Directors so appointed need not be Owners.

- (ii) The right to govern the affairs of the Association shall be and remain in the Declarant until twelve months after the last Lot is sold and transferred to an Owner. If at any time prior to the termination of governance by the Declarant (including during the twelve-month period following the sale of the last Lot), additional property is annexed into the Subdivision as provided for in the Declaration, Declarant's right to govern the Association shall be extended and shall continue until twelve months after the last Lot in any of the Property is sold and transferred to an Owner.
  - (iii) At any time, the Declarant may waive its rights to govern the affairs of the Association and may terminate its governance of the Association.
- (b) Upon the termination of governance by the Declarant, the governance of the Association shall thereupon be and remain vested in Owners, as follows:
- (i) The Owners of Lots within the Subdivision, as Members, shall be entitled to one (1) vote per Lot for each Lot owned.
  - (ii) The Members shall elect a Board of Directors, each of whom shall be Owners, who shall govern the affairs of the Association, and the Board of Directors shall elect officers, all in accordance with the Articles and Bylaws of the Association, as the same may be amended from time to time.

ARTICLE V  
BOARD OF DIRECTORS

5.1 Number, Tenure, and Qualifications. The affairs of the Association shall be managed by its Board of Directors. Except for the initial Board of Directors whose names are set forth below, the Board of Directors shall be elected or appointed as provided herein. The number of Directors constituting the Board of Directors of the Corporation shall be three (3). At the first meeting of the Members at which the election of Directors by the Members takes place, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate who receives the second highest number of votes shall serve as a Director for two (2) years, and the candidate who receives the third highest number of votes shall serve as a Director for one (1) year. At each annual election thereafter, the successors to the Directors whose terms shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Directors may be made only by amendment to these Articles. Each Director shall hold office until such person's term expires and until such person's successor has been duly elected and qualified.

5.2 Initial Board of Directors. The persons who are to serve as the initial Board of Directors selected by the Declarant are as follows:

Name

Address

Micah W. Peters

336 West Broadway, Unit #110  
Salt Lake City, Utah 84101

James Chellis

c/o Comcourse, Inc.  
1101 Pacific Ave. Suite 250  
Santa Cruz, CA 95060

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5.3 Removal. At all times subsequent to the termination of governance by the Declarant pursuant to the terms of these Bylaws, the Articles, and the Declaration, any Director may be removed from the Board, with or without cause, by a simple majority vote of the Members of the Association at a meeting where a quorum is present. In the event of the death, resignation, or removal of a Director, such Director's successor shall be selected by the remaining Directors and shall serve for the unexpired term of such predecessor.

5.4 Compensation. No Director shall receive compensation for any service such Director may render to the Association. Directors may, however, be reimbursed for the actual expenses incurred in the performance of such Director's duties.

5.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI  
NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination. At all times subsequent to the termination of governance by the Declarant pursuant to the terms of these Bylaws, the Articles, and the Declaration, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Association. Except as otherwise set forth herein, such nominations must be exclusively made from among the Members.

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

ARTICLE VII  
MEETINGS OF THE DIRECTORS

7.1 Regular Meetings. Regular meetings of the Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the

Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

7.2 Special Meetings. Special meetings of the Directors shall be held when called by any two (2) Directors after not less than three (3) days' notice to each Director.

7.3 Quorum. A majority of the number of the Directors shall constitute a quorum for the transaction of business. Every act or design done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Directors.

