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AMENDED AND
RESTATED BYLAWS
OF
EAST RIVERWALK
HOMEOWNERS
ASSOCIATION, INC.

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EXHIBIT A – Legal Description of Property

**AMENDED AND RESTATED BYLAWS
OF
EAST RIVERWALK HOMEOWNERS ASSOCIATION**

These Amended and Restated Bylaws are hereby adopted and established as the Bylaws of the East Riverwalk Homeowners Association, Inc. (the “**Association**”). These Bylaws and any amendments thereto will apply to the Association, and the Property identified on Exhibit A, upon their recording and will bind all present and future Owners and Residents. These Bylaws were adopted by Owners holding at least sixty-seven (67%) of the voting interests of the Association.

**ARTICLE I:
DEFINITIONS AND NOTICE**

- 1.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST RIVERWALK, P.U.D. (the “**Declaration**”), as amended, have the same defined meanings when used in these Bylaws.
- 1.2 **Notice.** Notice as required in these Bylaws will be accomplished as provided for in the Declaration.

**ARTICLE II:
MEETINGS OF THE OWNERS**

- 2.1 **Annual Meetings.**
- (a) Requirement. An annual meeting of the Owners will be held each calendar year.
 - (b) Date and Time. Unless changed by the Board in its sole discretion, the annual meeting of Owners will be held in September of each year. The Board may from time to time change the date and time for the annual meeting of the Owners.
 - (c) Purpose. The annual meeting will be held for the following purposes:
 - (1) Electing members of the Board;
 - (2) So long as required by law, distributing the most recent reserve study and permitting discussion on reserve funding options; and
 - (3) Transacting such other business as may have been properly included in the notice of the meeting. No business may be conducted at an annual meeting other than as provided for in these Bylaws or as indicated in the Notice of the meeting.
 - (d) Approval of Minutes. The minutes of the annual meeting will be approved by the Board within ninety (90) days of the annual meeting.
 - (e) Election of Board Members. If the election of the Board Members whose term has expired cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board will cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient.

2.2 **Special Meetings.**

- (a) Who May Call. Special meetings of the Owners may be called by the Board, the President, or upon the written request of Owners holding not less than thirty-five percent (35%) of the voting interests of the Association.
- (b) Requirements for Request of Owners. Any written request for a special meeting by the Owners will include the signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting. The statement of affirmation and purpose must be on every document containing signatures. Such written request is to state the purpose or purposes of the meeting and must be delivered to the Manager, or the President, who will then call a special meeting, provide notice of the special meeting, and conduct a special meeting within sixty (60) days of receipt of the request that addresses the purpose identified on the request, but no other issues.

2.3 **Place of Meetings.** The Project will be the place for any annual or special meeting unless special circumstances make it unavailable, in which case the meeting will be held at a suitable location designated by the Board that is within ten (10) miles of the Project.

2.4 **Meetings by Telecommunications.** Any or all of the Owners may participate in an annual or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. An Owner participating in a meeting as allowed in this section is considered to be present in person at the meeting. The Board may establish procedures and rules related to this provision as it relates to proxies, verifying attendance, and other aspects of the meeting.

2.5 **Notice of Meetings.** The Board will cause written notice of the time and place, and in the case of a special meeting, the purpose, for all meetings of the Owners, whether annual or special, to be delivered to the Owners, not more than sixty (60) nor less than ten (10) days prior to the meeting.

2.6 **Owners of Record.** For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board may designate a record date, which will not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated prior to sending notice of the meeting, the first date on which a notice of the meeting is sent will be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Property will be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.

2.7 **Quorum.** Unless otherwise required by the Project Documents or statute, at any meeting of the Owners, the presence of Owners represented in person or by proxy will constitute a quorum for the transaction of business.

2.8 **Proxies.** At each meeting of the Owners, each Owner entitled to vote will be entitled to vote in person or by proxy; provided, however, that a proxy may be granted by an Owner only in favor of another Owner or a Mortgagee and the right to vote by proxy will exist only where the instrument authorizing such proxy to act has been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be

executed by any one (1) Owner of such Lot or that Owner's attorney when duly authorized in writing. Such instrument authorizing a proxy to act may set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument will be delivered to the Secretary of the Association or to such other officer or person who has been authorized by the Association to accept proxies at the meeting. Such instrument will be delivered either prior to or at the meeting, but no later than any point after the start of the meeting at which it is announced by the person in charge of the meeting as the final time to deliver proxies.

