

AFTER RECORDING RETURN TO:

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BEACON POINTE, A RESIDENTIAL COMMUNITY**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEACON POINTE, A RESIDENTIAL COMMUNITY**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 1

“Act” 1

“Architectural Review Committee” 1

“Articles of Incorporation” 2

“Assessment(s)” 2

“Base Assessment(s)” 2

“Beacon Pointe Community Plan” 2

“Board” 2

“Bylaws” 2

“City” 2

“COA” 2

“Common Expense(s)” 2

“Community-Wide Standard(s)” 2

“Declarant” 2

“Declarant Affiliate” 2

“Declarant Control Period” 3

“Declaration” 3

“Design Guidelines” 3

“Effective Date” 3

“Governing Documents” 3

“Improvement(s)” 3

“Law(s)” 3

“Lot(s)” 3

“Maintenance Area(s)” 3

“Master Association” 3

“Minor Improvement Committee” or “MIC” 3

“Minor Improvements” 3

“Mortgage” 3

“Mortgagee” 3

“Neighborhood(s)” 3

“Neighborhood Association” 3

“Neighborhood Declaration(s)” 4

“Open Space Maintenance Agreement” 4

“Owner(s)” 4

“Parcel” 4

“Person(s)” 4

“Plat” 4

“Project” 4

“Real Property” 4

“Reinvestment Fee Covenant” 4

“Reinvestment Fees” 4

“Related Party(ies)” 4

“Reviewer” 4

“Service Areas” 4

“Special Assessment(s)” 4

“Supplement” 4
 “Village(s)” 5

ARTICLE 2 DECLARATION..... 5
 Section 2.1 Scope and Applicability 5
 Section 2.2 Additional Covenants..... 5
 Section 2.3 Conflicts 5
 Section 2.4 No Condominium Association 5
 Section 2.5 Readjustment of Lot Boundaries..... 5
 Section 2.6 Excluded Property 6

ARTICLE 3 COMMUNITY ADMINISTRATION 6
 Section 3.1 Declarant 6
 Section 3.2 Declarant Control Period..... 6
 Section 3.3 Master Association..... 6
 Section 3.4 The Board..... 7
 Section 3.5 Owners 7
 Section 3.6 Neighborhood Associations 7
 Section 3.7 Mortgagees..... 7

ARTICLE 4 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS..... 7
 Section 4.1 Membership..... 7
 Section 4.2 Class of Membership..... 8
 Section 4.2.1 Class “A” Member 8
 Section 4.2.2 Class “B” Member 8
 Section 4.3 Voting..... 8
 Section 4.4 Suspension of Voting Rights..... 8
 Section 4.5 Appurtenant Right..... 8

ARTICLE 5 COMMUNITY STRUCTURE AND ORGANIZATION..... 8
 Section 5.1 Designation of Properties Comprising the Project..... 8
 Section 5.1.1 Lots..... 8
 Section 5.1.2 Maintenance Areas..... 8
 Section 5.2 Neighborhoods 8
 Section 5.3 Service Areas 9

ARTICLE 6 ARCHITECTURAL AND LANDSCAPE CONTROL..... 9
 Section 6.1 General 9
 Section 6.2 Design Review Authority..... 9
 Section 6.2.1 Declarant 9
 Section 6.2.2 Architectural Review Committee..... 9
 Section 6.3 Guidelines and Procedures 10
 Section 6.3.1 Design Guidelines 10
 Section 6.3.2 Reviewer 10
 Section 6.3.3 Procedures 10
 Section 6.3.4 Appeals Process 11
 Section 6.4 No Waiver of Future Approvals..... 11
 Section 6.5 Variances..... 11
 Section 6.6 Limitation of Liability 11
 Section 6.7 Minor Improvements..... 12
 Section 6.7.1 Minor Improvement Committee..... 12

Section 6.7.2 Minor Improvement Procedures..... 12

Section 6.7.3 No Waiver of Future Approvals..... 12

Section 6.7.4 Variances..... 12

Section 6.7.5 Limitation of Liability..... 12

Section 6.8 Certificate of Compliance 13

ARTICLE 7 MAINTENANCE, REPAIR, AND REPLACEMENT 13

Section 7.1 Maintenance by Owners..... 13

Section 7.2 Responsibility for Repair and Replacement..... 13

Section 7.3 Maintenance and Repair of Party Walls and Similar Structures 14

Section 7.4 Maintenance Areas..... 14

Section 7.4.1 By Master Association 14

Section 7.4.2 By Neighborhood Association 14

Section 7.4.3 By Declarant..... 14

ARTICLE 8 PERMITTED USES AND OCCUPANCY 15

Section 8.1 Use and Occupancy..... 15

Section 8.1.1 Residential and Related Uses 15

Section 8.1.2 Lease Agreements 15

Section 8.1.3 Subdivision and Combination of Lots..... 16

Section 8.1.4 Timesharing..... 16

Section 8.2 Quiet Enjoyment 16

Section 8.3 Use of Maintenance Areas 16

Section 8.4 Rulemaking Authority and Procedures 16

Section 8.4.1 Board Authority 16

Section 8.4.2 Membership Authority 16

Section 8.4.3 Notice 16

Section 8.5 Protection of Owners..... 17

Section 8.5.1 Similar Treatment..... 17

Section 8.5.2 Household Composition..... 17

Section 8.5.3 Activities Within Dwellings..... 17

Section 8.5.4 Abridging Existing Rights..... 17

Section 8.6 Signs..... 17

Section 8.7 Nuisances; Violation Constitutes a Nuisance..... 17

Section 8.8 Owners’ Acknowledgment and Notice to Purchasers..... 17

ARTICLE 9 COMPLIANCE AND ENFORCEMENT 17

Section 9.1 Compliance 18

Section 9.2 Remedies for Non-Compliance..... 18

Section 9.2.1 Sanctions Requiring Prior Notice and Hearing 18

Section 9.2.2 Other Sanctions 18

Section 9.2.3 Neighborhood Associations 19

Section 9.2.4 Board Decision to Pursue Enforcement Action 19

Section 9.2.5 Attorneys’ Fees and Costs..... 19

ARTICLE 10 PROPERTY MANAGEMENT..... 19

Section 10.1 Acceptance and Control of Maintenance Areas 19

Section 10.1.1 Transfers and Conveyances by Declarant 19

Section 10.1.2 Management and Control..... 19

Section 10.2 Maintenance Areas..... 20

ARTICLE 11 INSURANCE.....20
 Section 11.1 Master Association Insurance 20
 Section 11.1.1 Insurance Policies..... 20
 Section 11.1.2 Deductibles..... 20
 Section 11.1.3 Policy Requirements 21
 Section 11.1.4 Insurance Premiums; Deductible 21

ARTICLE 12 ASSOCIATION FINANCES 21
 Section 12.1 Assessments 21
 Section 12.1.1 Creation of Assessments 22
 Section 12.1.2 Computation of Base Assessment..... 23
 Section 12.1.3 Special Assessments..... 24
 Section 12.1.4 Reinvestment Fee Covenant..... 24
 Section 12.1.5 Payment; Waiver..... 24
 Section 12.1.6 Reserve Budget and Capital Contribution..... 24
 Section 12.1.7 Date of Commencement of Assessments 24
 Section 12.1.8 Written Statement of Unpaid Assessment..... 24
 Section 12.1.9 Fines 24
 Section 12.1.10 Lien for Assessments 25
 Section 12.1.11 Enforcement of a Lien..... 26
 Section 12.1.12 Subordination of the Lien..... 26
 Section 12.1.13 Property Manager..... 27
 Section 12.1.14 Enforcement 27
 Section 12.1.15 Exempt Property..... 27

ARTICLE 13 EASEMENTS 27
 Section 13.1 Encroachments 27
 Section 13.2 Use of Maintenance Areas 28
 Section 13.3 Easement for Declarant 28
 Section 13.4 Easement for Cross-Drainage 28
 Section 13.5 Master Association Easement 28
 Section 13.6 Other Easements..... 28

ARTICLE 14 EXPANSION OF COMMUNITY 28
 Section 14.1 Expansion by Declarant 28
 Section 14.2 Expansion by the Master Association 28
 Section 14.3 Additional Covenants and Easements 28
 Section 14.4 Effect of Filing a Supplement 29

ARTICLE 15 ADDITIONAL RIGHTS RESERVED TO DECLARANT 29
 Section 15.1 Withdrawal of Property..... 29
 Section 15.2 Marketing and Sales Activities 29
 Section 15.3 Right to Approve Changes in Beacon Pointe Standards 29
 Section 15.4 Exclusive Rights to Use Name of “Beacon Pointe” 29
 Section 15.5 Right to Transfer or Assign Declarant Rights 29
 Section 15.6 Right to Approve Changes in Community-Wide Standards 29
 Section 15.7 Easement to Inspect and Right to Correct..... 29
 Section 15.8 Self-Help 30

ARTICLE 16 TERMINATION AND AMENDMENT OF DECLARATION 30
 Section 16.1 Term and Termination..... 30

Section 16.2	Amendment.....	30
Section 16.2.1	By Declarant.....	30
Section 16.2.2	By Owners.....	30
Section 16.2.3	Validity and Effect.....	30
ARTICLE 17	GENERAL PROVISIONS.....	31
Section 17.1	Successors and Assigns.....	31
Section 17.2	No Dedication to Public.....	31
Section 17.3	No Cancellation.....	31
Section 17.4	Survival.....	31
Section 17.5	No Merger.....	31
Section 17.6	Mortgagee Protection.....	31
Section 17.7	Remedies.....	31
Section 17.8	Third-Party Beneficiaries.....	31
Section 17.9	Captions.....	32
Section 17.10	Consent.....	32
Section 17.11	Assignment.....	32
Section 17.12	Notices.....	32
Section 17.13	Jurisdiction.....	32
Section 17.14	Other Agreements.....	32

EXHIBITS

Exhibit A	Description of Real Property.....	34
Exhibit B	Excluded Property.....	35
Exhibit C	Depiction of Maintenance Areas.....	36
Exhibit D	Initial Rules.....	36
Exhibit E-1	Master Association Articles of Incorporation.....	37
Exhibit E-2	Master Association Bylaws.....	38

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEACON POINTE, A RESIDENTIAL COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEACON POINTE, A RESIDENTIAL COMMUNITY (this “**Declaration**”) is executed this 10th day of MARCH, 2020 (the “**Effective Date**”), by Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as “**Declarant**”).

RECITALS

A. Declarant is the owner of certain real property located in the City of Saratoga Springs (the “**City**”), Utah County, Utah, as more particularly described on Exhibit A (the “**Real Property**”), attached hereto and incorporated herein by this reference. Pursuant to the Act (as hereinafter defined), Declarant has obtained approval from the City to develop the Real Property into an integrated residential community project known as Beacon Pointe (the “**Project**”), as evidenced by that certain Beacon Pointe Community Plan dated November 2018, and approved by the City on December 4, 2018 (the “**Beacon Pointe Community Plan**”).

B. In order to develop the Project as an integrated residential community, Declarant desires to establish certain covenants, conditions, and restrictions upon the Project, for the mutual benefit of the “**Lots**” (as hereinafter defined) and every portion of each thereof (except to the extent otherwise stated herein).

C. Accordingly, Declarant has recorded against the Real Property this Declaration to provide for the development of the Project as an integrated residential community, in addition to any additional covenants, conditions, or restrictions Declarant determines are necessary to govern the Project.

D. Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration shall run with the land of each of the Lots (as further defined herein) and every portion thereof, and shall apply to and bind the respective successors in interest to each of the Lots and every portion thereof, for the benefit of each of the Lots and every portion thereof (except to the extent otherwise stated herein). Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of the Lots as mutual equitable servitudes in favor of each and all other portions of and interests in the Lots (except to the extent otherwise stated herein) and constitute covenants running with the land pursuant to applicable law.

**ARTICLE 1
DEFINITIONS**

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. “**Act**” means the Community Association Act (Utah Code Ann. § 57-8a-101 *et seq.*), as amended from time to time.

1.2. “**Architectural Review Committee**” or “**ARC**” shall mean the committee appointed by the Declarant, or the Board, to review and approve applications for proposed Improvements, as more particularly described in Article 6 below.

1.3. “**Articles of Incorporation**” mean and refer to the Articles of Incorporation of Beacon Pointe Master Owners’ Association, Inc., as they may be amended from time to time.

1.4. “**Assessment(s)**” means a charge imposed or levied by the Master Association on or against a Lot or an Owner pursuant to the terms of this Declaration or any other Governing Document, and includes, Base Assessments, Special Assessments, and Reinvestment Fees.

1.5. “**Base Assessment(s)**” shall mean and refer to assessments levied in accordance with Section 12.1.2, of this Declaration.

1.6. “**Beacon Pointe Community Plan**” means that certain community plan for the Project dated November 2018, and approved by the City December 4, 2018, commonly referred to as the Beacon Pointe Community Plan.

1.7. “**Board**” means the Board of Directors of the Master Association.

1.8. “**Bylaws**” mean and refer to the Bylaws of the Master Association, as they may be amended from time to time.

1.9. “**City**” shall mean and refer to the City of Saratoga Springs, Utah.

1.10. “**COA**” shall mean and refer to the Condominium Ownership Act (Utah Code Ann. § 57-8-1, *et seq.*)

1.11. “**Common Expense(s)**” shall mean and refer to the actual and estimated expenses incurred by the Master Association in maintaining the Maintenance Areas for the general benefit of all Owners within the Project, including, without limitation, any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Master Association, and may include, without limitation, when determined by the Board, expenses incurred in bringing or defending lawsuits and other litigation expenses. It is expressly acknowledged and agreed by the Owners that the Master Association may be responsible to reimburse Declarant for costs and expenses Declarant may incur in the exercise of Declarant’s rights further provided in this Declaration, and that such costs and expenses shall be considered a Common Expense under this Declaration.

1.12. “**Community-Wide Standard(s)**” shall mean and refer to the most stringent of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Project, (b) the minimum standards described in this Declaration, (c) those standards set forth in the Beacon Pointe Community Plan, or (d) the Design Guidelines. Declarant may record additional guidelines clarifying the Community-Wide Standard, and subject the Project, or portions thereof, to such design standards. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements. Declarant shall initially establish such standard(s); however, the Community-Wide Standard may evolve as development progresses and as the Project changes. Furthermore, the Community-Wide Standard may vary from Neighborhood to Neighborhood, with the potential for architectural review committees to be established within Neighborhoods.

1.13. “**Declarant**” shall mean and refer to Suburban Land Reserve, Inc., and its successors and assigns.

1.14. “**Declarant Affiliate**” shall mean The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and any entity or Person controlling, controlled by or under common control with the same.

1.15. “**Declarant Control Period**” shall mean and refer to the period of time commencing on the date of the Master Association's incorporation and terminating upon the first of the following to occur: (i) when

Declarant no longer owns real property that is subject to this Declaration; or (ii) when, in its discretion, Declarant so determines and declares in a recorded instrument.

1.16. “**Declaration**” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Beacon Pointe.

1.17. “**Design Guidelines**” shall mean those standards for design, landscaping, and aesthetics promulgated by Declarant, or the Architectural Review Committee (if applicable). The Design Guidelines shall at all times be subject to the Beacon Pointe Community Plan.

1.18. “**Effective Date**” shall mean the date set forth in the introductory paragraph.

1.19. “**Governing Documents**” shall mean and refer to this Declaration, any Supplement, the Bylaws, Articles of Incorporation, Design Guidelines, Beacon Pointe Community Plan, and all other documents executed by Declarant, or the Master Association, for the orderly administration of the Project.

1.20. “**Improvement(s)**” shall mean all site work, landscaping, structures, improvements, and other items placed on a Lot in a manner or location visible from outside of any existing structures on the Lot.

1.21. “**Law(s)**” shall mean and refer to any and all current and future local, state, and federal laws, statutes, regulations, ordinances, referendums, resolutions, orders, and decrees.

1.22. “**Lot(s)**” shall mean and refer to a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes Maintenance Areas or any real property owned by Declarant or a Declarant Affiliate.

1.23. “**Maintenance Area(s)**” shall mean and refer to (i) those portions of the Project designated on Exhibit C, and (ii) those portions of the Project described as “Open Space” in the Beacon Pointe Community Plan.

1.24. “**Master Association**” shall mean and refer to the Beacon Pointe Master Owners’ Association.

1.25. “**Minor Improvement Committee**” or “**MIC**” shall mean any committee organized pursuant to Section 6.7.1 for the purpose of handling and responding to requests by the Owners with respect to exterior remodels, changes, and/or revisions to existing Improvements located on any Lot.

1.26. “**Minor Improvements**” shall mean exterior remodels, changes, and/or revisions to existing exterior Improvements located on any Lot.

1.27. “**Mortgage**” means a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.28. “**Mortgagee**” means a beneficiary or holder of a Mortgage.

1.29. “**Neighborhood(s)**” shall mean and refer to any collection of Lots and Plats formed into a sub-association.

1.30. “**Neighborhood Association**” shall mean and refer to any separate condominium or homeowners association created by Declarant, which may include multiple Villages, for the purpose of administering additional covenants, conditions, and restrictions applicable to a particular portion of the Project.

1.31. **“Neighborhood Declarations”** shall mean and refer to any additional restrictions, obligations and amenities on the land described therein Declarant deems necessary for the use and enjoyment of certain Neighborhoods, which additional restrictions and obligations shall be recorded against applicable portions of Neighborhoods, shall run with the land, and be enforceable by Declarant or the Master Association.

1.32. **“Open Space Maintenance Agreement”** means any agreement entered into between Declarant or the Master Association, and the City, to provide for the maintenance, repair, and replacement of Maintenance Areas, including any additional real property more particularly described or depicted in the Open Space Maintenance Agreement

1.33. **“Owner(s)”** shall have the definition ascribed in Section 3.5.