ARTICLE VIII  
POWERS AND DUTIES OF THE DIRECTORS

8.1 Powers. The Directors shall have power to:

- (a) levy assessments against the Members, the proceeds of which shall be used in connection with carrying out the Association's responsibilities to landscape, maintain, and repair the Limited Maintenance Areas, and for such other purposes as the Directors shall from time to time deem to be appropriate;
- (b) establish rules and regulations with respect to the Association and its activities;
- (c) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights, may also be suspended after notice and a hearing before the Board of Directors, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (d) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles, or the Declaration including, but not limited to, commencing appropriate legal action against Members who have failed to pay assessments levied against them;
- (e) declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular Meetings of the Directors; and
- (f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

8.2 Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual Meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members;

- (b) elect and select, as applicable, and supervise, all officers, agents, and employees of the Association, and to see that their duties are properly performed-including, but not limited to, duties relating to the Association's responsibility to landscape, maintain, and repair the Limited Maintenance Areas;
- (c) take the following actions with respect to assessments of the Association:
  - (i) create and adopt an: annual budget, and thereafter fix the amount of the annual assessment against each Lot at least two (2) months in advance of each annual assessment period;
  - (ii) send written notice of each assessment: to every Owner subject thereto at least forty-five (45) days in advance of each annual assessment period; and
  - (iii) foreclose the lien against any Lot for which assessments are not paid as provided by the Declaration or to bring an action at law against the Owner personally obligated to pay the same.
  - (iv) maintain an account of the Association for use in connection with the general operations of the Association, as well as the Association's obligations relating to the maintenance, repair, and replacement of the Common Areas. Such account shall require the signature of two (2) members of the Board of Directors. All statements with respect to such account shall be directly forwarded to one (1) or more of the Directors.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned or administered by the Association;
- (f) if and to the extent that the Board of Directors deems such action to be appropriate, cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Areas to be maintained, repaired, and replaced, as applicable;
- (h) maintain current copies of the Declaration, the Articles, these Bylaws, and rules and regulations adopted by the Association; and

- (i) maintain the books and financial records of the Association, and cause the financial statements of the Association for the preceding fiscal year to be made available to each Member upon request.

8.3 Availability of Documents. Copies of the Declaration, the Articles, these Bylaws, and the rules and regulations and other books and records shall be available for inspection by the Members or their representatives upon reasonable request.

## ARTICLE IX OFFICERS AND THEIR DUTIES

9.1 Enumeration of the Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Directors may from time to time by resolution appoint.

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

9.3 Term. The officers of this Association shall be elected annually by the Directors and each shall hold office for one (1) year unless such person shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

9.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Directors. Any officer may resign at any time by giving written notice to any Director, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer such person replaces.

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to Section 9.4 of this Article.

9.8 Duties. The duties of the officers are as follows:

### President

The President shall preside at all meetings of the Directors and the Members, shall see that orders and resolutions of the Directors are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.



Vice-President

The Vice-President shall preside at all meetings of the Directors, shall see that orders and resolutions of the Directors are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Directors.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Directors, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE; OTHER COMMITTEES

The Board shall appoint an Architectural Control Committee of at least three (3) persons, the function of which is more particularly described in the Declaration.

ARTICLE XI

ASSESSMENTS

11.1 As more fully provided in the Declaration, each Member is obligated to pay to the Association, Reinvestment, Regular, Special, and Limited Assessments which are and will be secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In addition to all other remedies, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property of such Owner. In connection with any such action, the Association shall be entitled to recover its costs and reasonable attorneys' fees.

ARTICLE XII

AMENDMENTS

12.1 At all times before the termination of governance by the Declarant pursuant to the terms of these Bylaws, the Articles, and the Declaration, the Declarant shall be entitled to amend these Bylaws. At all times subsequent to the termination of governance by the Declarant, these Bylaws may be amended, at a regular or special meeting of the Members at which a quorum is present, by the affirmative vote of sixty-seven percent (67%) of the Members entitled to vote at such meeting, in person or by proxy.

12.2 In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of the December of every year, except that the first fiscal year shall begin on the date of incorporation.

[Signature on following page.]