- 2.9 **Votes.** With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting will have the right to cast, in person, by proxy, or by ballot, the number of votes appertaining to the Lot(s) of such Owner, as shown in the Declaration. The affirmative vote of Owners holding the majority of the voting interests entitled to be cast by the Owners present or represented by proxy or ballot at a meeting at which a quorum was initially present will be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Community Association Act, or the Utah Revised Nonprofit Corporations Act. When more than one Owner holds an interest in a Lot, any Owner may exercise the vote on such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co-Owners of one (1) Lot, no vote will be counted for that Lot but it will be counted for the purposes of establishing a quorum. In no event will fractional votes be exercised in respect to any Lot. An Owner is deemed to be in "good standing" and "entitled to vote" at any annual meeting, at any special meeting of the Association, or through ballot or written consent if, and only if, the Owner has fully paid all due installments of assessments made or levied against the Owner and the Owner's Lot, together with all interest, costs, attorney's fees, fines, and other expenses, if any, properly levied to the Owner and against the Owner's Lot, and has no reported violations of the Project Documents as of the record date fixed for Association business for which the vote will occur.
- 2.10 **Ballots and Written Consent.** The Association may, consistent with the requirements of the Utah Revised Nonprofit Corporation Act, use procedures other than a meeting for obtaining the approvals of Owners, such as written consents to take action without a meeting or mailed ballots. Any Owner may deliver written consent by electronic transmission. A written consent delivered by electronic transmission is considered to be written, signed, and dated for purposes of action without a meeting if the written consent is delivered with the information from which the Association can determine that the written consent was sent by the Owner or the Owner's duly authorized proxy and the date on which the written consent was transmitted.
- 2.11 **Minutes of Meetings.** Minutes will be taken of all meetings of the Owners. The minutes will include, at a minimum: (1) the number of the Owners present at the meeting in person and by proxy; (2) the determination of whether a quorum was achieved; (3) the date of the meeting; (4) the identification of any issue that is voted on or decided in the meeting; (5) the number of votes cast for and against any issue decided upon; and (6) the wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. The Board may keep minutes of meetings of the Board and may require committees formed by the Board to keep minutes of their meetings.

- 2.12 **Electronic and Other Means of Voting.** The Association may utilize online, telephonic, electronic, email, remote, and any other means of Member voting and meetings to the extent not prohibited by the Community Association Act and the Utah Revised Nonprofit Corporation Act.

**ARTICLE III:
BOARD**

- 3.1 **Powers and Duties.** The affairs and business of the Association will be managed by the Board, which will 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 as to be exercised and done by the Association. The Board has the power from time to time to adopt any Rules & Regulations deemed necessary for the enjoyment of the Project provided such Rules and Regulations are not in conflict with the Community Association Act, the Declaration, or these Bylaws. The Board may delegate to one (1) of its Members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent, if any, which might arise between meetings of the Board. Subject to any limitations or provisions contained in the Declaration, the Board is responsible for the following:
- (a) Preparation of an annual budget, in which there is be established the contribution of each Owner to the Common Expenses;
 - (b) Establishing and levying Assessments against Owners to defray the cost and expenses of the Project, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board, the Annual Assessment against each Owner for the Owner's proportionate share of the Common Expenses is to be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.
 - (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Project.
 - (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment are deemed the common property of the Owners.

- (e) Collecting the Assessments against the Owners, depositing the proceeds thereof in a bank depository which it has approved, and using the proceeds to carry out the administration of the Property.
- (f) Making and amending Rules & Regulations respecting the use of the Property.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (i) Enforcing by legal means the provisions of the Project Documents for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.
- (j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.
- (k) Borrowing money.
- (l) Paying the cost of all services rendered to the Project and not billed to Owners of individual Lots.
- (m) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Association, specifying any maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon are to be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that is to be set and announced by the Board for the general knowledge of the Owners. All books and records are to be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, are to be audited every three (3) years by an outside auditor employed by the Board who is a resident of the Project, or an Owner therein. The cost of such audit is to be a Common Expense. A copy of the annual audit report is to be supplied to any first Mortgagee of any Lot in the Project that requests the same in writing from the Secretary.
- (n) To do such other things and acts not inconsistent with the Act or the Project Documents.

3.2 **Number, Tenure, Qualifications, and Election.**

- (a) Number of Members. The Board will be composed of five (5) members.

- (b) Member Requirements. To be on the Board, a person must be an Owner or spouse of an Owner, over the age of eighteen (18) years old and must reside in the Project. If an Owner is an entity or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Board if that person meets the requirements above. Only one Board Member may serve per Lot. Any candidate or member of the Board will, upon a request by any Owner, produce sufficient documentation establishing that person's right to serve on the Board.
- (c) Term. The term of each Board Member will be three (3) years. The terms of the three (3) Board Members will overlap so that at least one (1) new Board Member is elected each year.
- (d) Nominations. Prior to the annual meeting, a request for nominations for open or expiring Board positions may be provided to all Owners. Any Owner may nominate him or herself or another Owner for election to the Board. If any ballot or proxy with names of candidates or other information is sent out to Owners or otherwise published by the Association prior to the annual meeting, any Owner properly nominated prior to the date the information is sent out or published will be included in any such information. Nominations may be submitted prior to or at the annual meeting or any subsequent meeting at which the election is held, and any Owner may submit that person's own name or the name of any other willing and otherwise qualified person to be added to the ballot for election of Board Members and such person will be added to the names of candidates. If the name of a person is submitted prior to the meeting or who is not in attendance at the meeting, it must be submitted with a written statement from that person indicating the person is willing to serve. Nominations may be submitted in person from the floor of any meeting in which Board elections are held. Only persons who have been properly nominated may be elected to the Board.
- (e) Disqualification. If any Board Member is alleged not to meet the qualification requirements in the Declaration or these Bylaws and any Board Member is notified of or discovers this alleged lack of qualification, the Board will promptly investigate and verify whether the Board Member is qualified or not, and during this period will not make any further decisions. If the Board Member is not qualified, the Board Member's membership on the Board will terminate automatically retroactive to the date that written notice of an alleged lack of qualification was provided to the Association or, if no notice was provided, to the date that the Board established that the Board Member was not qualified. If a Board Member becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the Board, the decisions and actions of the Board and that Board Member are not subject to challenge on this basis up to the time that the Association is notified in writing as provided for in this section or until the Board Member is disqualified if no such notice is provided.
- (f) Removal for Failure to Participate. If any Board Member fails to appear (in person or by some other means allowing for participation) at four (4) successive regular Board meetings or fifty percent (50%) or more of the regular meetings within the preceding twelve (12) months, after having