1.34. **“Parcel”** means one or more legally subdivided Lots within the Project as designated on the Plat.

1.35. **“Person(s)”** shall mean and refer to a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.36. **“Plat”** shall mean and refer to any recorded and City-approved plat for any portion of the Project.

1.37. **“Project”** shall mean and refer to the development known as Beacon Pointe, located in City of Saratoga Springs, Utah County, Utah, as depicted in the Beacon Pointe Community Plan.

1.38. **“Real Property”** shall mean and refer to the real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, but excluding the real property described on Exhibit B.

1.39. **“Reinvestment Fee Covenant”** shall mean and refer to the covenant set forth herein which authorizes the charging of a Reinvestment Fee.

1.40. **“Reinvestment Fee(s)”** shall mean and refer to a “reinvestment fee” as that term is defined by Utah Code Ann. § 57-1-46 (1)(i), as it may be amended or supplemented from time to time. Reinvestment Fees may be assessed individual Lots to for the benefit of the Lot and the Master Association, including payment for: (i) common planning, facilities, and infrastructure; (ii) obligations arising from an environmental covenant; (iii) community programming; (iv) resort facilities; (v) open space; (vi) recreation amenities; (vii) charitable purposes; or (viii) the Master Association’s expenses.

1.41. **“Related Party(ies)”** shall mean and refer to the Master Association, Declarant, Declarant Affiliate, and their respective officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

1.42. **“Reviewer”** shall have the definition ascribed in Section 6.3.2.

1.43. **“Service Areas”** shall mean and refer to any portion of the Project designated by Declarant, or the Master Association, to receive special benefits or services specific to that portion of the Project.

1.44. **“Special Assessment(s)”** shall mean and refer to assessments levied in accordance with Article 12 of this Declaration.

1.45. **“Supplement”** shall mean and refer to any amendment or supplement to this Declaration executed by or consented to by Declarant which may, but need not, impose, expressly or by reference, additional

restrictions and obligations on the land described therein, or may modify or delete any restriction or obligation of this Declaration as same applies to the land described therein.

1.46. “**Village(s)**” shall mean those portions of the Project referenced in the Beacon Pointe Community Plan.

ARTICLE 2 DECLARATION

2.1. Scope and Applicability. Declarant hereby declares that all of the Real Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the desirability of and which shall run with the Real Property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the Project or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof. All of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Project and evidences his, her or its agreement that all the restrictions, conditions, and covenants contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by Declarant, the Master Association (upon its formation), and all Owners.

2.2. Additional Covenants. Declarant, or its assigns, may impose additional covenants on property within the Project that Declarant, or its assigns, deems reasonably necessary for the orderly administration of the Project. If the provisions of any such additional covenants are more stringent than the provisions of this Declaration, the more stringent provisions control. Declarant shall have standing and the power, but not the obligation, to enforce any such additional covenants.

2.3. Conflicts. If there are conflicts between any of the Governing Documents and Utah law, Utah law shall control. If there are conflicts between or among any of the Governing Documents, then the Declaration shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Project (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents will control.

2.4. No Condominium Association. Declarant and each Owner hereby agree and understand that the Project is not, by execution and recording of this Declaration, being submitted to the provisions of the COA, and that no association is being created whereby this Declaration and the Project would be subject to the COA. This Declaration does not constitute a declaration as provided for in the COA.

2.5. Readjustment of Parcel Boundaries. Declarant hereby reserves for itself, Declarant Affiliates and Declarant’s successors and assigns, the right to effectuate minor realignment and adjustment of the boundary lines between Parcels for purposes of proper configuration and final engineering of the Project; provided that any such realignment and adjustment does not affect any existing Lot or Improvement (other than landscaping) on the affected Parcel. The authority to realign and adjust such Parcel boundary lines shall be exclusively reserved to the Declarant, Declarant Affiliate and Declarant’s successors or assigns, in their sole and reasonable discretion, subject to the other provisions of this Section 2.5. All Owners

specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of their respective Parcel boundary lines by deed in form and content as requested by the Declarant for the purposes of proper configuration and final engineering of the Lots in relationship to the development of the Project. Further, all Owners acknowledge and agree that no amendment to this Declaration or any Plat shall be required to effectuate any Parcel boundary line adjustments so long as such adjustments are made pursuant to the Laws.

2.6. Excluded Property. Notwithstanding anything to the contrary in this Declaration, Declarant hereby declares that (i) the real property within the Project or described as part of the Real Property, which real property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference, (ii) any real property within the Project or described as part of the Real Property held in the name of (a) Property Reserve, Inc., a Utah nonprofit corporation, or its affiliates, including, without limitation Suburban Land Reserve, Inc., a Utah corporation, (b) The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints), or (c) Temple Corporation of The Church of Jesus Christ of Latter-day Saints, at the time of recording of this Declaration or at any time in the future, or (iii) any additional real property designated by Declarant as excluded property, shall not be subject to, or encumbered by, the terms, conditions, responsibilities, and obligations of this Declaration. Declarant shall have the authority, in Declarant's sole and absolute discretion, to amend this Declaration without consent of any Owners to effectuate the intent and purpose of this Section 2.6.

ARTICLE 3 COMMUNITY ADMINISTRATION

3.1. Declarant. The Beacon Pointe Community Plan and Declarant have set forth the founding principles that will guide the Project. The Beacon Pointe Community Plan encompasses all of the Real Property. In addition, Declarant may submit property to this Declaration as more particularly described in Article 14. Declarant has reserved various rights in the Governing Documents with respect to development and administration of the Project, which right may be exercised so long as Declarant or any Declarant Affiliate owns fee simple title to any Real Property or has the ability to expand the Project pursuant to Article 14. Declarant may assign its status and rights as the Declarant under the Governing Documents to any Person who takes title to any portion of the property described in Exhibit A or Exhibit B for the purpose of development and/or sale. Such assignment shall be made only in a recorded instrument signed by both parties.

3.2. Declarant Control Period. By taking title to a Lot, each Owner acknowledges Declarant has reserved certain rights that may be exercised only during the Declarant Control Period.

3.3. Master Association. The administration of the Project shall be performed by the Master Association, which shall exist for the sole purpose of performing the functions and providing the services contemplated in this Declaration. The Master Association shall be organized as required by the Utah Revised Nonprofit Corporation Act (Utah Code Ann. § 16-6a-1, *et seq.*), and the Master Association shall adopt the Articles of Incorporation, attached hereto as Exhibit E-1, and the Bylaws attached hereto as Exhibit E-2, and register the Master Association with the Utah Department of Commerce. The Master Association shall operate as a nonprofit corporation and shall be governed by the Board and officers authorized by the Bylaws. The Board may amend and revise from time to time the Bylaws which shall constitute written procedures for the regulation or management of the affairs of the Master Association, provided, however, that no provision of the Bylaws shall substantially alter or amend the rights or obligations of the Owners set forth in this Declaration. The Master Association may exercise all rights and powers which the Governing Documents and Utah law expressly grant to it, as well as any rights and powers

that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

3.4. The Board. On most matters, the Master Association acts through the Board. However, in some instances the Governing Documents or applicable Laws limit the Board's ability to act without the approval of the Master Association's members. Unless the Governing Documents or Utah law specifically provide otherwise, the Board may exercise the Master Association's rights and powers without a vote of the Owners. The Board may institute, defend, settle, or intervene on behalf of the Master Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Master Association or its members. In exercising the Master Association's rights and powers, making decisions on the Master Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances), and conducting the Master Association's affairs, Board members and the Master Association's officers are required to comply with, and shall be judged by, the standards set forth in the Bylaws.

3.5. Owners. Each Person(s) who holds record title to a Lot is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a Mortgage or similar security instrument) is not considered an "Owner." If a Lot is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Lot has more than one Owner, all co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

3.6. Neighborhood Associations. Declarant, in Declarant's sole and absolute discretion, shall have the right to create any Neighborhood Association that Declarant deems necessary for the orderly development of the Project, or portions of the Project, by recording against portions of the Project additional Neighborhood Declarations. Upon the creation of any Neighborhood Association, Declarant shall be a third-party beneficiary of any Neighborhood Declaration, and shall have the express right to enforce any provisions in such Neighborhood Declarations. However, nothing in this Declaration requires the creation of a Neighborhood Association, and the jurisdiction of any Neighborhood Association shall be subordinate to that of the Declarant and the Master Association. Neighborhood Associations, if any, are responsible for administering the additional covenants applicable to the property within their jurisdiction and for maintaining, in accordance with the those standards set forth herein, any property which they own or which their respective covenants designate as being for the common benefit of their members.

3.7. Mortgagees. If a Lot is made subject to a Mortgage, then the Mortgagee also has an interest in the administration of the Project.

ARTICLE 4 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner shall be deemed to have a membership in the Master Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, the vote for such Lot shall be exercised as provided below. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary of the Master Association, subject to the provisions of this Declaration and the Bylaws.

4.2 Class of Membership. The Master Association shall have two (2) classes of membership, Class “A” Member and Class “B” Member as follows:

4.2.1 Class A Member. Class “A” Members shall be all Owners of a Lot, including Declarant, with the exception of the Class “B” Member, if any. However, there shall be only one (1) membership per Lot. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Master Association. Declarant may, by Supplement, create additional classes of membership comprised of the Owners of Lots within any portion of the additional property submitted to this Declaration. Declarant shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement.

4.2.2 Class B Member. Declarant holds the sole Class “B” membership. The Class B membership shall terminate upon the earlier to occur of (i) expiration of the Declarant Control Period, or (ii) the surrender of Class B membership status by the express written action of the Declarant. Upon termination of Declarant’s Class “B” Membership, Declarant’s Class “A” Membership shall remain.

4.3 Voting. Each Lot is assigned one equal vote, subject to the limitations on voting set forth in this Declaration and the other Governing Documents. Declarant’s consent shall be required for all actions taken by the Board, the membership, and committees during such time as there is a Class B Membership.

4.4 Suspension of Voting Rights. Except for Declarant’s voting rights, the Board may elect to prohibit an Owner from exercising any voting rights as an Owner of the Master Association during any period in which the Owner is delinquent in the payment of any Assessments.

4.5 Appurtenant Right. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

ARTICLE 5 COMMUNITY STRUCTURE AND ORGANIZATION

5.1. Designation of Properties Comprising the Project.

5.1.1. Lots. The Governing Documents refer to the homes and home sites located within the Project as “Lots.” A Lot is a portion of the Project, depicted in a recorded subdivision plat, survey, or condominium instrument, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a residence for a single family. The term “Lot” refers to the land, if any, which is part of the Lot, as well as to any structures or other Improvements on the Lot. A parcel of land is considered a single Lot until such time as a subdivision plat, survey, or condominium instrument is recorded subdividing it into more than one Lot.

5.1.2. Maintenance Areas. Any property and facilities that the Master Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Lot is referred to as “**Maintenance Area(s)**.” The Maintenance Areas also includes any property that the Association holds under a lease and any easements in favor of the Association, or designated on any plat for use by the Master Association.

5.2. Neighborhoods. Declarant may assign Lots to a specific Neighborhood (by name, Plat, or other identifying designation) either in Exhibit A or in a Supplement, including, without limitation, the right to combine Neighborhoods, or portions of Neighborhoods into existing Neighborhoods. In addition,

Declarant may unilaterally record a Supplement, or an amendment to this Declaration or any previously recorded Supplement, to designate or change Neighborhood boundaries.

5.3. Service Areas. Lots also may be part of one or more Service Areas in which the Lots share or receive special benefits or services. A Lot may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Lots of more than one housing type and may include Lots that are not contiguous. Declarant may initially designate Service Areas (by name or other identifying designation) and assign Lots to a particular Service Area in a Supplement. Declarant may unilaterally amend this Declaration or any Supplement to change Service Area boundaries at any time without consent of the Owners or Master Association.

ARTICLE 6 ARCHITECTURAL AND LANDSCAPE CONTROL

6.1. General. All Improvements are subject to the Community Wide Standards, as well as the Design Guidelines and the approval procedures set forth in this Section 6. No prior approval is necessary to repaint the exterior of structures on any Lot using the most recently approved color scheme or to rebuild or restore any damaged structures on a Lot in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior of screened porches, patios, and any other portions of a Lot visible from outside a structure may require prior approval. Any dwelling constructed on a Lot shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the Declarant or its designee otherwise approves. Approval under this Section 6 is not a substitute for any approvals or reviews required by the City or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters. This Article 6 shall not apply to the Declarant's, or any Declarant Affiliate's, design and construction activities.

6.2. Design Review Authority.

6.2.1. Declarant. Declarant has exclusive authority to review and act upon all applications for review of proposed Improvements, except as provided herein, until the later of (i) the expiration of the Declarant Control Period, or (ii) such time as all Lots planned for the property described in Exhibits A and B have been improved with dwellings for which a certificate of occupancy has been issued. Declarant may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant and its designee act solely in Declarant's interest and owes no duty to any other Person. From time to time, Declarant may delegate any or all of its rights under this Article 6 to other Persons or committee. Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (a) Declarant's right to revoke such delegation at any time and reassume its prior control, and (b) Declarant's right to veto any decision which it determines to be inappropriate or inadvisable. So long as Declarant has any rights under this Article 6, the jurisdiction of others shall be limited to such matters as Declarant specifically delegates. Declarant may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application.

6.2.2. Architectural Review Committee. Upon Declarant's delegation of authority pursuant to Section 6.2.1 Declarant shall appoint, or upon expiration or termination of Declarant's rights under this Article 6 the Board shall appoint the Architectural Review Committee to assume jurisdiction over matters within the scope of the delegated authority of this Article 6, as applicable. The ARC shall consist of at least three (3), but not more than seven (7), persons, who shall serve and who may be removed and replaced in the Board's discretion. ARC members need not be Owners or representatives of Owners. The ARC may, but need not, include architects, engineers, or similar professionals. The Master Association may

compensate ARC members in such manner and amount, if any, as the Board may determine appropriate. Until expiration of Declarant's rights under this chapter, the ARC shall notify Declarant in writing within three (3) business days of any action (*i.e.*, approval, partial approval, or disapproval) it takes under this Article 6. A copy of the application and any additional information Declarant may require shall accompany the notice. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its discretion, by written notice to the ARC. The Master Association shall have no jurisdiction over architectural matters unless and until such a time as (a) Declarant delegates all or a portion of its reserved rights to the ARC, or (b) Declarant's rights under this Article 6 terminate.

6.3. Guidelines and Procedures.

6.3.1. Design Guidelines. Declarant may prepare the initial Design Guidelines, which may contain both general provisions applicable to all of the Project, and specific provisions that vary among uses or locations within the Project. The Design Guidelines shall conform to any entitlement for the Project established by the City. Declarant has sole and full authority to amend the Design Guidelines so long as Declarant has the authority under Section 6.2.1. Declarant's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the ARC, unless Declarant also delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC may amend the Design Guidelines with the Board's consent. Any amendments to the Design Guidelines shall be prospective only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive. In Declarant's discretion, the Design Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

6.3.2. Reviewer. For purposes of this chapter, the entity having jurisdiction in a particular case shall be referred to as the "**Reviewer.**" The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Master Association's annual operating budget.

6.3.3. Procedures. Unless the Design Guidelines provide otherwise, no Improvements may be constructed on any portion of the Project until a written application is submitted to and approved by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer or the Design Guidelines require. In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular Improvements. The Reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to dispute resolution, nor shall they be subject to judicial review so long as they are made in good faith and in accordance with required procedures. The Reviewer shall make a determination on each application after receipt of a completed application with all required information. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission.

The Reviewer may (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify

the applicant in writing of the final determination on any application no later than thirty (30) business days after its receipt of a completed application and all required submissions. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail. Hand delivery, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant. If the Reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 6.5.

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing. The Reviewer may exempt certain activities from the application and approval requirements of this Article 6, if such activities are undertaken in compliance with the Design Guidelines and the Community-Wide Standard.

6.3.4. Appeals Process. After the Board's appointment of the ARC, an applicant may appeal any disapproval of its application to the Board. To request an appeal, the applicant must submit to the Master Association, no later than fifteen (15) days after the delivery of the notification of disapproval, a copy of the original application, the notification of disapproval, and a letter requesting review of the decision. The appeal request shall also contain a response to any specific concerns or reasons for disapproval listed in the notification of disapproval. The Board may (i) affirm the ARC's decision, (ii) affirm a portion and overturn a portion of the ARC's decision, or (iii) overturn the ARC's entire decision. The Board shall notify the applicant and the ARC in writing of its decision no later than thirty (30) days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for overturning the ARC's decision. During the appeal process the Owner shall not commence any work requiring approval hereunder.

6.4. No Waiver of Future Approvals. The people reviewing applications under this Article 6 will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, Declarant may elect not to require changes to objectionable features, and Declarant may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6.5. Variations. Declarant may authorize variances from compliance with any of the Design Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent Declarant from denying a variance in other circumstances.

6.6. Limitation of Liability. This Article 6 establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Project; they do not create any duty to any Person. Review and approval of any application pursuant to this Article 6 may be based purely on aesthetic considerations. Declarant is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners. Neither Declarant, nor any committee, nor any member of any of the foregoing shall be liable for (a) soil conditions, drainage, or other general site work; (b) any

defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any.

6.7. Minor Improvements.

6.7.1. Minor Improvement Committee. Declarant, or the Master Association upon expiration of the Declarant Control Period, shall have the right, separate and distinct from Declarant's rights, to form a Minor Improvement Committee for the purpose of handling and responding to Owners' requests for Minor Improvements. While Declarant shall remain solely responsible to ensure compliance of any new construction of Improvements on any Lot, the MIC, in its discretion, shall be responsible for reviewing and approving Minor Improvements.