**EXHIBIT A**  
**[Legal Description of Property]**

**14-130 156 ACRES STANSBURY PARK****SURVEY DESCRIPTIONS****PARCEL 9G, 9H, & 9I**

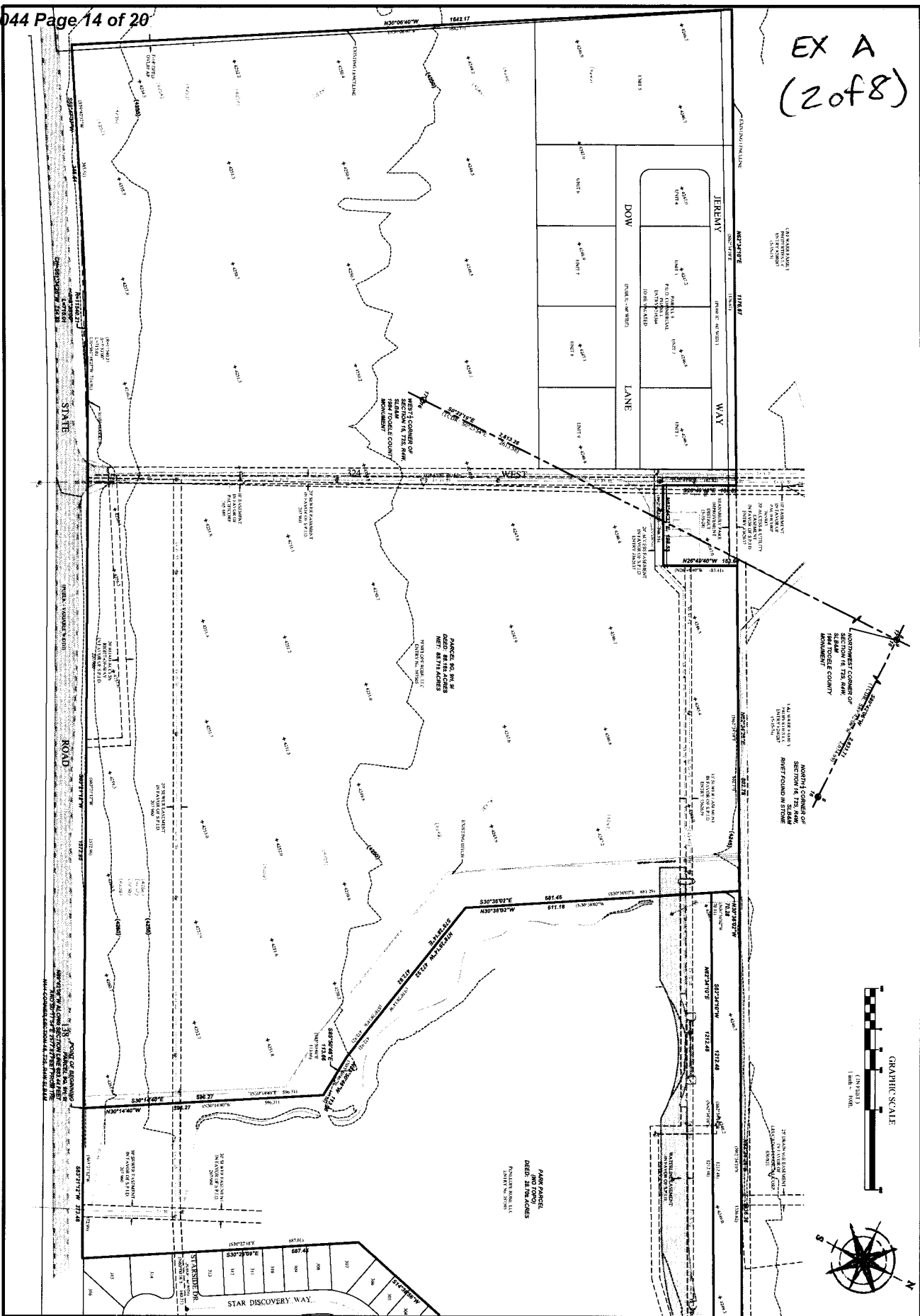
A portion of the NW1/4 and SW1/4 of Section 16, and the SE1/4 and NE1/4 of Section 17, Township 2 South, Range 4 West, Salt Lake Base & Meridian, located in Stansbury Park, Tooele County, State of Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of State Road 138 located S89°42'06"W along the Section line 683.44 feet and S0°17'54"E 2,577.82 feet from the North ¼ Corner of Section 16, T2S, R4W, S.L.B.& M.; thence along said right-of-way the following 3 (three) courses and distances: S63°21'12"W 1,572.95 feet; thence Southwesterly along the arc of an 11,540.21 foot radius non-tangent curve (radius bears: S26°39'05") 715.01 feet through a central angle of 3°33'00" (chord: S61°34'25"W 714.89); thence S59°47'37"W 345.51 feet; thence N30°06'40"W 1,642.17 feet along a fence line and the extension of Parcel 9 P.U.D. COMMERCIAL PHASE 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder to the northwest corner of said plat; thence N62°34'10"E along said plat and extension thereof 1,176.67 feet to the west line of that Real Property described in Deed Entry No. 362637 of the Official Records of Tooele County; thence along said deed the following 3 (three) courses and distances: S26°49'40"E 182.82 feet; thence N62°44'32"E 198.55 feet; thence N26°49'40"W 183.60 feet to the southerly line of that Real Property described in Deed Book 842 Page 297 of the Official Records of Tooele County; thence N62°34'26"E along said deed 802.78 feet; thence S30°36'02"E 681.46 feet; thence S78°28'14"E 472.92 feet; thence S85°50'46"E 113.66 feet; thence S30°14'40"E 596.27 feet to the point of beginning.