received proper notice of the meetings and after the Board has attempted in good faith to schedule meetings consistent with all of the Board Members' schedules, the other Board Members may by unanimous vote, except for the Board Member to be removed, remove that Member and appoint a new Member.

3.3 **Board Meetings.**

- (a) Regular Meetings. The Board will hold regular meetings at least quarterly, and more often at the discretion of the Board.
- (b) Who Is Entitled to Attend. Board Members may attend all meetings. Owners may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners will comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board.
- (c) Notice to Owners. The Association is required to provide notice of Board meetings only to those Owners who request notice of a Board meeting from either a Board Member or the Manager and provide a valid email address at which the Owner will receive such notice. Any Owner who has requested notice of Board meetings will be given notice along with the Board Members.
- (d) Owner Comments at Board Meetings. At each meeting of the Board, the Board will provide each Owner who wishes to speak a reasonable opportunity to offer comments. The Board may select a specific time period during the meeting and limit Owner comments to such a time period. The Board may set a reasonable length of time that each Owner may speak.
- (e) Attendance by Telephone or other Electronic Means. The Board may allow attendance and participation at any meeting of the Board by telephone or any other electronic means that allows for the Board Members to communicate orally in real time including, but not limited to, means such as web conferencing, video conferencing, or telephone conferencing. If the Board meets by electronic communication, the Board must provide information necessary to allow any Owner who has requested notice of Board meetings the ability to participate by the available means of electronic communication. A person participating by these means is considered to be present in person at the meeting.
- (f) Special Meetings. Special meetings of the Board may be called by or at the request of any two (2) Board Members or the President of the Association. Notice of any special meeting of the Board will be given at least five (5) days prior thereto to each Board Member.
- (g) Quorum and Manner of Acting. A majority of the then authorized number of Board Members constitutes a quorum for the transaction of business at any meeting of the Board. The Board has the authority to approve minutes of the annual meeting. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members will be the act of the Board. The Board Members may act only as a Board, and individual Members have no powers to act on behalf of the Board unless the Board

has delegated such authority to the individual Member(s) for a specific purpose.

- (h) Place and Notice of Meetings. The Project will be the place for any Board meeting unless special circumstances make it unavailable, in which case the meeting will be held at a suitable location designated by the Board that is within ten (10) miles of the Project. All Board Members will be given at least ten (10) days' notice of Board meetings unless the meeting is at a regularly scheduled time and date of which each Board Member has received notice. Owners requesting notice of a meeting by email will be provided such notice at least forty-eight (48) hours before the meeting. No notice is required to Owners of a Board meeting if: (1) the meeting is to address an emergency; and (2) each Board Member receives notice of the meeting less than forty-eight (48) hours before the meeting.
- (i) Executive Session.
 - (1) The Board or any other committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. If they enter executive session, they will discontinue any executive session by motion and a vote.
 - (2) The Board may hold executive sessions to:
 - (i) consult with an attorney for the purpose of obtaining legal advice;
 - (ii) discuss and make decisions with respect to ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
 - (iii) discuss a matter relating to contract negotiations and purchases related to the Association, including review of a bid or proposal;
 - (iv) discuss an Association employee or personnel matter, including reviews, discipline issues, termination issues, employee salary issues, and the terms of employment;
 - (v) discuss a delinquent assessment or fine; or
 - (vi) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy.
 - (3) The discussions in executive session are confidential and will not be disclosed to anyone outside of the meeting, except as authorized by the Board.
 - (4) Documents analyzed in executive session may be confidential for other reasons provided for by law or in the Governing Documents, but they are not confidential merely as a result of having been discussed or presented in executive session.
 - (5) The minutes of the meeting at which an executive session is held, if kept, will include:

- (i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: “to discuss the terms of a management contract with XYZ Company,” or “to discuss the pending litigation with XYZ”; and
 - (ii) Any decisions made during executive session.
- (6) Care will be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of the Board Members.