6.7.2. Minor Improvements Procedures. Unless the Design Guidelines provide otherwise, no Minor Improvements may be constructed on any portion of any Lot until a written application is submitted to and approved by the MIC. The application must be accompanied by such information as the MIC or the Design Guidelines may require. In reviewing each application, the MIC may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The MIC shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to dispute resolution, nor shall they be subject to judicial review so long as they are made in good faith and in accordance with required procedures.

6.7.3. No Waiver of Future Approvals. The people reviewing applications under this Section 6.7 will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the MIC may elect not to require changes to objectionable features, and may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6.7.4. Variances. The MIC may authorize variances from compliance with any of the Design Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the MIC from denying a variance in other circumstances.

6.7.5. Limitation of Liability. The MIC is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners. The MIC shall not be liable for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor; or (d) any injury, damage(s), or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any.

6.8. Certificate of Compliance. Any Owner may request in writing that Declarant issue a certificate of compliance certifying that there are no known violations of this Article 6 or the Design Guidelines. Declarant shall either grant or deny such written request within thirty (30) days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Declarant from taking enforcement action against an Owner for any condition known to the Master Association on the date of such certificate.

ARTICLE 7 MAINTENANCE, REPAIR, AND REPLACEMENT

7.1 Maintenance by Owners. Each Owner will maintain and repair the exterior elements of his or her Lot, including any landscaping (i.e. grass, trees, shrubs, or other landscaping material) located thereon or within the parkstrip located adjacent to said Lot, in a good, attractive, clean, and sanitary condition, and in accordance with the Community-Wide Standard and the applicable Neighborhood Declarations. Each Owner shall comply with any and all applicable Laws and shall not cause or permit any private or public nuisance on his or her Lot, such as excessive noise, odor, dust, vibration, or any other activity that would reasonably disturb other Owners within the Project. Each Owner shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Maintenance Area or public or private right-of-way lying between the Lot boundary and any wall, fence, or curb located on the Maintenance Area or public or private right-of-way; provided, trees within the area may be irrigated with the City or the Master Association's irrigation system, if one is provided. However, Owners may not remove or replace trees, shrubs, or similar vegetation from this area without Declarant's prior approval. Notwithstanding anything to the contrary herein, Declarant reserves the right for itself, and the Master Association, to maintain those parkstrips within the Project located adjacent to Founder's Boulevard (with such costs incurred by Declarant, or the Master Association, to be assessed against the Owners).

7.2 Responsibility for Repair and Replacement. Each Owner shall carry property insurance for the full replacement cost of all insurable Improvements on his or her Lot, less a reasonable deductible. Within three (3) months of any damage to or destruction of a structure on a Lot, the Lot's Owner shall promptly repair or reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved. Alternatively, the Owner shall clear the Lot of debris and maintain it in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration and Neighborhood Declaration. The Owner shall pay any costs that insurance proceeds do not cover. Additional recorded covenants applicable to any Neighborhood or Service Area may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Lots and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

7.3 Maintenance and Repair of Party Walls and Similar Structures. Except as may otherwise be provided by law or by a written agreement between Owners of adjacent Lots, or other recorded documents applicable to adjacent Lots:

7.3.1 Each wall, fence, driveway, or similar structure built as part of the original construction on the Lots that serves and/or separates any two adjoining Lots shall be considered a "party structure." The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure.

7.3.2 If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for

a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

7.3.3 The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this Section 7.3, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

7.3.4 To the extent not inconsistent with the provisions of this Section 7.3, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure.

7.4 Maintenance Areas.

7.4.1 By Master Association. The Master Association shall maintain, or cause to be maintained, the Maintenance Areas in accordance with the Community-Wide Standard. The Master Association may (i) enter into Open Space Maintenance Agreements, and (ii) maintain other property it does not own, including, without limitation, Lots, property dedicated to or owned by the public, or property owned or maintained by a Neighborhood Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Master Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities. Any costs or expenses the Master Association incurs in the performance of its duties under this Section 7.4 shall be included as a Common Expense.

7.4.2 By Neighborhood Association. The Master Association may, in the Master Association's sole and absolute discretion, assign its maintenance and repair obligations for specific portions of the Maintenance Areas to a Neighborhood Association. Upon assignment of said obligation, the applicable Neighborhood Association shall maintain and repair the applicable portions of Maintenance Areas in accordance with the Community-Wide Standards, and any costs and expenses incurred by the Neighborhood Association in performing its maintenance and repair obligations shall be reimbursed by the Master Association within fifteen (15) days of written request.

7.4.3 By Declarant. During the Declarant Control Period, Declarant, in Declarant's sole and absolute discretion, may (i) assume responsibility for all maintenance, repair, and replacement associated with the Maintenance Areas, or (ii) enter into service agreements with the City for the maintenance, repair, and replacement of Maintenance Areas, or portions thereof. If Declarant assumes responsibility for maintaining and repairing the Maintenance Areas, the following shall apply:

(A) The Master Association shall continue to be responsible for the orderly enforcement and administration of this Declaration, except for the obligation to maintain and repair the Maintenance Areas;

(B) The Master Association shall indemnify, defend, and hold harmless Declarant from any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorneys' fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, resulting, directly or indirectly, from Declarant maintaining and repairing the Maintenance Areas and fulfilling Declarant's obligations under any Open Space Maintenance Agreement;

(C) Declarant shall maintain and repair the Maintenance Areas in accordance with the Community-Wide Standards; and

(D) The Master Association shall reimburse Declarant within fifteen (15) days of request for all costs and expenses Declarant incurs in maintaining and repairing the Maintenance Areas, including any costs or expenses Declarant may incur as a result of entering into any Open Space Maintenance Agreement.

ARTICLE 8
PERMITTED USES AND OCCUPANCY

8.1. Use and Occupancy.

8.1.1. Residential and Related Uses. Lots may be used only for residential and related purposes, except as Declarant may otherwise authorize. A business activity shall be considered “related” to a residential use and thus permitted under this Section 8.1 only if conducted by a person or persons residing in the Lot and only if the business activity:

(A) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(B) complies with applicable zoning requirements;

(C) does not involve regular visitation of the Lot by employees who do not reside in the Lot, or by clients, customers, suppliers, or other business invitees, or involve door-to-door solicitation within the Project; and

(D) is consistent with Project’s residential character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

“Business” shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

8.1.2. Lease Agreements. For purposes of this Article, the terms “Lease” and “Leasing” shall refer to the short-term or long-term, occupancy of a Lot by any Person other than the Owner, for which the Owner receives any consideration or benefit. Any dwelling on a Lot that is leased shall be leased only in its entirety for a minimum period of thirty (30) days; separate rooms, floors, or other areas within a dwelling may not be separately leased; however, any detached “in-law suite” or “guest house” approved pursuant to Article 6 may be leased separate from the main dwelling.

(A) All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

(B) Within ten (10) days of a lease being signed, the Owner of the leased Lot shall notify the Board or the Master Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give its tenant copies of the

Governing Documents. In addition to, but consistent with this subsection, the Master Association or the Board may adopt rules governing leasing and subleasing.

8.1.3. Subdivision and Combination of Lots. No Person other than Declarant or those whom Declarant may authorize shall subdivide or change the boundary lines of any Lots or combine Lots without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording a Plat or other legal instrument reflecting the sub-division or new boundaries of the affected Lot(s). In the absence of such recorded instrument, adjacent Lots owned by the same Owner shall continue to be treated as separate Lots for purposes of voting and assessment, even though such Lots may be improved with a single dwelling.

8.1.4. Timesharing. No Lot shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established by Declarant or with Declarant's prior written approval.

8.2. Quiet Enjoyment. No noxious or offensive activity, as reasonably determined by the Declarant, shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners, or which shall in any way increase the rate of insurance.

8.3. Use of Maintenance Areas. Each Owner of a Lot shall be permitted to use the Maintenance Areas for their intended purpose, as further described in the Beacon Pointe Community Plan, and as provided herein. Except as provided herein, Owners are hereby prohibited and restricted from using any of the Maintenance Areas. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners and is necessary for the protection of the interests of all said Owners in and to the Maintenance Areas.

8.4. Rulemaking Authority and Procedures. The Governing Documents establish a framework of covenants and conditions that govern the Community. The initial Rules attached as Exhibit "D" are a part of that framework. However, within that framework, the Master Association must be able to respond to unforeseen issues and changes affecting the Project. Therefore, the Board is authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 8.5.

8.4.1. Board Authority. Subject to (a) the notice requirements in subsection (c), (b) Declarant's prior approval during the Declarant Control Period, and (c) the Board's duty to exercise judgment and reasonableness on behalf of the Master Association and its members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

8.4.2. Membership Authority. Subject to the notice requirements in Section 8.4.3, a majority of the votes of the total Members eligible to vote in the Master Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Master Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, any such action shall also be subject to the Declarant's approval during the Declarant Control Period.

8.4.3. Notice. The Board shall send notice to all Owners concerning any proposed Rule change at least five (5) business days prior to the meeting at which such action is to be considered. At any such meeting, Members shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

8.5. Protection of Owners and Others. Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

8.5.1. Similar Treatment. Similarly situated Lots shall be treated similarly; however, the Rules may vary by Neighborhood or Service Area.

8.5.2. Household Composition. No Rule shall interfere with an Owner's freedom to determine household composition, except that the Master Association may impose and enforce reasonable occupancy limitations and conditions based on Lot size and facilities and its fair share use of the Maintenance Areas.

8.5.3. Activities Within Dwellings. No Rule shall interfere with the activities carried on within a dwelling, except that the Master Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Master Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

8.5.4. Abridging Existing Rights. No Rule shall require that an Owner dispose of personal property kept in or on a Lot in compliance with the Rules in effect at the time such personal property was brought onto the Lot. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the Rule.

8.6. Signs. To the fullest extent permitted by applicable Law, no sign, flag, banner, display, or advertisement of any kind (including, without limitation, religious signs, anti-religious signs, and/or political signs) shall be permitted, without the approval of the Board, except (a) such signs as may be used by Declarant and residential developers in connection with the development of the Project and the sale of Lots, (b) such signs of customary and reasonable dimensions as may be displayed in any area designated by the Master Association advertising a Lot for sale or lease (which shall be limited in number to one sign per Lot) and (c) such signs and markers as are reasonably appropriate to warn people of an emergency or dangerous condition. Notwithstanding the foregoing, the Board's consent shall not be required for the displaying of the American flag.

8.7. Nuisances; Violation Constitutes a Nuisance. Declarant, the Master Association, or the Neighborhood Association shall have the authority, in its reasonable discretion, to identify specific acts or omissions as nuisances. Without limiting the foregoing, any act or omission whereby any restriction, condition or covenant as set forth in this Declaration is violated in whole or in part is hereby declared to be and shall constitute a nuisance. Any nuisance may be abated by affected property Owners and such remedy shall be deemed to be cumulative and not exclusive.

8.8. Owners' Acknowledgment and Notice to Purchasers. By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot is limited and affected by the Governing Documents, which may change from time to time. All lot purchasers are hereby notified that the Master Association may have adopted changes to the Governing Documents and that such changes may not be set forth in a recorded document. A copy of the current Governing Documents and all administrative policies are available from the Master Association upon request. The Master Association may charge a reasonable fee to cover its reproduction costs.

ARTICLE 9 COMPLIANCE AND ENFORCEMENT

9.1. Compliance. Every Owner, occupant, and visitor to a Lot must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Article 9. Each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants of or visitors to their Lot, and for any damage to the Maintenance Areas that such occupants or visitors cause.

9.2. Remedies for Non-Compliance. The Master Association, Declarant, Declarant Affiliate, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those listed below and any others described elsewhere in the Governing Documents.

9.2.1. Sanctions Requiring Prior Notice and Hearing. After written notice and an opportunity for a hearing in accordance with the Bylaws, the Board may:

(A) Impose reasonable monetary fines, which shall constitute a lien upon the violator's Lot. In the event that any occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(B) Suspend an Owner's right to vote (except that no hearing is required if the Owner is more than ninety (90) days delinquent in paying any Assessment);

(C) Suspend services the Master Association provides (except that no hearing is required if the Owner is more than sixty (60) days delinquent in paying any Assessment or other charge owed to the Master Association);

(D) Exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(E) Levy Special Assessments to cover costs the Master Association incurs in bringing a Lot into compliance with the Community-Wide Standards or other requirements under the Governing Documents; and

(F) Record a notice of violation with respect to any Lot on which a violation exists.

9.2.2. Other Sanctions. The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(A) Exercise self-help or take action to abate a violation on a Lot in any situation which requires prompt action to avoid potential injury or damage or involves unreasonable inconvenience to other Persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(B) Require an Owner or a Neighborhood Association, at its own expense, to perform maintenance or to remove any structure or Improvement on such Owner's Lot or on the Neighborhood Association's property, respectively, that is in violation of the Community-Wide Standards or other requirements under the Governing Documents and to restore the property to its previous condition;

(C) Enter the property and exercise self-help to remove or cure a violating condition if an Owner or Neighborhood Association fails to take action as required pursuant to subsection (B) above within ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass;

(D) Bring suit at law for monetary damages and/or in equity to stop or prevent any violation.

9.2.3. Neighborhood Associations. Declarant and the Master Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated. A Neighborhood Association shall take appropriate action when required by Declarant or the Master Association in a written notice within the reasonable time frame set forth in the notice. If the Neighborhood Association fails to comply, Declarant or the Master Association shall have the right to effect such action on behalf of the Neighborhood Association and levy Special Assessments to cover the costs, as well as an administrative charge and sanctions.

9.2.4. Board Decision to Pursue Enforcement Action. The decision to pursue enforcement action in any particular case shall be left to the sole and absolute discretion of the Board, except that the Board shall not act in an arbitrary or capricious manner. A decision not to enforce a particular provision shall not prevent the Board from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

9.2.5. Attorneys' Fees and Costs. In any action to enforce the Governing Documents or the applicable Neighborhood Declarations, if the Declarant or Master Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

ARTICLE 10 PROPERTY MANAGEMENT

10.1. Acceptance and Control of Maintenance Areas.

10.1.1. Transfers and Conveyances by Declarant. Declarant, its designees, or any Declarant Affiliate may transfer or convey to the Master Association interests in real or personal property within or for the benefit of the Project, and the Master Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Master Association shall reconvey to Declarant any unimproved real property that Declarant originally conveyed to the Master Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

10.1.2. Management and Control. The Master Association is responsible for management, operation, and control of the Maintenance Areas, subject to any covenants set forth in the deed or other instrument transferring the property to the Master Association, or in any Open Space Maintenance Agreement. The Master Association may enter into leases, licenses, or operating agreements with respect to portions of the Maintenance Areas, any Open Space Maintenance Agreement, for payment or no payment, as the Board deems appropriate. The Master Association may permit use of Maintenance Areas by persons other than Owners and occupants of Lots and may charge use fees, in such amounts as the Board may establish

10.2. Maintenance Areas. As further described in Section 7.4, the maintenance obligation with respect to the Maintenance Areas is additionally subject to the terms, conditions, agreements and obligations set forth in any Open Space Maintenance Agreement. By taking title to a Lot, each Owner acknowledges that this Declaration is subject to the Open Space Maintenance Agreement, and all terms, conditions, agreements, and obligations set forth therein, including, without limitation, the City's right to assess each Lot in order to fund the City's obligation to maintain and repair the Maintenance Areas or any portion thereof. To the extent any provision of this Section 10.2 conflicts with the Open Space Maintenance Agreement, the Open Space Maintenance Agreement shall control.

ARTICLE 11 INSURANCE

11.1 Master Association Insurance.

11.1.1 Insurance Policies. The Master Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(A) Commercial general liability insurance on the Maintenance Areas, insuring the Master Association and its Owners for damage or injury caused by the negligence of the Master Association or any of its Owners, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) general aggregate, with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost, such that a reasonably prudent person would obtain such additional coverage and higher limits, the Master Association shall obtain such additional coverage or limits;

(B) Workers compensation insurance and employers liability insurance, if and to the extent required by Law;

(C) Directors and officers liability coverage; and

(D) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Master Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

11.1.2 Deductibles. The Master Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of this Article 11. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Special Assessment.

11.1.3 Policy Requirements. All Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon request, to each Owner. To the extent available at reasonable cost and terms, all Master Association insurance shall:

- (A) Be written with a company authorized to do business in Utah which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;
- (B) Be written in the name of the Master Association as trustee for the benefited parties. All policies shall be for the benefit of the Master Association and its members, as their interests may appear;
- (C) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;
- (D) Contain an inflation guard endorsement;
- (E) Include an agreed amount endorsement, if the policy contains a co-insurance clause;
- (F) Provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Master Association;
- (G) Provide a waiver of subrogation against any Owner or household member of an Owner; and
- (H) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Master Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Master Association and allowance of a reasonable time to cure the defect or violation.
- (I) In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds.

11.1.4 Insurance Premiums; Deductible. Premiums, including deductible payments, for all Master Association insurance shall be a Common Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate. The deductible on a claim made against the Master Association's property insurance policy shall be paid by the Owner who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event multiple Lots are damaged then the deductible will be the sole responsibility of the Owner of the Lot where the loss originated. To the extent required by applicable law, the Owner's property insurance policy, if any, applies to that portion of the loss attributable to the Master Association's policy deductible.