Contains: 88.16+/- acres

**LESS AND EXCEPTING** any public roadways lying within the bounds of PARCEL 9 P.U.D. COMMERCIAL Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder.

EX A  
(2 of 8)



REVISION BLOCK	
NO.	DATE
1	11/11/11
2	11/11/11
3	11/11/11
4	11/11/11
5	11/11/11
6	11/11/11
7	11/11/11
8	11/11/11
9	11/11/11
10	11/11/11

**BOUNDARY/TOPOGRAPHICAL SURVEY**  
 LOCATION: SECTIONS 9, 16, & 17, T2S, R4W, SLB&M  
 STANSBURY PARK, TOOELE COUNTY, UTAH  
 PROPERTY OF: PENELOPE ROSE, LLC  
 PREPARED FOR: CLEARWATER HOMES UTAH

**FOCUS**<sup>®</sup>  
 ENGINEERING AND SURVEYING, LLC  
 502 WEST 8360 SOUTH  
 SANDY, UTAH 84070 P.O. (801) 252-0975  
 www.focusutah.com

**14-130 156 ACRES STANSBURY PARK****SURVEY DESCRIPTIONS****PARCEL 9J**

A portion of the NE1/4 and NW1/4 of Section 16, and the SW1/4 and SE1/4 of Section 9, Township 2 South, Range 4 West, Salt Lake Base & Meridian, located in Stansbury Park, Tooele County, State of Utah, more particularly described as follows:

Beginning at a point on the northerly line of OLD MILL P.U.D. Phase 1, according to the Official Plat thereof on file in the Office of the Tooele County Recorder, located N89°56'28"E along the Section line 787.58 feet from the North ¼ Corner of Section 16, T2S, R4W, S.L.B. & M.; thence along said Plat and also along OLD MILL P.U.D. Phase 2 the following 3 (three) courses and distances: S63°08'19"W (plat: S63°08'03"W) 1,218.96 feet; thence S26°51'41"E (plat: S26°51'57"E) 82.00 feet; thence S54°40'48"E (plat: S54°41'04"E) 9.84 feet to the northerly right-of-way line of Porter Way as described and dedicated as part of STARSIDE PHASE 2-PARCEL 9 P.U.D. according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S62°48'02"W (plat: S62°47'46"W) along said plat and the extension thereof 583.26 feet; thence N27°10'09"W 18.60 feet; thence S62°34'10"W 1,212.48 feet; thence N30°36'02"W 70.28 feet to the southerly line of that Real Property described in Deed Book 842 Page 297 of the Official Records of Tooele County; thence N62°34'26"E along said deed 1,336.36 feet; thence N0°49'35"W 662.69 feet to the southerly line of that Real Property described in Deed Entry No. 335721 of the Official Records of Tooele County; thence N27°19'59"E