3.4 **Informal Action and Action by Board Members without a Meeting.**

- (a) Action Without a Meeting. Any action that is required or permitted by law or the Governing Documents to be taken at a Board meeting may be taken without a meeting if:
- (1) all Board Members consent to the action by signing a writing (i.e., via letter or electronic transmission) describing the action taken, unless, before that time, any Member revokes his or her consent by a writing signed by the Member and received by the Secretary; or
 - (2) the affirmative votes in writing for the action received by the Association and not revoked equal or exceed the minimum number of votes that would be required to take the action at a meeting at which all Board Members then in office were present and voted; provided that after notice is transmitted in writing to each Board Member, each Board Member by the time stated in the notice:
 - (i) signs a writing for such action, signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and
 - (ii) fails to demand in writing that action not be taken without a meeting.
- (b) Notice. The notice under Section 3.4(a)(2) must state, at a minimum:
- (1) the action to be taken;
 - (2) the time by which the Board Member must respond to the notice; and
 - (3) that failure to respond by the time stated in the notice will have the same effect as: (1) abstaining in writing by the time stated in the notice, and (2) failing to demand in writing by the time stated in the notice that the action not be taken without a meeting.
- (c) Revocation. A Board Member who in writing has consented, voted, abstained, or demanded action not be taken without a meeting may revoke the consent, vote, abstention, or demand in a writing received by the Association by the time stated in the notice contemplated in Section 3.4(b).
- (d) Means for Taking Action Without a Meeting. The Board may utilize online, telephonic, electronic, email, remote, and any other means of

Board Member voting to the extent not prohibited by the Act and the Utah Revised Nonprofit Corporation Act.

- (e) Effective Date of Action Without a Meeting. An action approved of pursuant to Section 3.4(a)(1) is effective at the time the last Board Member signs a writing describing the action taken, unless the Board establishes a different effective date. An action approved pursuant to Section 3.4(a)(2) is effective at the end of the time stated in the notice transmitted, unless the notice states a different effective date.
- (f) Same Effect as Action Taken at a Meeting. Action taken pursuant to this section has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Board Members in any document.
- (g) For purposes of this section:
 - (1) “**Signed**” or “**signature**” is any indication on the document, whether paper or electronic, that the document is from and consented to by the person who is purported to have sent it. For example, a typed name at the bottom of an email satisfies the requirement for a signature.
 - (2) “**Writing**” refers to an email, letter, text, facsimile, or any other physical or electronic document.
 - (3) Communications may be by email, facsimile, hand delivery, mail, or other electronic or physical means.
 - (4) Any response to any communication via electronic transmission will be:
 - (i) to the address of the sender using the same address and means of communication as was used to send the request for consent of an action, such as email, facsimile, or hand delivery; or
 - (ii) to any address in regular use, electronic, telephonic, or physical, by the person sending the request.
- (h) A communication satisfies the requirement to “describe the action taken” if:
 - (1) it is in the form of an email and it includes with the email the content of prior emails in the email chain that describes or includes the proposed action;
 - (2) it is in the form of a facsimile and it includes, either as a separate page or on the page in which a response is given, the request for action or a description of the proposed action; or
 - (3) the writing from the Board Member sufficiently describes or restates the proposed action.

3.5 **Compensation.** No Board Member will receive compensation or discount in assessments for any services that the Board Member renders to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in the performance of his or her duties as a Board Member to the extent such expenses are approved by the Board.

- 3.6 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to any other Member of the Board or to any Manager. Unless otherwise specified therein, such resignation will take effect upon delivery. An oral resignation attempt is not effective. Any Board Member may be removed and replaced at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the voting interests of the Association. This vote must be taken at a special meeting of the Owners called for that purpose. If the Owners vote to remove all of the Board Members, they will immediately thereafter and at the same meeting elect new Board Members using the procedures normally applicable for election of Board Members at an annual meeting. If the Owners vote to remove less than all of the Board Members, the Owners may vote to elect replacement Board Members at the special meeting. If the Owners vote to remove less than all of the Board Members and either due to inadvertence or choice do not elect replacements at the special meeting, the remaining Board Members, by majority vote, will appoint replacement Board Members for the remainder of the term of the Board Members who were removed.
- 3.7 **Vacancies other than by Removal by Owners.** If vacancies occur in the Board by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Board Member, the Board Members then in office will continue to act, and such vacancies will be filled by a vote of the Board Members then in office, even though less than a quorum may be available. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy will serve for the unexpired term of his or her predecessor.

ARTICLE IV: OFFICERS

- 4.1 **Officers.** The officers of the Association will be a President, Vice President, Secretary, and Treasurer.
- 4.2 **Election, Tenure, and Qualifications.** The officers of the Association will be chosen by the Board annually at the first meeting of the Board following the annual meeting and thereafter at any time. Each such officer will hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices may act in or execute any instrument in the capacity of more than one (1) office. All officers must be Board Members during the entire term of their respective offices.
- 4.3 **Resignation and Removal.** Any officer may resign any officer position at any time by delivering a written resignation to any Board Member or any Manager. Unless otherwise specified therein, such resignation will take effect upon delivery. At any time, the Board may appoint new or different officers, with or without cause.
- 4.4 **Vacancies and Newly Created Offices.** If any vacancy occurs by any cause, such vacancies may be filled by the Board at any regular or special Board meeting. During the time that any office is vacant and no other officer is available to perform the duties of that office as required below, the Board will ensure that the duties and responsibilities of the office are performed.