ARTICLE 12 ASSOCIATION FINANCES

12.1 Assessments.

12.1.1 Creation of Assessments. There are hereby created assessments for the Master Association and Common Expenses as may from time to time specifically be authorized by the Board, to be commenced

at the time and in the manner further set forth herein. There shall be three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Owners within the Master Association, including those Common Expenses incurred as a result of a Master Association Trigger Event; (b) Special Assessments as further described herein; and (c) Reinvestment Fees. Each Owner, by acceptance of a deed, is deemed to covenant and agree to pay these assessments. All Assessments, together with interest at the greater of fifteen percent (15%) per annum or the prime lending rate (as published in The Wall Street Journal) plus four hundred (400) basis points (provided that the interest rate cannot exceed the maximum rate allowed by Utah law), as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made until paid. Each such Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

The Master Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Master Association of any Assessments therein stated to have been paid. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate, which fee shall not exceed the maximum fee permitted by applicable Law.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot, the Board shall require any unpaid installments of any Assessments to be paid in full immediately, unless exceptional circumstances exist (as determined by the Board in its sole discretion). No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Maintenance Areas or abandonment of the Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of any Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under this Declaration or the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

12.1.2 Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Master Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as further described herein. The Base Assessments shall be equally allocated to all Lots within the Project. Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments determined pursuant to the above formula by taking into account commercially reasonable factors.

The Board shall cause a copy of the Common Expenses budget and notice of the amount of the Base Assessment to be presented to the Owners at a meeting of the Master Association. The budget and the amount of the Base Assessment shall become effective unless disapproved by at least fifty-one percent (51%) of all the allocated voting interests of the Owners in the Master Association. The budget may also be disapproved if within forty-five (45) days after the date of the meeting where the budget is presented, there is a vote of disapproval by at least fifty-one percent (51%) of all of the allocated voting

interests of the Owners in the Master Association, and the vote is taken at a special meeting called for that purpose by Owners under this Declaration or the Governing Documents. If the budget is disapproved, the budget that the Board last adopted that was not disapproved by the Owners continues as the budget until and unless the Board presents another budget to the Owners and that budget is not disapproved. Notwithstanding the above, the Board shall have the right to approve the budget without Owner approval if the budget does not increase by more than ten percent (10%) in any given year.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year, increased by ten percent (10%), shall continue for the current year.

12.1.3 Special Assessments.

(A) Entire Membership. The Master Association may levy Special Assessments against all the Owners as follows:

(i) For purposes of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Master Association in connection with, or the cost of, any construction or replacement of, a specific capital improvement upon the Maintenance Areas, including the necessary fixtures and personal property related thereto;

(ii) For purposes of collecting transfer fees to reflect changes of ownership, tenancy or occupancy on the records of the Master Association, including, but not limited to a fee for providing Master Association payoff information needed in connection with the financing, refinancing, or losing of an Owner's Lot, which amount shall not exceed the maximum amount allowed by applicable law; and

(iii) For purposes of providing any necessary funds for restoration and repair of damaged or destroyed Maintenance Areas in accordance with the provisions hereof;

(iv) For purposes of collecting plan fees and other fees associated with reviewing, processing and approving applications for architectural approval, which fee may not exceed the actual cost of reviewing, processing and approving such applications; and.

(v) For purposes of collecting fines as from time to time established by the Master Association for any violation of this Declaration or other Governing Documents.

Special Assessments levied against all the Owners shall be equally allocated to the Lots unless the Board determines that another method is more equitable. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(B) Less Than All Members. The Master Association may levy a Special Assessment against any Owner individually and against such Owner's Lot to reimburse the Master Association for costs incurred in bringing an Owner and his or her Lot into compliance with the provisions of this Declaration and the other Governing Documents, which Special Assessment may be levied upon the vote of the Board after compliance with this Declaration.

12.1.4 Reinvestment Fee Covenant. The Master Association may impose a Reinvestment Fee Covenant, and that by taking title to a Lot, each Owner acknowledges that (i) each Lot may be subject to a Reinvestment Fee Covenant imposed by the Master Association, and (ii) the buyer or seller of a Lot may be required to pay to the Master Association at the time of closing or settlement of the sale of said Lot a Reinvestment Fee.

12.1.5 Payment; Waiver. Any Assessment as authorized herein is due and payable immediately upon the occurrence of the event giving rise to liability for payment of same. Failure of the Master Association to impose or collect any Assessment is not grounds for any action against the Master Association or their respective directors, officers, agents or employees, and does not constitute a waiver of the right to exercise authority to collect any Assessments in the future. For good cause shown as determined in the sole opinion of the Board, the Board may waive, wholly or partially, imposition of any Assessment authorized by this Article 12, provided, any such waiver must be conditioned upon payment in full of all remaining monetary obligations or receipt of written commitment that same will be paid within a specified period of time.

12.1.6 Reserve Budget and Capital Contribution. The Board shall prepare a reserve fund analysis as required by the Act, and the Master Association shall review and, if necessary, update the reserve fund analysis as required by the Act. Based upon the reserve fund analysis, the Board shall establish a reserve budget. The Board will provide a copy of the reserve fund analysis and any update thereto to any Owner requesting the same. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Master Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and shall be included and distributed with the applicable budget and notice of Assessments. The reserve funds shall not be used for daily maintenance expenses, unless a majority of Owners vote to approve the use of the reserve funds for that purpose, or for any purpose other than the purpose for which the reserve fund was established. The reserve fund shall be maintained separate from other Master Association funds. The Board will prepare and submit the reserve fund analysis as required by the Act.

12.1.7 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Lot on the first day of the month. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual Base Assessment levied on a Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

12.1.8 Written Statement of Unpaid Assessment. The Master Association will issue a written statement indicating any unpaid Assessment with respect to a Lot covered by the request upon the written request of any Owner and payment of a reasonable fee not to exceed the maximum amount permitted by applicable law.

12.1.9 Fines. The Board may assess a fine against any Owner for a violation of the Governing Documents, subject to the following: (a) before assessing a fine, the Board will (i) notify the Owner of the violation as provided herein, and (ii) inform the Owner that a fine will be imposed if the violation is not remedied. Any unpaid fines shall be treated as Special Assessments and such fines shall be subject to any applicable interest and late fees commencing as of the later of (1) the date of the assessment, or (2) if the Owner requests a hearing, the date of the final decision following the hearing. If an Owner disputes the assessment of a fine, the Owner may request an informal hearing to protest or dispute the fine within fourteen (14) days from the date of the notice of the fine. For any of the fines imposed against the offending Owner, the offending Owner shall be barred from challenging the validity of the fine if the Owner does not deliver a written hearing request to the Board within fourteen (14) days of the notice of the fine. At any

such informal hearing, the Board shall make a reasonable determination, based on the information provided by the Owner and any other information available to the Board, whether to rescind, reduce, or waive the fine. Without limiting the application of fines to violations of the Governing Documents, fines may be issued for violation of the following covenants:

(A) No animals, livestock, or poultry of any kind shall be permitted on Maintenance Areas or on any Lot except such domesticated household pets or birds as are allowed pursuant to this Declaration;

(B) No outside television or radio aerial or antenna, or other similar device for reception or transmission, shall be permitted on any Maintenance Area or the exterior of any Lot except pursuant to written approval of the Board which approval shall be site specific and non-precedent setting;

(C) No Lots within the Project shall contain any window mount evaporative coolers or air conditions;

(D) Resident's business vehicles in excess of 3/4 ton trucks shall not be parked in front of Lots overnight, nor shall any vehicle be repaired, disassembled, or reassembled on any Maintenance Area, garage apron, public street, or designated guest parking in the Project;

(E) Lot garages are to be used for the parking of automobiles and not for general storage, boats, recreational vehicles or miscellaneous items. The garages must actually accommodate the number of cars the garage is designed to accommodate (i.e., two cars in a two-car garage). Garages shall be used for overnight vehicle parking;

(F) Except for trash collection days, trash receptacles are not to be left outside within view of the community streets. Empty trash receptacles must be returned to garages the day of collection;

(G) Lot interior windows shall be covered within 30 days of occupancy with permanent window coverings, white or off white in color (as seen from the exterior); and

(H) Lot patios and balconies shall not be used as general storage areas, for the hanging and drying of laundry, nor for decorative items visible from adjoining Lots or public streets.

12.1.10 Lien for Assessments. The Master Association has a lien on a Lot for Assessments and, except as otherwise provided in this Declaration, for fines, fees, charges, and costs associated with collecting an unpaid Assessment, including court costs and reasonable attorney fees, late charges, interest, and any other amount that the Master Association is entitled to recover under this Declaration, at law, or an administrative or judicial decision, and a fine that the Master Association imposes against the Owner. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Master Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Master Association to secure the payment of such Assessments. The recording of this Declaration constitutes record notice and perfection of the above-described lien. If an Assessment is payable in installments, the lien will be for the full amount of the Assessment from the time the first installment is due, unless the Master Association otherwise provides in a notice of Assessment. An unpaid Assessment or fine accrues interest at the rate provided in this Declaration. The lien provided in this Section 12.1.10 has priority over each other lien and encumbrance on a Lot except: (a) a lien or encumbrance recorded before the Declaration is recorded; (b) a first or second security interest on the Lot secured by a Mortgage that is

recorded before a recorded notice of lien by or on behalf of the Master Association; or (c) a lien for real estate taxes or other governmental assessments or charges against the Lot. To evidence any lien hereunder, the Master Association may prepare a written notice of an Assessment lien, which shall be signed by an officer of the Master Association and may be recorded in the Official Records of Utah County, Utah. The written notice of the Assessment lien will set forth the description of the Lot, the name of the Owner of the Lot, and the amount of the Assessment and any other amounts due and owing with respect to the Lot subject to such Assessments.

12.1.11 Enforcement of a Lien. In accordance with Utah Code Ann. §§57-8a-301 *et seq.*, the Master Association may cause a Lot to be sold through non-judicial foreclosure as though the lien were a deed of trust, in the manner provided by Utah Code Ann. §§57-1-24, 57-1-25, 57-1-26, and 57-1-27 (as amended from time to time) and the Act, or foreclose the lien through a judicial foreclosure in the manner provided by Law for the foreclosure of a mortgage and the Act. For purposes of a non-judicial or judicial foreclosure, the Master Association is considered to be the beneficiary under a trust deed; and the Owner is considered to be the trustor under a trust deed. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed by a request by the President of the Master Association) to enforce this trust and to sell such Lot, and all rights appurtenant thereto. Notwithstanding the foregoing, the Association may bring an action against an Owner to recover an amount for which a lien is created under Utah Code Ann. § 57-8a-301 (as amended from time to time) or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the Owner's Lot. At any judicial foreclosure or non-judicial foreclosure, the Master Association shall be entitled to bid up to the amount of the sum secured by its lien, together with interest, costs, and expenses of sale, including trustee's and attorneys' fees and other amounts due and owing, and to apply as a cash credit against its bid all sums due to the Master Association covered by the lien foreclosed. The Master Association need not pursue a judicial foreclosure or non-judicial foreclosure to collect an unpaid Assessment but may file an action to recover a money judgment for the unpaid Assessment without waiving the lien or its rights and remedies as provided herein or available at law or in equity.

The Master Association's non-judicial foreclosure of a Lot is governed by Utah Code Ann. §§ 57-1-19 through §57-1-34 to the same extent as though the Master Association's lien were a trust deed. If there is a conflict between a provision of the Act and a provision of Utah Code Ann. §§57-1-19 through §57-1-34 with respect to the Master Association's non-judicial foreclosure of a Lot, the Act controls.

A court entering a judgment or decree in a judicial action brought by the Master Association shall award the prevailing party its costs and reasonable attorneys' fees incurred before the judgment or decree and, if the Master Association is the prevailing party, any costs and reasonable attorney fees that the Master Association incurs collecting the judgment. In a non-judicial foreclosure, the Master Association may include in the amount due, and may collect, all costs and reasonable attorney fees incurred in collecting the amount due, including the costs of preparing, recording, and foreclosing a lien.

12.1.12 Subordination of the Lien. The lien of Assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees and costs) provided for herein, shall be subordinate to tax liens and to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure (i.e., power of sale) of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer unless the Owner against whom the original Assessment was made is the purchaser at the foreclosure sale (in which event such lien shall remain in full force and effect). Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, such

Mortgagee shall not be liable for the share of the Common Expenses or Assessments by the Master Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

12.1.13 Property Manager. The Board may contract with an independent third-party professional property manager to provide the services and/or to perform the duties of the Master Association herein, and in connection therewith, by contract or resolution, assign to such managing agent the right to set the amounts of and to receive payments of the applicable charges. The property manager so engaged shall be an independent contractor and not an agent or employee of the Master Association. The obligation to contract with a property manager may not be waived, cancelled, modified, or amended in any way. The right and authority of any property manager to set the amounts and receive payment as aforesaid is deemed to be assigned by virtue of contracting with a property manager to provide the associated functions and services for so long as the applicable contract remains in effect unless the applicable contract expressly provides otherwise. Subject to the aforesaid notice requirement as to a property manager and as required regarding this Declaration, the Board or its property manager, as applicable, may adopt, amend, revise and repeal any such charges from time to time without notice.

12.1.14 Enforcement. The Board shall use its reasonable judgment to determine whether to exercise the Master Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, including: (a) whether to compromise a claim made by or against the Board or the Master Association; and (b) whether to pursue a claim for an unpaid Assessment. The Master Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (i) the Master Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (iii) a technical violation has or may have occurred, and the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (iv) it is not in the Master Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides to forego enforcement, the Master Association is not prevented from later taking enforcement action and any inaction by the Board or the Master Association shall not be deemed a waiver of any rights to take any enforcement action in the future. The Board may not be arbitrary, capricious, or against public policy in taking or not taking enforcement action.

12.1.15 Exempt Property. Notwithstanding anything to the contrary herein, the following portions of the Real Property shall be exempt from payment of Base Assessments and Special Assessments: (i) Maintenance Areas; (ii) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any; and (iii) all property held in fee simple or leased by Declarant or a Declarant Affiliate.

ARTICLE 13 EASEMENTS

13.1. Encroachments. Subject to the terms of this Declaration, each Lot and the Maintenance Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any structure containing Maintenance Area is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or Maintenance Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

13.2. Use of Maintenance Areas. The Declarant reserves the right to execute agreement(s) which may confer on itself or adjacent landowners or owners' associations the right to use Maintenance Areas and common facilities.

13.3. Easement for Declarant. Upon the recording of the conveyance of any portion of the Maintenance Areas to the City, Declarant shall have a transferable easement over and on the Maintenance Areas and facilities and utilities for the purpose of making improvements on the Real Property or on any additional land under the Declaration, or any development, related or unrelated, on land described herein or adjacent to the Real Property, for the purpose of maintaining the Maintenance Areas, and for the purpose of doing all things reasonably necessary and proper in connection with the same.

13.4. Easement for Cross-Drainage. All portions of Beacon Pointe shall be burdened with easements for natural drainage of stormwater runoff from other portions of Beacon Pointe; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of Beacon Pointe without the consent of the Owner(s) of the affected property and Declarant, as long as it owns any property subject to the Declaration.

13.5. Master Association Easement. There is hereby created a nonexclusive easement in favor of the Master Association for ingress and egress over the entire Project (except the interior of an occupied dwelling unit) for the purpose of enabling the Master Association and its contractors and Related Parties to implement the provisions of this Declaration. The rights of access established in this Section 13.5 shall be exercised so as to reasonably minimize interference with the quiet enjoyment of a Lot by its Owner. Every Lot is also hereby subjected to a nonexclusive easement for overspray and runoff of water from any irrigation systems serving the Maintenance Areas. Under no circumstance will the Master Association or any Related Party of the Master Association be responsible for any property damage or personal injury resulting from any overspray or from the operation of the irrigation systems serving the Maintenance Area.

13.6. Other Easements. The easements provided for in this Article 13 shall in no way affect any other recorded easement.

ARTICLE 14 EXPANSION OF COMMUNITY

14.1. Expansion by Declarant. From time to time, Declarant may submit to the terms of this Declaration additional property by recording a Supplement describing the additional property to be submitted. Declarant may record such a Supplement without the consent of any Person except the owner of such property, if not Declarant. Declarant's right to expand Beacon Pointe under this section expires upon expiration of the Declarant Control Period; provided, however, nothing in this Declaration shall require Declarant or any successor to submit additional property to this Declaration.

14.2. Expansion by the Master Association. The Master Association also may submit additional property to this Declaration by recording a Supplement describing the additional property. Any Supplement which the Master Association records must be approved by Owners representing more than 50% of the total votes in the Master Association at a meeting duly called for such purpose and by the owner of the property to be submitted.

14.3. Additional Covenants and Easements. Any Supplement that Declarant records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Master Association to maintain and insure such property and authorizing the Master Association to recover its costs through Assessments. Such provisions may be included in a Supplement submitting new property to this Declaration or may be set forth in a separate Supplement applicable to

property previously submitted to this Declaration. If someone other than Declarant owns the property, then the Supplement must be signed by such Owner evidencing such Owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

14.4. Effect of Filing a Supplement. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Declaration shall be assigned voting rights in the Master Association and assessment liability in accordance with the provisions of this Article.

ARTICLE 15 ADDITIONAL RIGHTS RESERVED TO DECLARANT

15.1. Withdrawal of Property. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Declaration shall be assigned voting rights in the Master Association and assessment liability in accordance with the provisions of this Article. During the Declarant Control Period, Declarant may amend this Declaration to remove any unimproved portion of Beacon Pointe from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not Declarant. If the property is Maintenance Area, the Master Association shall consent to such withdrawal.

15.2. Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, during the Declarant Control Period Declarant and its designees or assigns may construct, use, and maintain upon portions of Beacon Pointe owned and controlled by Declarant and other property they own, such facilities and activities as, in Declarant's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Lots.