along said deed 585.85 feet; thence N50°41'33"W along said deed 54.00 feet to the southerly line of that Real Property described in Deed Entry No. 380004 of the Official Records of Tooele County; thence N38°59'38"E along said deed 488.99 feet to the southerly line of that Real Property described in Deed Entry No. 329649 of the Official Records of Tooele County; thence along said deed the following 18 (eighteen) courses and distances: S74°38'58"E 81.70 feet; thence S45°00'50"E 114.41 feet; thence East 248.35 feet; thence S73°30'11"E 81.38 feet; thence N30°35'29"E 73.82 feet; thence N87°23'55"E 63.64 feet; thence S46°08'14"E 104.21 feet; thence N66°48'41"E 66.02 feet; thence N26°34'34"E 64.60 feet; thence S72°15'48"E 151.71 feet; thence S23°45'35"E 78.90 feet; thence S40°29'59"E 155.75 feet; thence S4°16'06"W 64.08 feet; thence S50°43'27"E 36.15 feet; thence N86°49'18"E 45.87 feet; thence S48°41'18"E 196.47 feet; thence S15°26'26"E 84.25 feet; thence S57°55'49"E 108.70 feet; thence S63°08'19"W 437.71 feet along the extension of, and along the northerly line of said OLD MILL P.U.D. Phase 1 to the point of beginning.

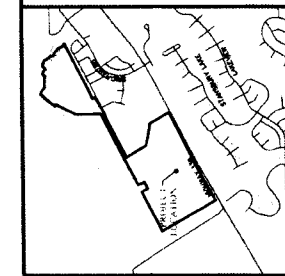
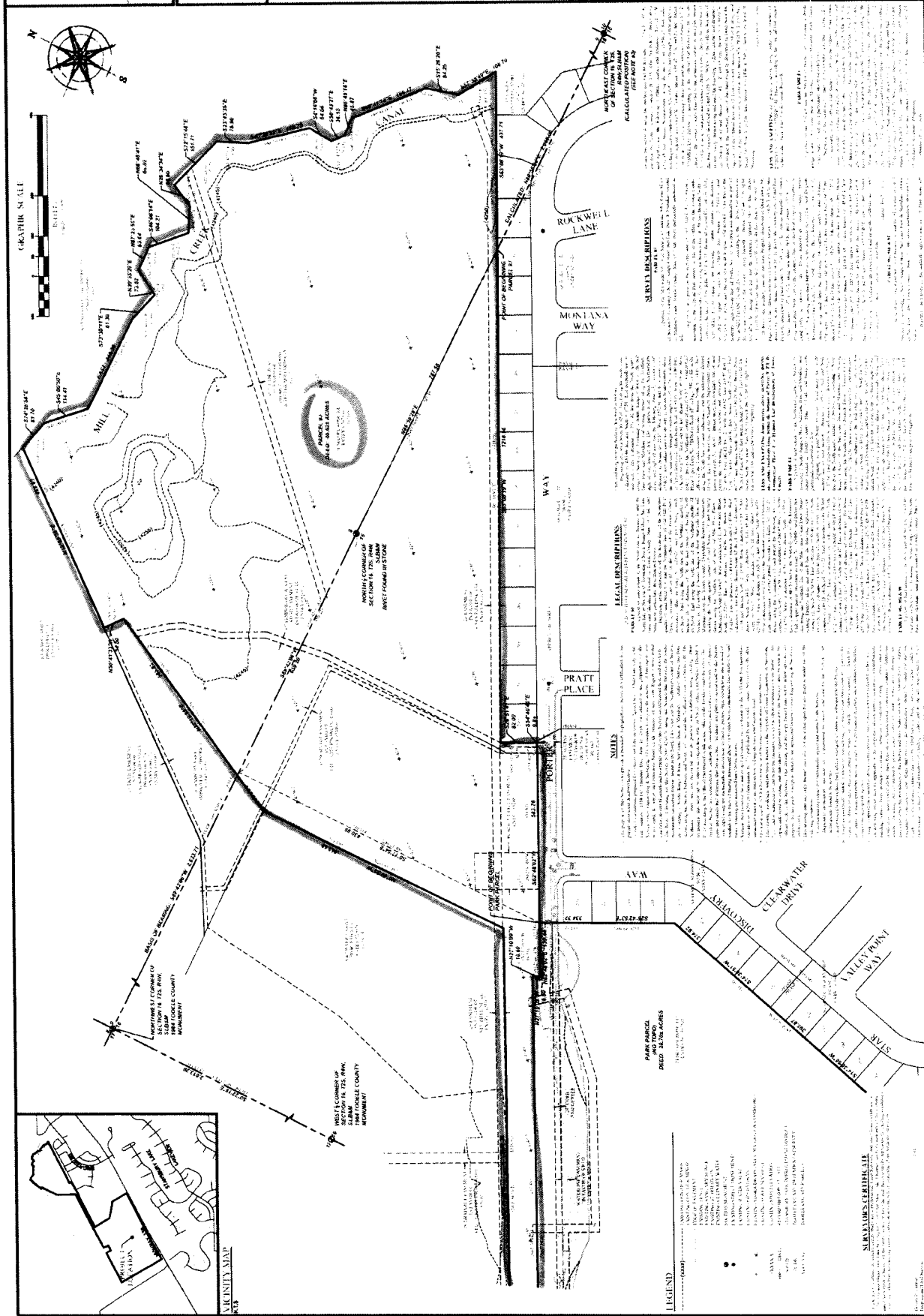
Contains: 40.65+/- acres