- 4.5 **The President.** The President presides at meetings of the Board and at meetings of the Owners. At all meetings, the President has all authority typically granted to the person presiding over a meeting including but not limited to: (1) the right to control the order of the meeting; (2) the right to arrange for the removal of any disruptive persons who may include but not be limited to any person who: (a) refuses to abide by rules or requests of the presiding person related to the order of the meeting and when speaking is permitted; or (b) engages in vulgar, threatening, or otherwise inappropriate language or gestures; (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in “Robert’s Rules of Order” or “The Modern Rules of Order”; and (4) the right to designate the Manager or any other person to preside over any meeting at which the President is present. Unless otherwise delegated by the President or directed by the Board, the President signs on behalf of the Association all conveyances, mortgages, documents, and contracts, and will do and perform all other acts and things as required by the Board. The President has the general authority to implement decisions of the Board and oversee the operations of the Association. The President has authority in case of emergency to take action without Board approval as is necessary and prudent to preserve and protect the Property. The President is responsible for the duties of any other office while that office is vacant.
- 4.6 **The Vice President.** The Vice President acts in the place and stead of the President in the event of the President’s resignation, absence, inability, or refusal to act. The Vice President performs such other duties as required by the Board.
- 4.7 **The Secretary.** The Secretary keeps the minutes of the Association and maintains such books and records as these Bylaws, the Declaration, the law, or any resolution of the Board which the Board may require such person to keep. The Secretary also acts in the place and stead of the President in the event of the President and Vice President’s resignation, absence, inability, or refusal to act. The Secretary performs such other duties as required by the Board.
- 4.8 **The Treasurer.** The Treasurer has the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, reports the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer has the authority and obligation to generally implement the requirements of the Governing Documents as they relate to the funds of the Association including the requirement to obtain a review by an independent accountant every three (3) years and the preparation and filing of appropriate tax returns. The Treasurer also acts in the place and stead of the President in the event of the President, Vice President, and Secretary’s resignation, absence, inability, or refusal to act. The Treasurer performs such other duties as required by the Board.
- 4.9 **Compensation.** No officer may receive compensation or discount in assessments for any services that he or she may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE V: SUB-COMMITTEES

- 5.1 **Designation of Committees.** The Board may from time to time designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated

hereunder may include at least one (1) Board Member. A committee will not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

- 5.2 **Proceedings of Committees.** Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. If required by the Board, each such committee will keep a record of its proceedings and will regularly report such proceedings to the committee.
- 5.3 **Quorum and Manner of Acting.** The Board may establish any procedural or quorum requirements for voting by the committee. The members of any committee designated by the Board hereunder will act only as a committee, and the individual members thereof have no powers, as such. A committee may exercise the authority granted by the Board.
- 5.4 **Resignation and Removal.** Any committee member may resign at any time by delivering a written resignation to any Board Member or any presiding officer of the Board. Unless otherwise specified therein, such resignation will take effect upon delivery. The Board may at any time, with or without cause, remove any member of any committee.
- 5.5 **Vacancies.** If any vacancy occurs in any committee due to disqualification, death, resignation, removal, or otherwise, the remaining members will, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. A vacancy may be filled at any meeting of the Board.

ARTICLE VI: INDEMNIFICATION

- 6.1 **Indemnification.** No Board Member, officer, or member of a committee will be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member, officer, or committee member performed for or on behalf of the Association. The Association will indemnify against all liabilities and losses and defend each person who serves at any time as a Board Member, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, losses, and liabilities to which such persons may become subject, by reason of that person having heretofore or hereafter been a Board Member, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him or her as such Board Member, officer, or committee member, and will advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided, however, that the Association has the right, in its sole discretion, to defend such person from all suits or claims; provided further, however, that no such person will be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section 6.1 will not exclude any other right to which such person may lawfully be entitled, nor will anything herein contained restrict the right of the Association to indemnify or reimburse such Person in any proper case, even though not specifically provided for herein or otherwise permitted.

- 6.2 **Other Indemnification.** The indemnification herein provided will not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any statute, agreement, vote of disinterested Board Members, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. The indemnification herein provided continues as to any person who has ceased to be a Board Member, officer, committee member, or employee, and inures to the benefit of the heirs, executors, and administrators of any such person.
- 6.3 **Settlement by Association.** The right of any person to be indemnified will be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII: AMENDMENTS

- 7.1 **Amendments.** Except as otherwise provided herein, these Bylaws may be amended by the affirmative approval of Owners holding voting interests totaling at least fifty percent (50%) of the total voting interest of the Association. The approval required to amend the Bylaws may be obtained by ballot, vote, or any other means allowed by law. The approval of any one Owner of a Lot is sufficient if there are multiple Owners of the Lot
- 7.2 **Execution of Amendments.** Upon obtaining the required vote, an amendment will be signed by the President of the Association, who will certify that the amendment has been properly adopted as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the Declaration will be effective when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

ARTICLE VIII: WAIVER OF IRREGULARITIES

- 8.1 **Waiver of Procedural Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining persons present, in the method of making decisions, or in the method of accepting or counting votes will be deemed waived under the following circumstances:
- (a) If the objecting person was in attendance at the meeting, they are waived if no objection to the particular procedural issue was made at the meeting.
 - (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection to the particular procedural issue is made within thirty (30) days of the date the meeting was held.
 - (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within thirty (30) days of the date of the meeting.
 - (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within

sixty (60) days of the objecting person's receipt of actual or constructive notice of the action, vote, or decision that is the subject of the particular procedural issue.