15.3. Right to Approve Changes in Beacon Pointe Standards. During the Declarant Control Period, no amendment to or modification of any rules or Design Guidelines shall be effective without prior notice to and the written approval of Declarant.

15.4. Exclusive Rights to Use Name "Beacon Pointe." No Person shall use the name "Beacon Pointe" or any derivative of such name or in any logo or depiction associated with Beacon Pointe in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Beacon Pointe" in printed or promotional material where such term is used solely to specify that particular property is located within Beacon Pointe.

15.5. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a recorded instrument Declarant signs. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

15.6. Right to Approve Changes in Community-Wide Standards. No amendment or modification to the Community-Wide Standards shall be effective without Declarant's prior written consent, which consent may be withheld in Declarant's sole and absolute discretion.

15.7. Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the property within the Project, including the Lots, and a perpetual nonexclusive easement of access throughout the Project to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Lot.

15.8. Self-Help. In the event the Master Association fails to fulfill its obligations, Declarant, or a Declarant Affiliate, may, upon not less than fifteen (15) days written notice to the Master Association, undertake to complete the Master Association's obligations under this Declaration. If Declarant, or a Declarant Affiliate, exercises its self-help rights herein, then the Master Association shall reimburse Declarant, or said Declarant Affiliate, for all costs and expenses incurred in performing the Master Association's obligations within fifteen (15) days of written request therefor

ARTICLE 16 TERMINATION AND AMENDMENT OF DECLARATION

16.1. Term and Termination. This Declaration shall be effective for a minimum of thirty (30) years from the date it is recorded. After thirty (30) years, this Declaration shall be extended automatically for successive 10-year periods unless at least sixty-seven percent (67%) of the then-Owners sign a document stating that the Declaration is terminated and that document is recorded within the year before any extension. In such case, this Declaration shall terminate on the date specified in the termination document.

16.2. Amendment.

16.2.1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Declarant Control Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Lots unless the Owner shall consent in writing.

16.2.2. By Owners. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing sixty-seven percent (67%) of the total votes in the Master Association. In addition, during the Declarant Control Period, any such amendment shall also require Declarant's written consent.

16.2.3. Validity and Effect. No amendment may remove, revoke, or modify any right or privilege of Declarant or a Declarant Affiliate without the written consent of Declarant or a Declarant Affiliate, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third-party will affect the

validity of such amendment. Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE 17 GENERAL PROVISIONS

17.1 Successors and Assigns. Each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Project and shall be a burden thereon, for the benefit of all portions of the Project, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant, Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in a Lot or Parcel, the transferee thereof shall automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor shall thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.

17.2 No Dedication to Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

17.3 No Cancellation. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

17.4 Survival. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

17.5 No Merger. The ownership of the entire Project by the same party shall not affect the termination of this Declaration.

17.6 Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Project or any part thereof, including a Lot, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

17.7 Remedies. Declarant and any Owner of any portion of the Project may prosecute any proceedings at law or in equity against any Person or entity violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it, him or them from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, shall be assessed against the losing party and shall constitute a lien against the real property or the interest therein in the Project belonging to such party as provided in Article 12 above, which the prevailing party may foreclose in the manner provided in such Article 12. All remedies set forth herein or otherwise available at law or equity shall be cumulative.

17.8 Third-Party Beneficiaries. By taking title to a Lot, each owner acknowledges and agrees that the Declarant Affiliate is an intended third-party beneficiary; provided, however, no rights, privileges or

immunities set forth herein shall inure to the benefit of any other customer, employee, guest, licensee or invitee of any Owner, tenant or any other occupant of any portion of the Project, nor shall any other customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third-party beneficiary of any of the provisions contained herein.

17.9 Captions. The captions heading the various Articles of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

17.10 Consent. Unless otherwise set forth herein, any approval or consent required or requested of the Declarant or the Master Association may be withheld in its sole and absolute discretion. Unless otherwise specified herein, any approval or consent required to be obtained hereunder by any Owner, other than the Declarant or the Master Association, shall not be unreasonably withheld and shall be given or withheld within thirty (30) days after delivery of the request therefor. In the event an Owner whose approval or consent is sought pursuant to the immediately preceding sentence fails to respond within the applicable time period, such Owner shall be deemed to have approved of, or consented to, the matter in question.

17.11 Assignment. Except as otherwise expressly set forth herein, no Owner shall have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in property within the Project (and any conveyance made by deed of trust, Mortgage or other security instrument as security for any obligation or indebtedness shall not be deemed to be a transfer or conveyance within the meaning of the foregoing).

17.12 Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner to another Owner, or to Declarant, shall be in writing, signed by the party giving the notice, and shall be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first-class postage, and postage prepaid. All notices shall be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

Declarant: Suburban Land Reserve, Inc.
Attn: Asset Manager
51 South Main Street, Suite 301
Salt Lake City, Utah 84111

To any other Owner: At such address as such Owner shall designate in writing to Declarant or at such Owner’s address in the Project if such Owner shall fail to designate in writing another address to Declarant.

Any Owner may change its mailing address at any time by giving written notice of such change to the Declarant in the manner provided herein at least ten (10) days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt, and service by mail will be deemed complete on deposit of said notice in the United States mail.


17.13 Jurisdiction. Any matter arising under this Declaration shall be governed by and determined in accordance with the Laws of the State of Utah.

17.14 Other Agreements. Nothing contained in this Declaration shall be construed as a limitation on Declarant's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more favorable to Declarant or otherwise different than those

contained herein; provided, however, in all events, any such agreement shall be subordinate to this Declaration.

(Signature and Acknowledgement to follow)

EXHIBIT A**DESCRIPTION OF REAL PROPERTY****Parcel 1**

 LOCATED IN SECTIONS 26 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 967.56 FEET AND EAST 1548.07 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1265.18 FEET; THENCE EAST 1018.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: S0°30'20"W 302.54 FEET; THENCE S2°05'00"E 807.82 FEET; THENCE N9°14'09"E 13.75 FEET; THENCE S2°02'58"E 249.46 FEET; THENCE S87°57'02"W 2.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S87°56'05"W) 25.71 FEET THROUGH A CENTRAL ANGLE OF 92°03'55" (CHORD: S43°58'02"W 23.03 FEET); THENCE WEST 51.25 FEET; THENCE S82°52'30"W 394.63 FEET; THENCE WEST 541.17 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N45°00'00"W 21.21 FEET); THENCE NORTH 130.99 FEET; THENCE WEST 38.50 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±33.00 ACRES

Parcel 2

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 1516.24 FEET; THENCE SOUTH 593.45 FEET; THENCE ALONG THE ARC OF A 583.50 FOOT RADIUS CURVE TO THE LEFT 374.51 FEET THROUGH A CENTRAL ANGLE OF 36°46'29" (CHORD: S18°23'14"E 368.12 FEET); THENCE S36°46'29"E 27.73 FEET; THENCE ALONG THE ARC OF A 506.50 FOOT RADIUS CURVE TO THE RIGHT 224.97 FEET THROUGH A CENTRAL ANGLE OF 25°26'56" (CHORD: S24°03'01"E 223.13 FEET); THENCE N75°03'56"E 9.49 FEET TO THE NORTHWEST CORNER OF TANNER LANE CHURCH SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES: SOUTHEASTERLY ALONG THE ARC OF A 272.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S75°03'56"W) 70.90 FEET THROUGH A CENTRAL ANGLE OF 14°56'04" (CHORD: S7°28'02"E 70.70 FEET); THENCE SOUTH 49.29 FEET TO THE NORTH LINE OF PHASE 1, SARATOGA HILLS SUBDIVISION; THENCE ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: N89°34'13"W 378.03 FEET; THENCE S89°22'30"W 118.07 FEET; THENCE S77°53'30"W 328.70 FEET; THENCE N48°24'30"W 62.62 FEET; THENCE N89°48'45"W 538.51 FEET TO THE SOUTHEAST CORNER OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FIVE (5) COURSES: N0°11'15"E 111.12 FEET; THENCE N38°22'21"W 472.34 FEET; THENCE S66°59'35"W 270.81 FEET; THENCE S22°42'35"E 120.69 FEET; THENCE S67°17'25"W 28.00 FEET; THENCE N22°42'35"W 125.45 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE RIGHT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: N11°19'33"E 542.36 FEET); THENCE N45°21'42"E 29.10 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE LEFT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: N22°40'51"E 225.96 FEET); THENCE NORTH 179.87 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±47.47 ACRES

Parcel 3

LOCATED IN SECTIONS 26, 34 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1652.18 FEET; THENCE EAST 1554.74 FEET; THENCE SOUTH 1265.18 FEET; THENCE EAST 38.50 FEET; THENCE SOUTH 130.99 FEET; THENCE WEST 77.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: WEST) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"W 21.21 FEET); THENCE SOUTH 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"E 21.21 FEET); THENCE SOUTH 131.01 FEET; THENCE WEST 1516.24 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±58.82 ACRES

Parcel 4

LOCATED IN SECTION 26, 27, 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°45'41"E ALONG THE SECTION LINE 756.02 FEET AND NORTH 99.71 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 294.76 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE LEFT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1095.46 FEET); THENCE N38°08'08"E 71.51 FEET; THENCE S51°51'52"E 399.73 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE LEFT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 301.53 FEET); THENCE EAST 14.00 FEET; THENCE SOUTH 1832.05 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE RIGHT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: S22°40'51"W 225.96 FEET); THENCE S45°21'42"W 29.10 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE LEFT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: S11°19'33"W 542.36 FEET); THENCE S22°42'35"E 125.45 FEET TO THE NORTH LINE OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FOUR (4) COURSES: THENCE S67°17'25"W 28.00 FEET; THENCE S22°42'35"E 32.92 FEET; THENCE ALONG THE ARC OF A 499.00 FOOT RADIUS CURVE TO THE RIGHT 186.63 FEET THROUGH A CENTRAL ANGLE OF 21°25'47" (CHORD: S11°59'41"E 185.55 FEET); THENCE S1°16'48"E 28.95 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 1, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF THE BENCHES PLATS 1-3 AND 10, 1687.72 FEET; THENCE N2°59'33"E 158.94 FEET; THENCE N28°09'01"E 600.67 FEET; THENCE S61°50'59"E 18.35 FEET; THENCE N28°09'01"E 113.55 FEET; THENCE ALONG THE ARC OF A 1397.50 FOOT RADIUS CURVE TO THE LEFT 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: N16°54'38"E 544.79 FEET); THENCE N2°17'40"W 387.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S79°44'25"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: N21°58'56"W 567.86 FEET); THENCE S56°18'37"W 154.00 FEET; THENCE N34°06'22"W 29.56 FEET; THENCE S61°50'59"W 37.73 FEET; THENCE N34°11'20"W 321.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N55°48'26"E) 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: N17°05'47"W 146.99 FEET); THENCE NORTH 221.07 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±103.58 ACRES

Parcel 5

LOCATED IN SECTION 34 AND SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 869.33 FEET AND NORTH 94.03 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1625.33 FEET; THENCE SOUTH 221.07 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: S17°05'47"E 146.99 FEET); THENCE S34°11'34"E 321.37 FEET; THENCE S61°50'59"W 234.82 FEET; THENCE S68°54'04"W 73.34 FEET; THENCE WEST 1063.29 FEET; THENCE SOUTH 504.04 FEET; THENCE WEST 558.00 FEET; THENCE NORTH 599.11 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE RIGHT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'56"E 226.23 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE TO THE LEFT 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: N2°53'58"E 297.60 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±36.57 ACRES

Parcel 6

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 358.93 FEET AND SOUTH 669.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1063.29 FEET; THENCE N68°54'04"E 73.34 FEET; THENCE N61°50'59"E 272.53 FEET; THENCE S34°11'34"E 19.00 FEET; THENCE ALONG THE ARC OF A 1243.50 FOOT RADIUS CURVE TO THE RIGHT 10.56 FEET THROUGH A CENTRAL ANGLE OF 0°29'12" (CHORD: S33°56'59"E 10.56 FEET); THENCE N56°18'37"E 154.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S56°17'44"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: S21°58'56"E 567.86 FEET); THENCE S2°17'40"E 387.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N84°19'45"W) 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: S16°54'38"W 544.79 FEET); THENCE S28°09'01"W 113.55 FEET; THENCE N61°50'59"W 18.35 FEET; THENCE S28°09'01"W 600.67 FEET; THENCE S2°59'33"W 158.94 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 10, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF SAID SUBDIVISION 846.93 FEET TO THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION, SAID POINT ALSO BEING HELD AS THE CENTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°50'07"W ALONG THE QUARTER SECTION LINE 210.01 FEET TO THE SOUTHEAST CORNER OF PLAT "A", QUESTAR BENCHES MINOR SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N0°23'17"W 65.00 FEET; THENCE N89°50'07"W 110.00 FEET; THENCE S0°23'17"E 65.00 FEET TO SAID QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 609.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°09'41"E) 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: N1°55'09"W 200.95 FEET); THENCE NORTH 1287.68 FEET; THENCE EAST 558.00 FEET; THENCE NORTH 504.04 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±92.34 ACRES

Parcel 7

LOCATED IN SECTIONS 34 AND 35, TOGETHER WITH SECTIONS 26 AND 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 969.97 FEET AND NORTH 113.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 2020.73 FEET; THENCE ALONG THE ARC OF A 1232.50 FOOT RADIUS CURVE TO THE LEFT 1115.67 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1077.96 FEET); THENCE N38°08'08"E 101.51 FEET; THENCE S51°51'52"E 419.73 FEET; THENCE ALONG THE ARC OF A 431.50 FOOT RADIUS CURVE TO THE LEFT 287.20 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 281.93 FEET); THENCE EAST 2587.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE S0°30'20"W ALONG SAID RIGHT-OF-WAY LINE 30.00 FEET; THENCE WEST 2586.77 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE RIGHT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: N70°55'56"W 301.53 FEET); THENCE N51°51'52"W 399.73 FEET; THENCE S38°08'08"W 71.51 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE RIGHT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: S64°04'04"W 1095.46 FEET); THENCE WEST 1920.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S88°37'58"W) 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: S2°53'58"W 297.60 FEET); THENCE S7°09'58"W 147.66 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE LEFT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: S3°34'59"W 226.23 FEET); THENCE SOUTH 1886.79 FEET; THENCE ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE LEFT 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: S1°55'09"E 200.95 FEET) TO THE QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 100.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3100.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°17'27"E) 200.69 FEET THROUGH A CENTRAL ANGLE OF 3°42'33" (CHORD: N1°51'17"W 200.65 FEET); THENCE NORTH 1886.79 FEET; THENCE ALONG THE ARC OF A 1910.00 FOOT RADIUS CURVE TO THE RIGHT 238.89 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'59"E 238.73 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 1900.00 FOOT RADIUS CURVE TO THE LEFT 305.37 FEET THROUGH A CENTRAL ANGLE OF 9°12'32" (CHORD: N2°33'42"E 305.05 FEET) TO THE POINT OF BEGINNING.

Cked by HJB 13 May 2019

CONTAINS: ±10.09 ACRES

EXHIBIT B

DESCRIPTION OF EXCLUDED PROPERTY

Lot 121 of Founders at Beacon Pointe Plat A recorded on March 3, 2020, as Entry No. 27310:2020, Map 16979, in the Official Records of the Utah Country Recorder's Office

EXHIBIT C

DEPICTION OF MAINTENANCE AREAS

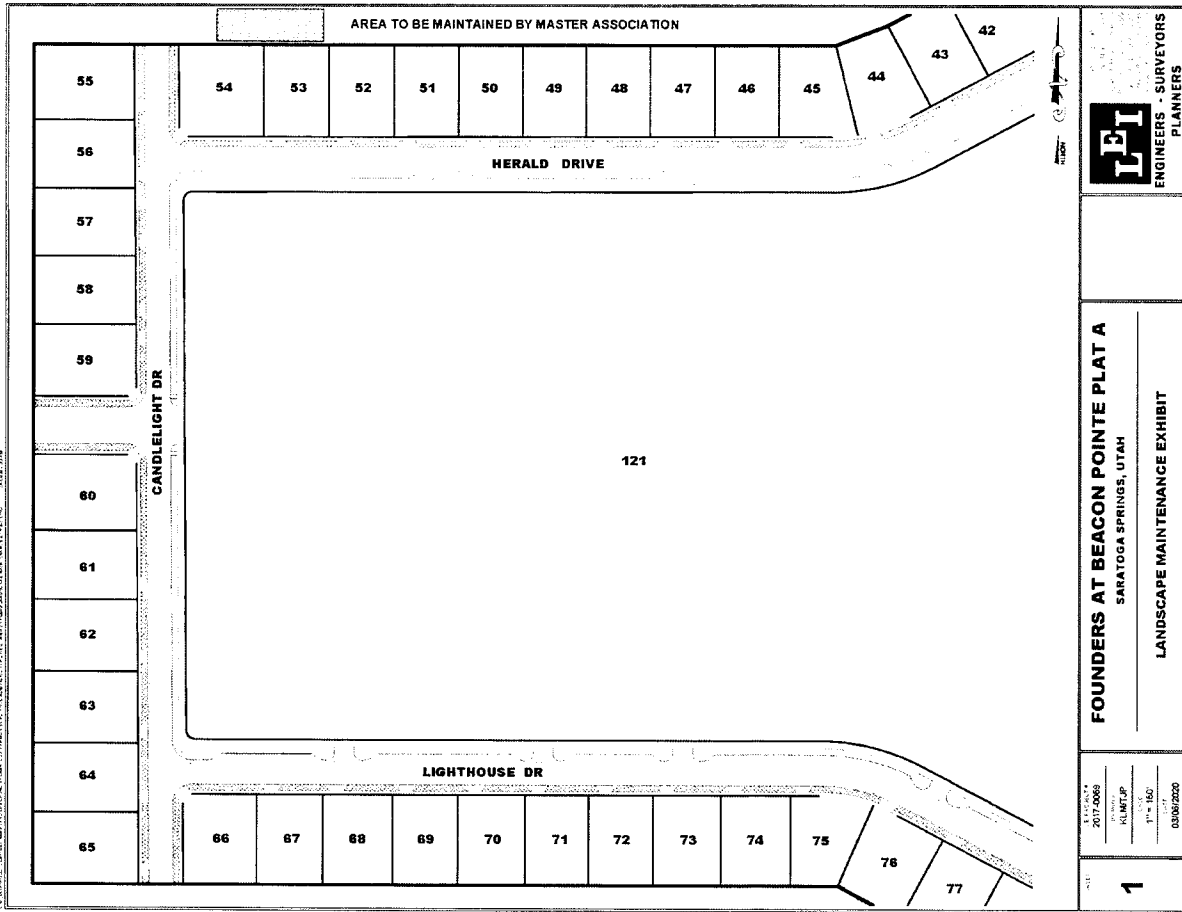


EXHIBIT C

DEPICTION OF MAINTENANCE AREAS (cont.)