BOUNDARY/TOPOGRAPHICAL SURVEY  
LOCATIONS: SECTIONS 9, 16, & 17, T2S, R4W, S18&M  
PROPERTY OF: PENLOPE ROSE, LLC  
PREPARED FOR: CLARWATER HOMES, UTAH

Table with 2 columns: Description, Area (Acres). Includes entries for 'TOTAL AREA' and 'NET AREA'.

1 OF 2

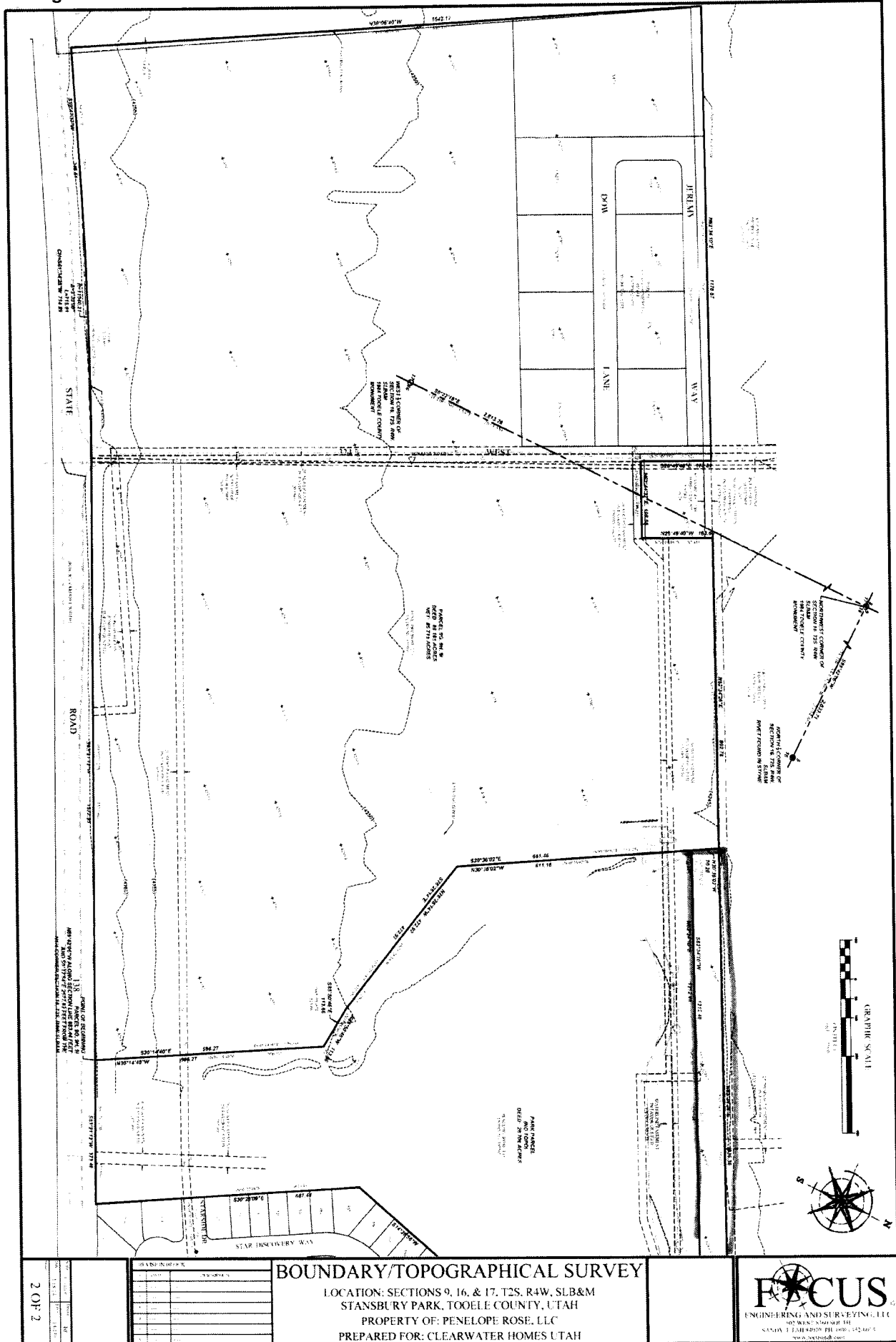


LEGAL DESCRIPTIONS  
NOTES  
SURVEY DESCRIPTIONS

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SURVEY DESCRIPTIONS





A portion of the NW1/4 and the SW1/4 of Section 16, Township 2 South, Range 4 West, Salt Lake Base & Meridian, located in Stansbury Park, Tooele County, State of Utah, more particularly described as follows:

Beginning at the northwest corner of STARSIDE PHASE 2-PARCEL 9 P.U.D., according to the Official Plat thereof on file in the Office of the Tooele County Recorder, located S89°42'06"W along the Section line 659.20 feet and S0°17'54"E 830.99 feet from the North ¼ Corner of Section 16, T2S, R4W, S.L.B.& M.; thence along said plat the following 2 (two) courses and distances: S26°42'53"E (plat: S26°43'09"E) 334.32 feet; thence S14°36'51"W (plat: S14°36'35"W) 314.92 feet to the northwest corner of STARSIDE SUBDIVISION Phase 3, according to the Official Plat thereof on file in the Office of the Tooele County Recorder; thence S14°36'56"W (plat: S14°36'40"W) along said plat 395.87 feet; thence S30°23'09"E (plat: S30°23'25"E) along said plat and extension thereof 687.44 feet to the northerly right-of-way line of State Road 138; thence S63°21'12"W along said right-of-way 373.48 feet; thence N30°14'40"W 596.27 feet; thence N85°50'46"W 113.66 feet; thence N78°28'14"W 472.92 feet; thence N30°36'02"W 611.18 feet; thence N62°34'10"E 1,212.48 feet; thence S27°10'09"E 18.60 feet; thence N62°48'02"E 133.44 feet to the point of beginning.

Contains: 28.71+/-  
acres

The legal description for Wild Horse Ranch  
presented is less and accepting this described

28.71 Acre parcel which was donated  
charitably to another entity and is no longer  
part of the Wild Horse Ranch Community.