- (e) For any action, vote, or decision that occurred without a meeting, they are waived if no objection to the particular procedural issue is made within ninety (90) days of the objecting person's receipt of actual or constructive notice of the occurrence of the action, vote, or decision that is the subject of the particular procedural issue.

8.2 **Requirements for Objections.** All objections except those made at a meeting must be in writing. Whenever made, objections must be specific and include identification of the specific provision of the Governing Documents or law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

8.3 **Irregularities That Cannot Be Waived.** The following irregularities cannot be waived under the prior subsection:

- (a) any failure to comply with the provisions of the Declaration;
- (b) any failure to obtain a proper quorum; and
- (c) any failure to obtain the proper number of votes, consents, or approvals required to take a particular action.

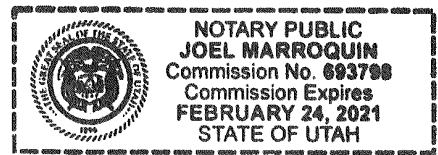
The Bylaws are adopted by the Association as of the 10th day of NOVEMBER 2017.

EAST RIVERWALK HOMEOWNERS ASSOCIATION, INC:

Jonathan Rhett Bolton
By: [Signature]
Its: President

AMY STAYER
By: [Signature]
Its: Secretary

STATE OF UTAH)
 :ss.
County of Salt Lake)



On this 10th day of NOVEMBER, 2017, personally appeared before me Amy Kay Stayer and Jonathan Bolton who being by me duly sworn, did say that he/she is President and Secretary of Association, respectively, and authorized to execute this Declaration.

[Signature]
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Phase 1

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007P at Page 169 in the Salt Lake County Recorder's Office, said portion being more particularly described as follows:

Beginning at a point on the Southerly Boundary Line of said River Walk at Bingham Junction Lot 3 & Open Space Amended, said point being also on the Northerly Right-of-Way Line of River Walk Drive, said point being also N00°18'00"E 510.58 Feet along the Section Line, and West 936.10 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian: and running thence along the Boundary Line of said River Walk at Bingham Junction Lot 3 & Open Space Amended, the following three (3) courses: (1) Northwesterly 212.63 feet along the arc of a 230.00 foot radius curve to the left, chord bears N71°09'33"W 205.14 feet, (2) N12°01'27"W 318.76 feet, (3) West 163.37 feet; thence North 87.00 feet; thence East 3.56 feet; thence North 124.62 feet; thence East 188.00 feet; thence S86°30'15"E 23.39 feet; thence S89°57'00"E 194.57 feet; thence South 135.15 feet; thence East 25.72; thence S00°18'55"W 433.94 feet; thence S25°09'02"W 20.94 feet to the Point of Beginning.

Contains 165,422 SF or 3.798 AC.

Parcel Nos. Phase 1

| Lot | Parcel No. | | |
|------------|-------------------|-------------|---------------|
| 101 | 21-23-451-105 | 115 | 21-23-476-024 |
| 102 | 21-23-477-020 | 116 | 21-23-476-023 |
| 103 | 21-23-477-021 | 117 | 21-23-476-022 |
| 104 | 21-23-477-022 | 118 | 21-23-477-019 |
| 105 | 21-23-477-024 | 119 | 21-23-477-018 |
| 106 | 21-23-477-025 | 120 | 21-23-477-017 |
| 107 | 21-23-477-027 | Common (ST) | 21-23-477-031 |
| 108 | 21-23-477-028 | Common | 21-23-477-023 |
| 109 | 21-23-477-029 | Common | 21-23-477-026 |
| 110 | 21-23-476-029 | Common | 21-23-477-030 |
| 111 | 21-23-476-028 | Common | 21-23-476-030 |
| 112 | 21-23-476-027 | Common | 21-23-476-021 |
| 113 | 21-23-476-026 | Common | 21-23-477-016 |
| 114 | 21-23-476-025 | Common | 21-23-476-031 |

Phase 2

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder’s Office, said portion being particularly described as follows:

Beginning at a point on the Southerly Boundary Line of said Lot 38 of River Walk at Bingham Junction Lot 3 & Open Space Amended, said point being also N00°18’00”E 887.30 feet, along the Section Line and West 1362.00 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the Southerly, Westerly and Northerly Boundary Lines of said Lot 3B at River Walk at Bingham Junction Lot 3 & Open Space Amended, the following three (3) courses: (1) West 199.73 feet, (2) N00°31’16”W 410.75 feet, (3) N89°28’44”E 311.04 feet; thence South 201.93 feet to the Northerly Boundary Line of East Riverwalk, Parcel 1, Phase 1 as shown on the plat recorded in Book 2010P at Page 95 in the Salt Lake County Recorder’s Office; thence, along said Northerly and the Westerly Boundary Line of said East Riverwalk, Parcel 1, Phase 1, the following four (4) courses; (1) West 104.00 feet, (2) South 123.07 feet, (3) West 3.56 feet, (4) South 88.55 feet to the Point of Beginning.

Contains 105,097 SF or 2.41 AC.