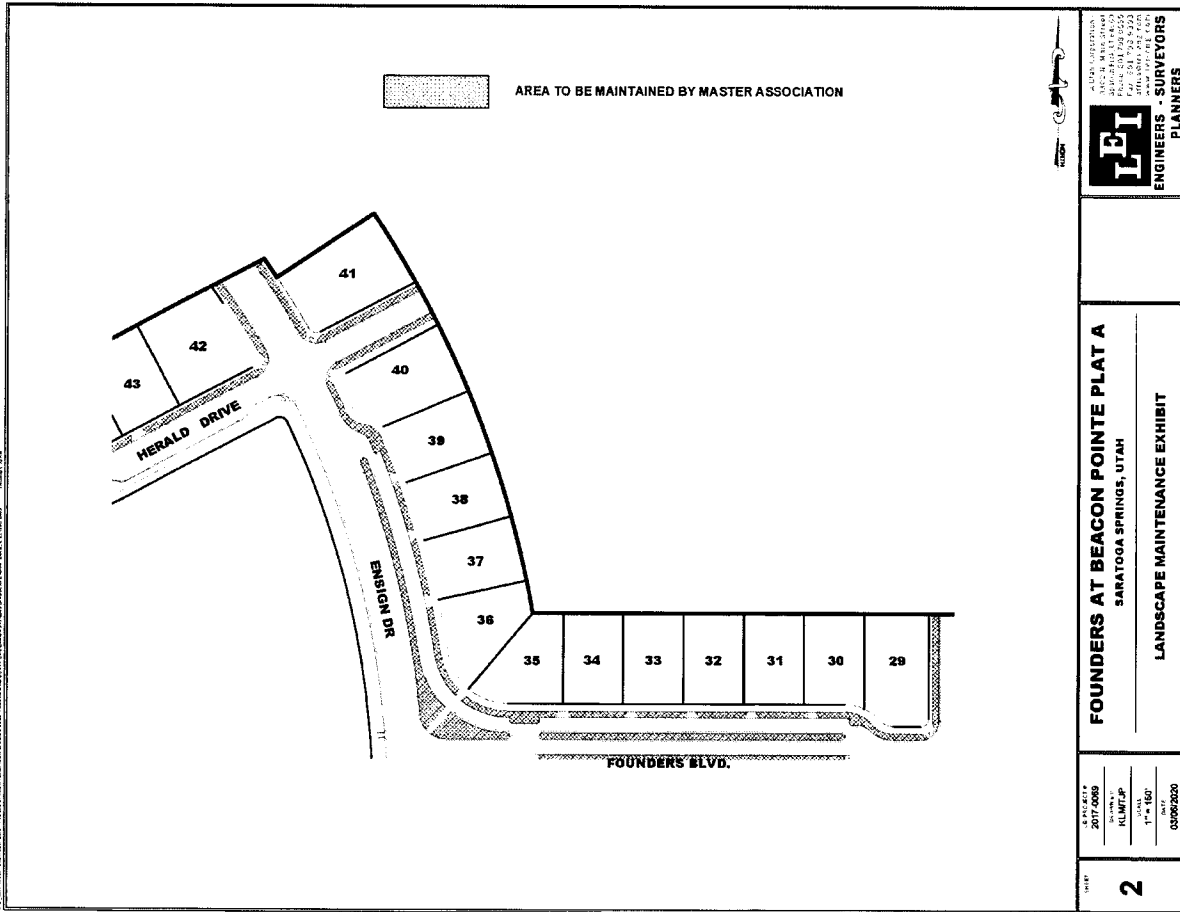


EXHIBIT C

DEPICTION OF MAINTENANCE AREAS (cont.)

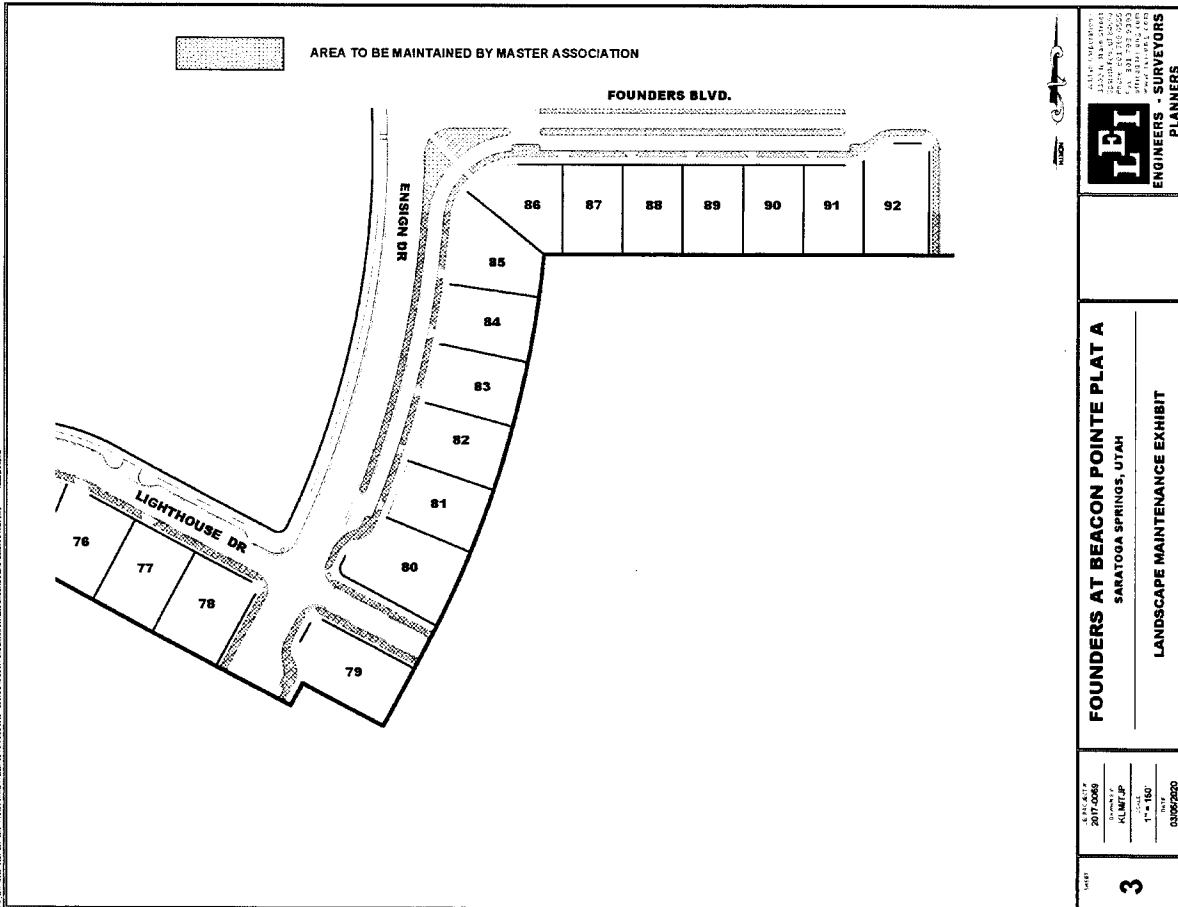


EXHIBIT C

DEPICTION OF MAINTENANCE AREAS (cont.)

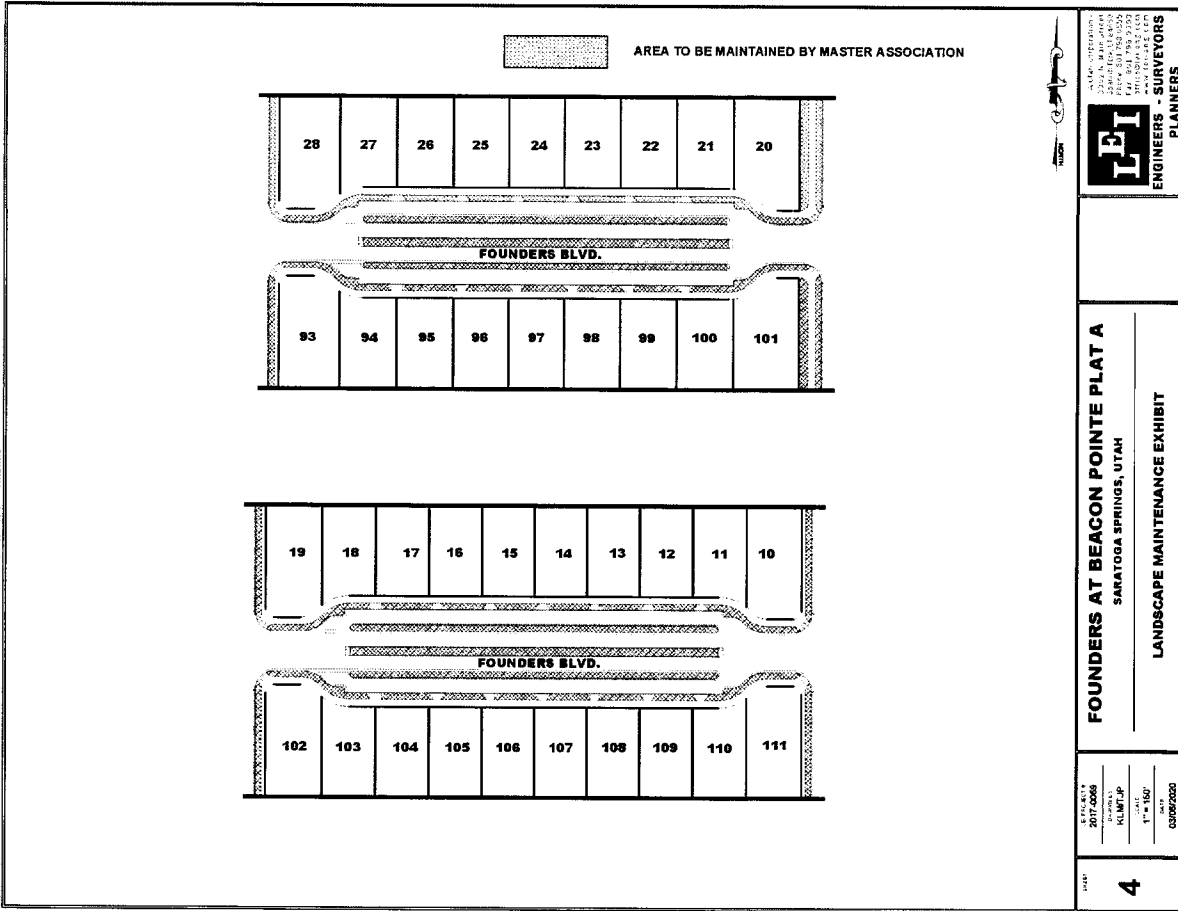


EXHIBIT C

DEPICTION OF MAINTENANCE AREAS (cont.)

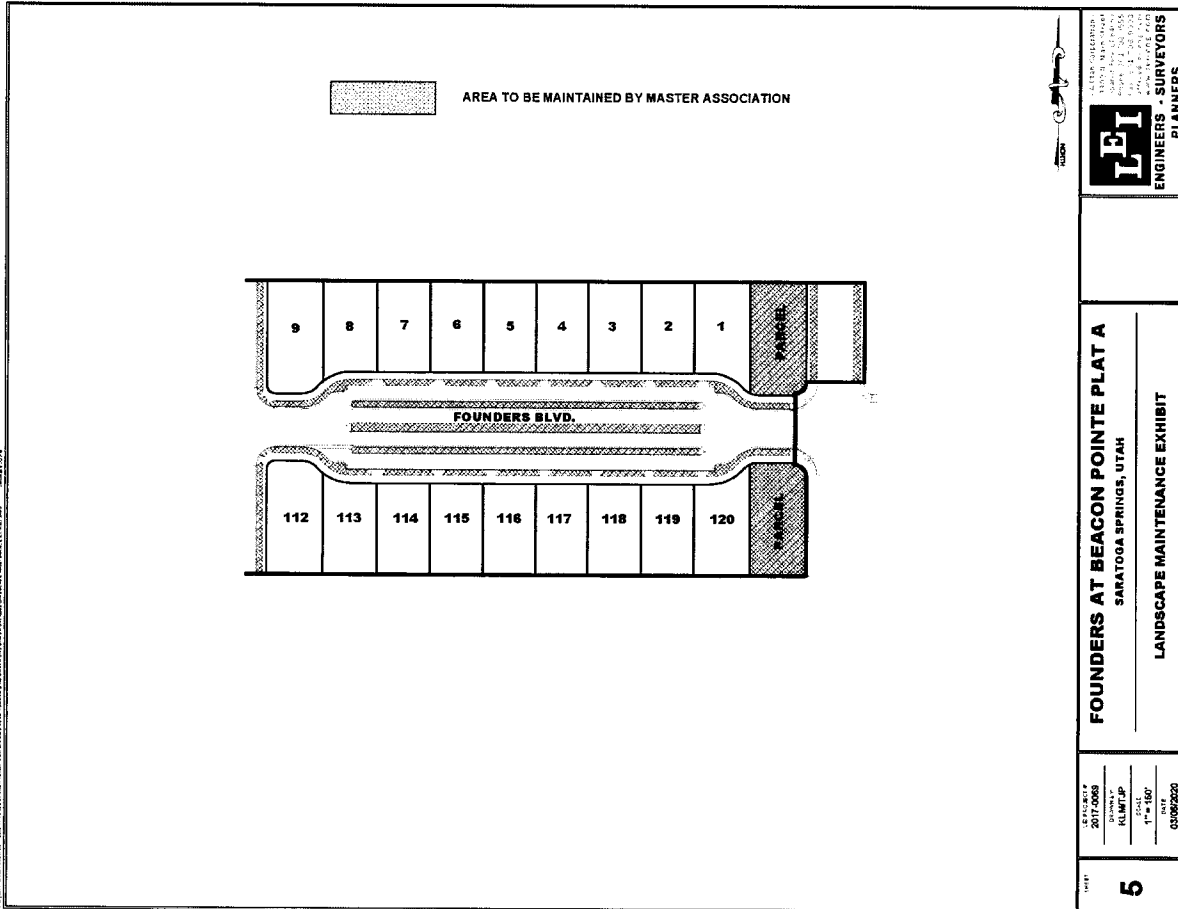


EXHIBIT D**INITIAL RULES**

The purpose of Rules is to provide a framework to guide Owners in their relationships and interactions with one another within Beacon Pointe. It is expressly intended that the Reviewer under Declaration, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all of Beacon Pointe until such time as they are modified pursuant to the Declaration.

1. **General**. Beacon Pointe shall be used only for residential and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant or residential developers to assist in the sale of property described in Exhibit "A," offices for any property manager retained by the Master Association, or business offices for Declarant or the Master Association) consistent with this Declaration and any Supplement.
2. **Restricted Activities**. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Beacon Pointe:
 - a. Parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area and visitors to Beacon Pointe may park in driveways or along the side of the street for the duration of the visit, provided that no parked vehicle shall block any sidewalk within Beacon Pointe;
 - b. Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot. However, those pets which make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and all pet owners shall be responsible for immediately removing and disposing of any pet waste. Pets shall be registered, licensed, and inoculated as required by law;
 - c. Any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Lots;
 - d. Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

- e. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;
- f. Any noxious or offensive activity, or belligerent, provocative language which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
- g. Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;
- h. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- i. Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers which must be stored in an enclosed garage except on the regular day for garbage collection;
- j. Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- k. On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Master Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
- l. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Beacon Pointe or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- m. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot;
- n. Vehicle maintenance shall occur in an enclosed garage whenever practical. When vehicle maintenance must be performed in a driveway, such maintenance must occur only during daylight hours and the vehicle upon which maintenance is being performed must be placed in an enclosed garage at the end of each day.

3. Prohibited Conditions. The following shall be prohibited at Beacon Pointe:

- a. Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Beacon Pointe; and
- b. Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair, including, but not limited to worn, peeling, or chipped paint on the exterior portion of a Lot.

EXHIBIT E-1

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

BEACON POINTE OWNERS' ASSOCIATION, INC.,

A UTAH NONPROFIT CORPORATION

_____, the undersigned natural person over the age of eighteen years, acting as incorporator of a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act hereby adopts the following Articles of Incorporation for said corporation and certifies as follows:

ARTICLE I

NAME

The name of the nonprofit corporation is BEACON POINTE OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

DURATION

The Association shall exist perpetually, or until dissolved pursuant to law.