Parcel Nos. Phase 2

| Lot | Parcel No. | | |
|------------|-------------------|--------|---------------|
| 201 | 21-23-451-151 | 214 | 21-23-451-158 |
| 202 | 21-23-451-152 | 215 | 21-23-451-162 |
| 203 | 21-23-451-153 | 216 | 21-23-451-161 |
| 204 | 21-23-451-154 | 217 | 21-23-451-160 |
| 205 | 21-23-451-163 | 218 | 21-23-451-159 |
| 206 | 21-23-451-164 | 219 | 21-23-451-156 |
| 207 | 21-23-451-165 | 220 | 21-23-451-155 |
| 208 | 21-23-451-166 | Common | 21-23-451-171 |
| 209 | 21-23-451-169 | Common | 21-23-451-172 |
| 210 | 21-23-451-170 | Common | 21-23-451-173 |
| 211 | 21-23-451-168 | Common | 21-23-451-174 |
| 212 | 21-23-451-167 | Common | 21-23-451-175 |
| 213 | 21-23-451-157 | | |

Phase 3

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point being N00°18'00"E 963.48 feet, along the Section Line, and West 817.91 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 135.00 feet; thence North 135.15 feet; thence N89°57'00"W 194.57 feet; thence N86°30'15"W 23.39 feet; thence West 84.00 feet; thence North 201.93 feet; thence N89°28'44"E 480.64 feet; thence S00°18'00"W 208.06 feet; thence N89°57'00"W 42.61 feet; thence South 135.03 feet to the point of Beginning.

Contains: 116,838 SF or 2.68 AC.

Parcel Nos. Phase 3

| Lot | Parcel No. | | |
|------------|-------------------|--------|---------------|
| 301 | 21-23-477-032 | 315 | 21-23-477-047 |
| 302 | 21-23-477-033 | 316 | 21-23-477-049 |
| 303 | 21-23-477-034 | 317 | 21-23-477-048 |
| 304 | 21-23-477-035 | 318 | 21-23-477-046 |
| 305 | 21-23-477-036 | 319 | 21-23-477-044 |
| 306 | 21-23-477-037 | 320 | 21-23-477-045 |
| 307 | 21-23-477-038 | 321 | 21-23-476-034 |
| 308 | 21-23-477-039 | 322 | 21-23-476-034 |
| 309 | 21-23-477-040 | 323 | 21-23-476-035 |
| 310 | 21-23-477-041 | Common | 21-23-477-052 |
| 311 | 21-23-477-042 | Common | 21-23-477-053 |
| 312 | 21-23-477-043 | Common | 21-23-477-054 |
| 313 | 21-23-477-051 | Common | 21-23-477-055 |
| 314 | 21-23-477-050 | Common | 21-23-477-056 |

Phase 4

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point being N00°18'00"E 892.02 feet, along the Section Line, and West 468.99 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and meridian; thence N89°42'00"W 107.02 feet; thence N0°18'00"E 7.00 feet; thence N89°42'00"W 149.01 feet; thence N0°18'27"E 57.12 feet; thence West 92.90 feet; thence North 135.03 feet; thence S89°57'00"E 42.61 feet; thence N0°18'00"E 208.06 feet; thence N89°28'44"E 307.02 feet; thence S0°17'47"W 411.31 feet to the Point of Beginning.

Contains: 126,996 SF or 2.91 AC.

Parcel Nos. Phase 4

| Lot | Parcel No. | | |
|------------|-------------------|--------|---------------|
| 401 | 21-23-477-061 | 415 | 21-23-477-065 |
| 402 | 21-23-477-062 | 416 | 21-23-477-066 |
| 403 | 21-23-477-069 | 417 | 21-23-477-064 |
| 404 | 21-23-477-070 | 418 | 21-23-477-063 |
| 405 | 21-23-477-071 | 419 | 21-23-477-060 |
| 406 | 21-23-477-072 | 420 | 21-23-477-059 |
| 407 | 21-23-477-073 | 421 | 21-23-477-058 |
| 408 | 21-23-477-074 | 422 | 21-23-477-057 |
| 409 | 21-23-477-075 | Common | 21-23-476-038 |
| 410 | 21-23-477-076 | Common | 21-23-477-077 |
| 411 | 21-23-477-068 | Common | 21-23-477-078 |
| 412 | 21-23-477-067 | Common | 21-23-477-079 |
| 413 | 21-23-476-037 | Common | 21-23-477-080 |
| 414 | 21-23-476-036 | Common | 21-23-477-081 |

Phase 5

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007 P at Page 169 in the Salt Lake County Recorder's Office, said portion being particularly described as follows:

Beginning at a point being N00°18'00"E 713.02 feet, along the Section Line, and West 468.98 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N89°42'00"W 87.03 feet; thence N78°23'24"W 20.40 feet; thence N89°42'00"W 98.04 feet; thence S0°18'27"W 67.30 feet; thence N89°41'33"W 51.00 feet; thence 15.83 feet along the arc of a 28.00 foot radius non-tangent curve to the left, chord bears N73°29'33"W 15.62 feet; thence N89°41'06"W 103.21 feet; thence N0°18'55"E 10.00 feet; thence N69°41'06"W 84.00 feet; thence N0°18'55"E 296.94 feet; thence East 202.17 feet; thence S0°18'27"W 57.12 feet thence S89°42'00"E 149.01 feet; thence S0°18'00"W 7.00 feet; thence S89°42'00"E 107.02 feet; thence S0°17'47"W 185.00 feet to the Point of Beginning.

Contains 112,562 SF or 2.58 AC.

Parcel Nos. Phase 5

| Lot | Parcel No. | | | | |
|------------|-------------------|-----|---------------|-------------|---------------|
| 501 | 21-23-476-041 | 511 | 21-23-476-048 | Common (ST) | 21-23-476-055 |
| 502 | 21-23-476-042 | 512 | 21-23-476-049 | Common | 21-23-476-040 |
| 503 | 21-23-476-043 | 513 | 21-23-477-083 | Common | 21-23-476-047 |
| 504 | 21-23-476-044 | 514 | 21-23-477-084 | Common | 21-23-476-054 |
| 505 | 21-23-476-045 | 515 | 21-23-477-087 | Common | 21-23-477-082 |
| 506 | 21-23-476-046 | 516 | 21-23-477-088 | Common | 21-23-477-085 |
| 507 | 21-23-476-052 | 517 | 21-23-477-093 | Common | 21-23-477-086 |
| 508 | 21-23-476-053 | 518 | 21-23-477-092 | Common | 21-23-477-089 |
| 509 | 21-23-476-051 | 519 | 21-23-477-091 | | |
| 510 | 21-23-476-050 | 520 | 21-23-477-090 | | |

Phase 6- East

Beginning at a point being N00°18'00"E 308.34 feet, along the Section Line, and West 468.95 feet from the Southeast Corner of Section 23, Township 2 South, range 1 West, Salt Lake Base and Meridian; thence N89°43'55"W 52.75 feet; thence 40.66 feet along the arc of a 30.00 foot radius curve to the right, chord bears N39°58'30"W 117.45 feet; thence 89.25 feet along the arc of a 75.00 foot radius curve to the right, chord bears N33°47'03"W 84.08 feet; thence N00°18'27"E 224.59 feet thence S89°42'00"E 98.04 feet; thence S78°23'24"E 20.40 feet; thence S89°42'00"E 87.03 feet; thence S00°17'47"W 403.39 feet to the Point of Beginning.

Contains: 70,411 SF or 1.62 AC.

Parcel Nos. Phase 6 East

| Lot | Parcel No. | | |
|------------|-------------------|-------------|---------------|
| 608 | 21-23-477-095 | 618 | 21-23-477-101 |
| 609 | 21-23-477-096 | 619 | 21-23-477-100 |
| 610 | 21-23-479-002 | 620 | 21-23-477-099 |
| 611 | 21-23-479-003 | 621 | 21-23-477-098 |
| 612 | 21-23-479-004 | Common (ST) | 21-23-479-007 |
| 613 | 21-23-479-005 | Common | 21-23-477-106 |
| 614 | 21-23-477-105 | Common | 21-23-479-006 |
| 615 | 21-23-477-104 | Common | 21-23-479-001 |
| 616 | 21-23-477-103 | Common | 21-23-477-094 |
| 617 | 21-23-477-102 | Common | 21-23-477-097 |

Phase 6- West

Beginning at a point on the Northerly Right-of-Way Line of River Walk Drive, said point being also N00°18'00"E 309.03 feet along the Section Line, and West 616.79 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N89°43'55"W 8.84 feet; thence 212.33 feet along the arc or a 270.00 foot radius curve to the right, chord bears N67°12'12"W 206.90 feet; thence N44°40'29"W 168.81 feet, to the Easterly Boundary Line of the East Riverwalk, Parcel , Phase 1, as shown on the plat recorded in Book 2010P at Page 95 in the Salt Lake County Recorder's Office; thence, along said Easterly Boundary Line, the following two (2) courses: (1) N25°09'02"E 20.94 feet, (2) N00°18'55"E 137.00 feet; thence S89°41'05"E 84.00 feet; thence S00°18'55"W 10.00 feet; thence S89°41'05"E 103.21 feet; thence 15.83 feet along the arc of a 28.00 foot radius curve to the right chord bears S73°29'33"E 15.62 feet; thence S00°18'27"W 157.29 feet; thence 149.94 feet along the arc of a 126.00 foot radius curve to the left, chord bears S33°47'03"E 141.25 feet; thence 65.40 feet along the arc of a 74.50 foot radius curve to the right, chord bears S42°43'33"E 63.32 feet; thence 28.04 feet along the arc of a 15.00 foot radius curve to the right, chord bears S35°58'45"W 24.13' to the Point of Beginning.

Contains: 60,939 SF or 1.40 AC.

Parcel Nos. Phase 6 West

| Lot | Parcel No. |
|-------------|-------------------|
| 601 | 21-23-476-059 |
| 602 | 21-23-476-060 |
| 603 | 21-23-476-061 |
| 604 | 21-23-480-003 |
| 605 | 21-23-480-005 |
| 606 | 21-23-480-002 |
| 607 | 21-23-480-004 |
| Common (ST) | 21-23-480-007 |
| Common | 21-23-476-062 |
| Common | 21-23-480-001 |
| Common | 21-23-480-006 |