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating, and governing Beacon Pointe, a residential subdivision located in Saratoga Springs, Utah, hereinafter referred to as the "Project," which is located upon real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, and all improvements erected thereon. The Association is organized and shall be operated to perform the functions and provide the services contemplated in that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEACON POINTE, A RESIDENTIAL COMMUNITY, hereinafter referred

to as the "Declaration," which document was recorded in the Official Records of the County Recorder of Utah County, State of Utah, on _____, 2020, as Entry No. _____. No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Members, Directors or Officers of the Association, except as otherwise provided herein, in the Bylaws, in the Declaration, or under Utah law. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used herein.

ARTICLE IV

POWERS

Subject to the purposes declared in Article III above, and any limitations expressed herein, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy, and collect the charge and assessments provided for in the said Declaration and all things incidental thereto; and

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell, and dispose of any and all kinds and character of real, personal, and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, to exercise all rights, powers, and privileges appertaining thereto; and

(c) The power to do any and all things that a nonprofit corporation may now or hereafter do under the Laws of the State of Utah.

ARTICLE V

MEMBERSHIP

Membership in the Association shall be as designated by Suburban Land Reserve, Inc. ("Declarant"), or its successor, in the Declaration. Membership in the Association shall be mandatory and not optional. Every person or entity who becomes a record owner of a Lot within the Project, as defined in the Declaration, shall be a Member of the Association. Each Membership in the Association shall be

appurtenant to and shall not be separated from the portion of the Project to which it relates. No person or entity other than the Declarant, the Owners and Neighborhood Associations may be a Member of the Association.

ARTICLE VI

NO STOCK; MEMBERSHIP CERTIFICATES

The Association shall not issue shares of stock. The Association may issue certificates of Membership, but such certificates shall not be necessary to evidence Membership in the Association.

ARTICLE VII

VOTING RIGHTS

All voting rights in the Association shall be exercised by the Members as set forth in the Declaration and in the Association Bylaws. In the event of any inconsistency between the Bylaws and the Declaration, the terms of the Declaration shall control.

ARTICLE VIII

ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

ARTICLE IX

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association, its assets shall be distributed to its Members in the same proportion in which Assessments are assessed against said Members pursuant to the Declaration.

ARTICLE X

PRINCIPAL OFFICE AND REGISTERED AGENT

The address of the initial principal office of the Association is _____, _____, Utah _____, and the name of the initial registered agent of the Association at such address is _____.

ARTICLE XI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, consisting of five (5) Directors, as prescribed by the Bylaws. The names and addresses of the person who are to serve as Directors until the first annual meeting of the Members and until the successors of such Directors are elected and shall qualify are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE XII

MANAGER

The Board of Directors may, by written contract, delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions and powers as are properly delegable.

ARTICLE XIII

BYLAWS, RULES AND REGULATIONS

The Board of Directors may adopt, amend, repeal, and enforce Bylaws and reasonable rules and regulations governing the operation of the Association and the operation and use of the Project, to the extent that the same are not inconsistent with these Articles of Incorporation or the Declaration. Copies of all Bylaws of the Association and all amendments and modifications thereof may be recorded in the Office of the County Recorder of Utah County, State of Utah.

XIV

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

ARTICLE XV

AMENDMENTS

Except as otherwise provided by law or by the Declaration, these Articles of Incorporation may be amended in accordance with Utah law during the Declarant Control Period, as defined in the Declaration upon the affirmative vote of a majority of the total voting power of the Association as defined in the Declaration and Declarant’s consent, which consent may not be unreasonably withheld, conditioned, or delayed. Upon expiration of the Declarant Control Period these Articles may be amended in accordance with Utah law upon the affirmative vote of a majority of the total voting power of the Association as defined in the Declaration.

DATED this ____ day of _____, 2020.

_____, Incorporator

EXHIBIT A

Legal Description of the Property

Parcel 1

LOCATED IN SECTIONS 26 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 967.56 FEET AND EAST 1548.07 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1265.18 FEET; THENCE EAST 1018.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: S0°30'20"W 302.54 FEET; THENCE S2°05'00"E 807.82 FEET; THENCE N9°14'09"E 13.75 FEET; THENCE S2°02'58"E 249.46 FEET; THENCE S87°57'02"W 2.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S87°56'05"W) 25.71 FEET THROUGH A CENTRAL ANGLE OF 92°03'55" (CHORD: S43°58'02"W 23.03 FEET); THENCE WEST 51.25 FEET; THENCE S82°52'30"W 394.63 FEET; THENCE WEST 541.17 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N45°00'00"W 21.21 FEET); THENCE NORTH 130.99 FEET; THENCE WEST 38.50 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±33.00 ACRES

Parcel 2

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 1516.24 FEET; THENCE SOUTH 593.45 FEET; THENCE ALONG THE ARC OF A 583.50 FOOT RADIUS CURVE TO THE LEFT 374.51 FEET THROUGH A CENTRAL ANGLE OF 36°46'29" (CHORD: S18°23'14"E 368.12 FEET); THENCE S36°46'29"E 27.73 FEET; THENCE ALONG THE ARC OF A 506.50 FOOT RADIUS CURVE TO THE RIGHT 224.97 FEET THROUGH A CENTRAL ANGLE OF 25°26'56" (CHORD: S24°03'01"E 223.13 FEET); THENCE N75°03'56"E 9.49 FEET TO THE NORTHWEST CORNER OF TANNER LANE CHURCH SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES: SOUTHEASTERLY ALONG THE ARC OF A 272.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S75°03'56"W) 70.90 FEET THROUGH A CENTRAL ANGLE OF 14°56'04" (CHORD: S7°28'02"E 70.70 FEET); THENCE SOUTH 49.29 FEET TO THE NORTH LINE OF PHASE 1, SARATOGA HILLS SUBDIVISION; THENCE ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: N89°34'13"W 378.03 FEET; THENCE S89°22'30"W 118.07 FEET; THENCE S77°53'30"W 328.70 FEET; THENCE N48°24'30"W 62.62 FEET; THENCE N89°48'45"W 538.51 FEET TO THE SOUTHEAST CORNER OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FIVE (5) COURSES: N0°11'15"E 111.12 FEET; THENCE N38°22'21"W 472.34 FEET; THENCE S66°59'35"W 270.81 FEET; THENCE S22°42'35"E 120.69 FEET; THENCE S67°17'25"W 28.00 FEET; THENCE N22°42'35"W 125.45 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE RIGHT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: N11°19'33"E 542.36 FEET); THENCE N45°21'42"E 29.10 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE LEFT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: N22°40'51"E 225.96 FEET); THENCE NORTH 179.87 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±47.47 ACRES

Parcel 3

LOCATED IN SECTIONS 26, 34 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1652.18 FEET; THENCE EAST 1554.74 FEET; THENCE SOUTH 1265.18 FEET; THENCE EAST 38.50 FEET; THENCE SOUTH 130.99 FEET; THENCE WEST 77.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: WEST) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"W 21.21 FEET); THENCE SOUTH 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"E 21.21 FEET); THENCE SOUTH 131.01 FEET; THENCE WEST 1516.24 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±58.82 ACRES

Cked by JJB 13 May 2019

Parcel 4

LOCATED IN SECTION 26, 27, 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°45'41"E ALONG THE SECTION LINE 756.02 FEET AND NORTH 99.71 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 294.76 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE LEFT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1095.46 FEET); THENCE N38°08'08"E 71.51 FEET; THENCE S51°51'52"E 399.73 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE LEFT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 301.53 FEET); THENCE EAST 14.00 FEET; THENCE SOUTH 1832.05 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE RIGHT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: S22°40'51"W 225.96 FEET); THENCE S45°21'42"W 29.10 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE LEFT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: S11°19'33"W 542.36 FEET); THENCE S22°42'35"E 125.45 FEET TO THE NORTH LINE OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FOUR (4) COURSES: THENCE S67°17'25"W 28.00 FEET; THENCE S22°42'35"E 32.92 FEET; THENCE ALONG THE ARC OF A 499.00 FOOT RADIUS CURVE TO THE RIGHT 186.63 FEET THROUGH A CENTRAL ANGLE OF 21°25'47" (CHORD: S11°59'41"E 185.55 FEET); THENCE S1°16'48"E 28.95 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 1, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF THE BENCHES PLATS 1-3 AND 10, 1687.72 FEET; THENCE N2°59'33"E 158.94 FEET; THENCE N28°09'01"E 600.67 FEET; THENCE S61°50'59"E 18.35 FEET; THENCE N28°09'01"E 113.55 FEET; THENCE ALONG THE ARC OF A 1397.50 FOOT RADIUS CURVE TO THE LEFT 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: N16°54'38"E 544.79 FEET); THENCE N2°17'40"W 387.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S79°44'25"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: N21°58'56"W 567.86 FEET); THENCE S56°18'37"W 154.00 FEET; THENCE N34°06'22"W 29.56 FEET; THENCE S61°50'59"W 37.73 FEET; THENCE N34°11'20"W 321.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N55°48'26"E) 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: N17°05'47"W 146.99 FEET); THENCE NORTH 221.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±103.58 ACRES

Cked by JJB 13 May 2019

Parcel 5

LOCATED IN SECTION 34 AND SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 869.33 FEET AND NORTH 94.03 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1625.33 FEET; THENCE SOUTH 221.07 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: S17°05'47"E 146.99 FEET); THENCE S34°11'34"E 321.37 FEET; THENCE S61°50'59"W 234.82 FEET; THENCE S68°54'04"W 73.34 FEET; THENCE WEST 1063.29 FEET; THENCE SOUTH 504.04 FEET; THENCE WEST 558.00 FEET; THENCE NORTH 599.11 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE RIGHT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'56"E 226.23 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE TO THE LEFT 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: N2°53'58"E 297.60 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±36.57 ACRES

Parcel 6

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 358.93 FEET AND SOUTH 669.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1063.29 FEET; THENCE N68°54'04"E 73.34 FEET; THENCE N61°50'59"E 272.53 FEET; THENCE S34°11'34"E 19.00 FEET; THENCE ALONG THE ARC OF A 1243.50 FOOT RADIUS CURVE TO THE RIGHT 10.56 FEET THROUGH A CENTRAL ANGLE OF 0°29'12" (CHORD: S33°56'59"E 10.56 FEET); THENCE N56°18'37"E 154.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S56°17'44"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: S21°58'56"E 567.86 FEET); THENCE S2°17'40"E 387.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N84°19'45"W) 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: S16°54'38"W 544.79 FEET); THENCE S28°09'01"W 113.55 FEET; THENCE N61°50'59"W 18.35 FEET; THENCE S28°09'01"W 600.67 FEET; THENCE S2°59'33"W 158.94 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 10, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF SAID SUBDIVISION 846.93 FEET TO THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION, SAID POINT ALSO BEING HELD AS THE CENTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°50'07"W ALONG THE QUARTER SECTION LINE 210.01 FEET TO THE SOUTHEAST CORNER OF PLAT "A", QUESTAR BENCHES MINOR SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N0°23'17"W 65.00 FEET; THENCE N89°50'07"W 110.00 FEET; THENCE S0°23'17"E 65.00 FEET TO SAID QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 609.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°09'41"E) 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: N1°55'09"W 200.95 FEET); THENCE NORTH 1287.68 FEET; THENCE EAST 558.00 FEET; THENCE NORTH 504.04 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±92.34 ACRES

Parcel 7

LOCATED IN SECTIONS 34 AND 35, TOGETHER WITH SECTIONS 26 AND 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 969.97 FEET AND NORTH 113.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 2020.73 FEET; THENCE ALONG THE ARC OF A 1232.50 FOOT RADIUS CURVE TO THE LEFT 1115.67 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1077.96 FEET); THENCE N38°08'08"E 101.51 FEET; THENCE S51°51'52"E 419.73 FEET; THENCE ALONG THE ARC OF A 431.50 FOOT RADIUS CURVE TO THE LEFT 287.20 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 281.93 FEET); THENCE EAST 2587.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE S0°30'20"W ALONG SAID RIGHT-OF-WAY LINE 30.00 FEET; THENCE WEST 2586.77 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE RIGHT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: N70°55'56"W 301.53 FEET); THENCE N51°51'52"W 399.73 FEET; THENCE S38°08'08"W 71.51 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE RIGHT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: S64°04'04"W 1095.46 FEET); THENCE WEST 1920.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S88°37'58"W) 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: S2°53'58"W 297.60 FEET); THENCE S7°09'58"W 147.66 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE LEFT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: S3°34'59"W 226.23 FEET); THENCE SOUTH 1886.79 FEET; THENCE ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE LEFT 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: S1°55'09"E 200.95 FEET) TO THE QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 100.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3100.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°17'27"E) 200.69 FEET THROUGH A CENTRAL ANGLE OF 3°42'33" (CHORD: N1°51'17"W 200.65 FEET); THENCE NORTH 1886.79 FEET; THENCE ALONG THE ARC OF A 1910.00 FOOT RADIUS CURVE TO THE RIGHT 238.89 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'59"E 238.73 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 1900.00 FOOT RADIUS CURVE TO THE LEFT 305.37 FEET THROUGH A CENTRAL ANGLE OF 9°12'32" (CHORD: N2°33'42"E 305.05 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±10.09 ACRES

EXHIBIT E-2

BYLAWS

**BYLAWS
OF
BEACON POINTE OWNERS' ASSOCIATION, INC.
a Utah nonprofit corporation**

adopted effective _____, 2020

BYLAWS OF BEACON POINTE OWNERS' ASSOCIATION, INC.

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act and the Community Association Act, the Board of Directors of Beacon Pointe Owners' Association, Inc., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation:

**ARTICLE I
NAME AND PURPOSE**

1.1 Name. The name of the nonprofit corporation is Beacon Pointe Owners' Association, Inc., hereinafter referred to as the "*Company*."

1.2 Purpose. The Company is organized as a nonprofit corporation for the benefit of the owners of real property within a residential project located in Saratoga Springs, Utah, and commonly known as "Beacon Pointe." The Company shall be operated to (i) provide for the general administration of the Project, (ii) manage, control, operate and maintain Maintenance Areas, including the construction, repair or replacement of improvements located upon such Maintenance Areas, and (iii) exercise rights, privileges and duties provided in the Declaration. The provisions of the Declaration, as the same may be amended from time to time in accordance with, the provisions hereof, are hereby incorporated by this reference. The real property which shall be initially subject to the Declaration is specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. This Declaration is subject to amendment, including the annexation of additional real property, in accordance with the provisions of this Declaration.

**ARTICLE II
DEFINITIONS AND RULES OF CONSTRUCTION**

2.1. Definitions. The following definitions shall apply for purposes of these Bylaws:

"*Articles*" means the Company's articles of incorporation, as the same may be amended from time to time, of record with the Utah Division of Corporations and Commercial Code.

"*Board*" means the Company's board of directors, elected and serving under these Bylaws as contemplated and regulated by the Corporation Law.

"*Community Association Law*" shall mean the Community Association Act under Utah Code Ann. § 57-8a-101 et seq., as such act may be amended from time to time, or any successor law.

"*Corporation Law*" means the Utah Revised Nonprofit Corporation Act, as such act may be amended from time to time, or any successor law.

"*Declarant*" has the meaning given in Section 1.14 of the Declaration.

"*Declarant Control Period*" has the meaning given in Section 1.16 of the Declaration.

"*Declaration*" means that certain Declaration of Covenants, Conditions, and Restrictions for Beacon Pointe, a Residential Community, as recorded in the Recorder's Office of Utah County, State of Utah, as Entry No. _____, on _____, 20__, as the same may be amended from time to time

"*Lot*" has the meaning given in Section 1.23 of the Declaration.

“*Owner*” has the meaning given in Section 1.32 of the Declaration.

“*Project*” has the meaning given in Section 1.36 of the Declaration.

“*Quorum*” means the total number of Members in attendance at any validly called and held meeting in which the Company desires to take any action permitted pursuant to the Declaration, which total number shall include the total number of Members’ mail in votes, proxies of Members, and any other representation of votes as allowed pursuant to Utah law.

“*Voting Rights*” are in reference to those voting rights granted to Owners in Article 4 of the Declaration, and more particularly described in Section 4.2 below.

2.2. Rules of Construction. The Articles, these Bylaws and the Declaration shall be construed, administered and enforced so as to comply and avoid conflict with the Community Association Law and the Corporation Law. In the event of a conflict between the Declaration, on the one hand, and the Articles and these Bylaws, on the other hand, relating to a matter that, under the Community Association Law, must be set forth in the Declaration, the terms of the Declaration shall control. In the event of a conflict between the Declaration, on the one hand, and the Articles and these Bylaws, on the other hand, relating to a matter that, under the Corporation Law, must be set forth in the Articles or the Bylaws, the terms of the Articles and these Bylaws shall control.

ARTICLE III CORPORATE OFFICES

3.1 Principal Office. The Company’s principal office shall be fixed and located at such place as the Board shall determine. The Board is granted full power and authority to change said principal office from one location to another. Unless the Board shall determine otherwise, said principal office shall be located at the Project.

3.2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places.

ARTICLE III MEMBERSHIP

4.1 Membership. Each Owner shall be entitled and required to be a Member of the Company. An Owner shall become a Member of the Company immediately and automatically upon becoming an Owner and shall cease to be a Member immediately and automatically upon ceasing to be an Owner, as evidenced in the official records of the Utah County Recorder’s Office, State of Utah. The right to be a Member shall be appurtenant to the Lot to which it relates, and shall not be transferred except upon the transfer of title to said real property and then only to the transferee of title thereto. Any transfer of title to a Lot shall operate automatically to transfer the Owner’s rights as a Member of the Company appurtenant thereto to the new Owner thereof. Any attempted separate transfer shall be void.

4.2 Voting Rights. The Company shall have two (2) classes of membership, Class “A” Member and Class “B” Member as follows:

Class A Members are all Members with the exception of the Declarant, until Declarant’s membership converts to Class A membership as provided herein. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member and the vote for such Lot shall be exercised as they among themselves

determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Company meeting by any of such co-Owners, where in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot in the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a Quorum exists.

Declarant holds the sole Class "B" membership. The Class B membership shall terminate upon the earlier to occur of (i) expiration of the Declarant Control Period, or (ii) the surrender of Class B membership status by the express written action of the Declarant. Upon termination of Declarant's Class "B" Membership Declarant's Class "A" Membership shall remain.

4.3. Suspension of Membership. The Board or a committee thereof may suspend a member and his or her Voting Rights for nonpayment of assessments, fees or fines, or for conduct that the Board shall deem unfavorable to the best interests of the Company, including, without limitation, flagrant violation of any provision of the Declaration, any rules or regulations adopted for the operation of the Project, or these Bylaws. The Board shall give the member who is the subject of the proposed action fifteen (15) days' prior notice of the proposed suspension and the reasons therefor. The member may submit a written statement to the Board regarding the proposed action not less than five (5) days before the effective date of the proposed suspension. Prior to the effective date of the proposed action, the Board, or a committee authorized to decide that the proposed suspension not take place, shall review any such statement submitted and shall determine the mitigating effect, if any, of the information contained therein on the proposed suspension.

4.4. Good Standing. Any member who shall be in arrears in the payment of any installment of assessments, fees or fines more than ten (10) days after their due date shall not be in good standing and shall not be entitled to vote as a member.

ARTICLE V MEETINGS OF MEMBERS

5.1. Place of Meetings. Meetings of members shall be held at any place within the State of Utah designated by the Board. In the absence of any such designation, meetings shall be held at the principal office of the Company.

5.2. Annual Meetings. There shall be an annual meeting of the Members of the Company not less often than once each calendar year on such date and at such time as may be fixed by the Board. The election of directors shall be held at the annual meeting. Any other proper business may be transacted at the annual meeting.

5.3. Special Meetings. Special meetings of members may be called at any time by the Board, the Chairman of the Board, the President, members holding at least twenty-five percent (25%) of the Voting Rights, or the Declarant. Upon request in writing to the Chairman of the Board, the President, any Vice President or the Secretary by any person (other than the Board) entitled to call a special meeting of members, the officer forthwith shall cause notice to be given on behalf of the Company to the members entitled to vote that a meeting will be held at a time fixed by the Board, not less than thirty-five (35) or more than ninety (90) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the persons entitled to call the meeting may give the notice on behalf of the Company.

5.4. Notice of Annual or Special Meetings. Notice of meetings of members shall be given in a fair and reasonable manner.

Written notice of each annual or special meeting of members shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting to each member entitled to notice thereof; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, the notice shall be given not less than thirty (30) days before the meeting. Such notice shall state the place, date and hour of the meeting and (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters that the Board, at the time of the mailing of the notice, intends to present for action by the members, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for action. The notice of any meeting at which directors are to be elected shall include the names of all those who are nominees at the time the notice is sent to the members. When giving notice of a meeting of Members, the Company, or those persons acting on behalf of the Company, shall give notice of a matter a Member intends to raise at the meeting if (a) requested in writing to do so by a person entitled to call a special meeting and (b) the request is received by the President (if any) or the Secretary at least ten (10) days before notice of the meeting is given.

Notice of a Members' meeting shall be given either personally or by mail or by other means of written or electronic communication and shall be addressed to a Member at the address of such member appearing on the books of the Company or given by the Member to the Company for the purpose of notice; or, if no such address appears or is given, (i) by mail to the mailing address for the Lot to which the membership relates, (ii) at the place where the principal office of the Company is located or (iii) by publication at least three (3) separate times in a newspaper of general circulation in the county in which the principal office is located. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written or electronic notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission or is transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

5.5. Quorum. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, a Quorum as defined herein shall constitute a quorum for any action. If a Quorum shall not be present at any meeting, the Board shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a Quorum as aforesaid shall be present or be represented.

5.6. Adjourned Meetings and Notice Thereof. Any members' meeting, whether or not a Quorum is present, may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but in the absence of a Quorum (except as provided in Section 5.9) no other business may be transacted at such meeting. It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken; provided, however, when any members' meeting is adjourned for more than forty-five (45) days or, if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of the meeting as originally called, whether annual or special.

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

5.8. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by written proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member. If there is more than one Owner of a Lot, the instrument authorizing the proxy to act must have been executed by all Owners. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Company or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

5.9. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

5.10. Waiver of Irregularities. All inaccuracies and irregularities in the manner of voting, form of proxies and method for ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

ARTICLE VI DIRECTORS

6.1. Powers. Subject to the limitations of the Articles and these Bylaws, the business, activities and affairs of the Company shall be conducted and all corporate powers shall be exercised by, or under the direction and authority of, the Board. Subject to the limitations of the Corporation Law, the Board may delegate the management of the business and activities of the Company to any person or persons, a management company or committees, however composed; provided, however, that the business, activities and affairs of the Company shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers granted or permitted by law or enumerated in the Declaration or these Bylaws:

(a) To conduct, manage and control the affairs and activities of the Company, and to make such rules and regulations therefor not inconsistent with law, the Articles or these Bylaws, as they may deem appropriate.

(b) To select and remove all officers, agents and employees of the Company, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, as the Board may deem appropriate;

(c) To levy assessments, fees and fines against members, and to assert, file, perfect, and to enforce the Declaration, including, without limitation, foreclosing liens against Lots for the collection of same;

(d) Suspend the Voting Rights, and any other rights, of a Member during any period in which such Member shall be in default in the payment of any assessments levied by the Company or in violation of any of the use restrictions;

(e) Enter into agreements or lease which provide for management, repair, and replacement of Maintenance Areas;

(f) Enforce and administer the Declaration, including, without limitation procuring insurance;

(g) Appoint an architectural or design review committee;

(h) Subject to Section 6.2, to borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; and

(i) Exercise for the Company all powers, duties and authority vested in or delegated to the Company and not reserved to the membership of Members by other provisions of these Bylaws, the Articles, or the Declaration.

6.2. Limitation on Board Authority. The Board shall have the power to borrow for any legal purpose; provided, however, the advance approval of the Members holding a majority of the Voting Rights that are not suspended, represented in person or by proxy at a duly constituted meeting or acting by written ballot, shall be required in the event that:

(a) The proposed borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the Company's budgeted gross expenses for that fiscal year; or

(b) It is proposed that a mortgage lien be placed on any portion of the Company's property.

6.3. Number of Directors; Votes. The authorized number of directors shall be not less than three (3) nor more than seven (7) until changed by amendment of the Articles or these Bylaws. The exact number of directors shall be fixed, within the limits specified, by resolution duly adopted by the Board. The initial number of directors shall be five (5) until changed as provided in this Section 6.3. Each director shall have one (1) vote.

6.4. Appointment or Election; Term of Office. During the Declarant Control Period, the Declarant shall have the sole and exclusive right to appoint directors and, with or without cause, to remove directors. Thereafter, directors shall be elected at an annual meeting of the Members. After the Declarant Control Period, only Owners who are individuals may serve as directors; provided, however, that in the event an Owner is a partnership, limited liability company, corporation or other legal entity, then any individual who is an owner, officer, director, employee, shareholder, member, manager, partner, agent, appointee or other representative of such Owner may serve as a director.

A meeting of the Members for the purpose of electing directors shall be held promptly following the Declarant Control Period. Immediately following such meeting of the members, the Board shall divide itself into two (2) groups of directors of two (2) and three (3) directors each. The terms of office for each group of elected directors shall be staggered. The first group of elected directors shall hold office until the next following annual meeting of the Members, and the second group of elected directors shall hold office until the second following annual meeting of the Members. The directors in each group shall thereafter hold office for two-year terms until the annual meeting of the Members at which their terms expire and until their respective successors are elected and qualified.

6.5. Proxies. A director may exercise his voting rights either in person or by written proxy executed by the director (but not by a director's attorney-in-fact or agent) in favor of another director. Any such proxy shall be limited to a specific meeting, shall authorize the other director to cast the vote that is directed to be cast by such written proxy with respect to one or more particular proposals that are described with reasonable specificity in the proxy, shall be revocable at any time by the director giving such proxy, and shall be filed with the Secretary and in the minutes of the meetings of the Board. For purposes of these

Bylaws, including the determination of the presence of a quorum, a director voting by written proxy pursuant to this Section 6.5 shall be counted as if present in person at the specific meeting to which such proxy relates.

6.6. Vacancies. After the Declarant Control Period, if one or more vacancies shall occur in the Board by reason of the death, resignation or removal of a director, or if the authorized number of directors shall be increased, the directors then in office shall continue to act and such vacancies or newly created director positions shall be filled by a majority vote of the directors then in office, though less than a quorum, which vote shall be taken at an official meeting of the Board. Any vacancy in the Board which shall occur by reason of removal of a director by a vote of the Members, shall be filled by the person receiving a majority of the vote of the Members present and entitled to vote, in person or by proxy, in an election held at the meeting of Members at which such director is removed (subject to Declarant's rights). Any director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of such director's predecessor or, in the event of a newly created director-position, until the next annual meeting where votes of the Members shall be cast to fill such newly created position for the duration established for such newly created position, as the case may be.

6.7. Place of Meeting. Meetings of the Board shall be held at any place within or without the State of Utah that has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Company.

6.8. Annual Meetings. The Board shall hold an annual meeting for the purposes of organization, selection of officers and the transaction of other business. Annual meetings of the Board shall be held on such dates and at such times as may be fixed by the Board.

6.9. Regular Meetings. Regular meetings of the Board may be held without call or notice on such dates and at such times as may be fixed by the Board.

6.10. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any two (2) directors.

6.11. Notice. Annual and special meetings of the Board shall be held upon at least ten (10) days' notice by first-class mail or seventy-two (72) hours' notice given personally (orally or in writing) or by telephone, electronic mail, facsimile transmission or other similar means of prompt communication.

Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the Company or as may have been given to the Company by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place where the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

6.12. Quorum. A majority of directors then in office shall constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 6.15. Every act or decision done or made

by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles.

6.13. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

6.14. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, reasonable notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

6.15. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

6.16. Compensation. No director shall receive compensation for any service he or she may render to the Company. However, any director may be reimbursed for actual expenses incurred in the performance of director duties.

ARTICLE VII OFFICERS

7.1. Officers. The officers of the Company shall be a Chairman of the Board, a Secretary and a Treasurer. The Company may also have, at the discretion of the Board, one (1) or more Vice Chairmen of the Board, a President, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries, one (1) or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 6.4. Any number of offices may be held by the same person except as may otherwise be required by the Corporation Law. Any officer may be elected or appointed to serve successive terms without limitation.

The Chairman of the Board and any Vice Chairmen of the Board shall be elected from among the directors. The other officers of the Company need not be directors.

7.2. Election. The officers of the Company, except such officers as may be elected or appointed in accordance with the provisions of Section 6.4 or Section 6.6, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

7.3. Subordinate Officers. The Board may elect, or the Chairman of the Board or the President may appoint, such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board, the Chairman of the Board or the President may from time to time determine consistent with these Bylaws and any actions of the Board.

7.4. Removal and Resignation. Any officer other than the Chairman of the Board may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any officer may resign at any time by giving written notice to the Company. Any such resignation shall take effect at the date of the 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.

7.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office; *provided*, however, that such vacancies shall be filled as they occur and not on an annual basis.

7.6. Chairman of the Board. The Chairman of the Board shall, if present, preside at all meetings of the Board and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board. Unless a President is appointed, the Chairman of the Board is the general manager and chief executive officer of the Company and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the Company. Unless a President is appointed, the Chairman of the Board has the general powers and duties of management usually vested in the office of president and general manager of a corporation and shall exercise such other powers and perform such other duties as may be prescribed by the Board.

7.7. Vice Chairmen of the Board. The Vice Chairman of the Board (or, if there are more than one (1) Vice Chairman of the Board, then the Vice Chairmen of the Board in order of their rank as fixed by the Board), if any, shall preside at all meetings of the Board at which the Chairman of the Board is absent and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

7.8. President. Subject to such powers, if any, as may be given by the Board to the Chairman of the Board and the Vice Chairmen of the Board, if there be such officers, the President, if such officer is appointed, is the general manager and chief executive officer of the Company and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the Company. In the absence of the Chairman of the Board and the Vice Chairmen of the Board, or if there be none, the President shall preside at all meetings of the Board. The President, if such officer is appointed, has the general powers and duties of management usually vested in the office of president and general manager of a corporation and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

7.9. Vice Presidents. In the absence or disability of the President, if such officer is appointed, the Vice Presidents, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall exercise such other powers and perform such other duties as may be from time to time prescribed for them respectively by the Board or delegated from among the President's powers and duties by the President.

7.10. Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of Utah the original or a copy of the Company's Articles and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by law or by these Bylaws to be given, shall keep the seal of the Company in safe custody, and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

7.11. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Company. The books of account shall at all times be open to inspection by any director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Company with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Company as may be ordered by the Board, shall render to the President and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the Company, and shall exercise such other powers and perform such other duties as may be from time to time prescribed by the Board.

ARTICLE VIII FINANCIAL MATTERS

8.1 Assessments. Members of the Company shall be subject to Assessments by the Company from time to time in accordance with the provisions of the Declaration. Members shall be liable to the Company for payment of such assessments, together with interest thereon, and costs of collection as provided in the Declaration. The provisions of the Declaration regarding the levy and collection of Assessments shall be applicable to all Members,.

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

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

8.4 Fiscal Year. The fiscal year of the Company shall be determined by the Board.

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

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

8.7 No Personal Liability. Members of the Company shall not be individually or personally liable for debts or obligations of the Company.

**ARTICLE IX
INDEMNIFICATION**

The directors and officers shall not be liable for the debts and liabilities of the Company. The personal liability of the directors and officers for monetary damages of the Company is eliminated to the fullest extent permitted by the Corporation Law and other applicable law.

The Company shall, to the maximum extent permitted by the Corporation Law, indemnify each of its directors and officers against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was a director or officer of the Company and shall advance to such director or officer expenses incurred in defending any such proceeding to the maximum extent permitted by the Corporation Law. For purposes of this Article 9, a "director" or "officer" of the Company includes any person who is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, trustee or officer of another corporation or other enterprise, or was a director, trustee or officer of a corporation that is or was a predecessor corporation of the Company or of another corporation or other enterprise at the request of such predecessor corporation. The Board may, in its discretion, provide by resolution for such indemnification of, or advance of expenses to, other agents of the Company, and likewise may refuse to provide for such indemnification or advance of expenses except to the extent such indemnification is mandatory under the Corporation Law.

In its discretion or as may otherwise be set forth in the Declaration, the Board may purchase and maintain insurance on behalf of the Company's directors, officers, employees and agents against any liability or settlement based upon asserted liability incurred by any of them by reason of being or having been the Company's directors, officers, employees or agents, whether or not the Company would have the power to indemnify them against such liability or settlement under the provisions of applicable law.

All indemnification payments made, and all insurance premiums maintained pursuant to this Article 98, shall constitute a Common Expense under the Declaration.

**ARTICLE X
RULES AND REGULATIONS**

The Board may, in its discretion, make reasonable rules and regulations governing the use of Maintenance Areas, provided, however, that such rules and regulations shall be consistent with the rights and obligations established by the Declaration and these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board and with copies of all amendments and revisions thereof.

**ARTICLE XI
AMENDMENTS**

The Articles may be amended:

(a) During the Declarant Control Period, by the approval of the Board and the written consent of the Declarant.

(b) After the Declarant Control Period: (i) by the approval of the Board; and (ii) upon the vote or written consent of at least a majority of the Members eligible to vote.

These Bylaws may be amended or repealed:

(1) During the Declarant Control Period, by the approval of the Board, except that the provision of Section 6.4 relating to the right of the Declarant in the appointment and removal of directors may be amended or repealed only with the written consent of the Declarant.

(2) After the Declarant Control Period, by the approval of the Board; provided, however, a majority of Members eligible to vote must also approve any amendment or repeal of these Bylaws after the Declarant Control Period that would (i) materially and adversely affect the rights of Members as to voting, dissolution or redemption or transfer of memberships or (ii) authorize a new class of membership.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

- 1. I am the duly elected Secretary of the Company; and
- 2. The foregoing Bylaws constitute the Bylaws of the Company as duly adopted by the Board on the ____ day of _____, 2020.

Secretary

STATE OF UTAH)
 : ss.
COUNTY of _____)

On this __ day of _____, 2020, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the Secretary of BEACON POINTE OWNERS' ASSOCIATION, INC., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as Secretary.

Notary Public

EXHIBIT A

Legal Description of the Project

Parcel 1

LOCATED IN SECTIONS 26 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 967.56 FEET AND EAST 1548.07 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1265.18 FEET; THENCE EAST 1018.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: S0°30'20"W 302.54 FEET; THENCE S2°05'00"E 807.82 FEET; THENCE N9°14'09"E 13.75 FEET; THENCE S2°02'58"E 249.46 FEET; THENCE S87°57'02"W 2.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S87°56'05"W) 25.71 FEET THROUGH A CENTRAL ANGLE OF 92°03'55" (CHORD: S43°58'02"W 23.03 FEET); THENCE WEST 51.25 FEET; THENCE S82°52'30"W 394.63 FEET; THENCE WEST 541.17 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N45°00'00"W 21.21 FEET); THENCE NORTH 130.99 FEET; THENCE WEST 38.50 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±33.00 ACRES

Parcel 2

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 1516.24 FEET; THENCE SOUTH 593.45 FEET; THENCE ALONG THE ARC OF A 583.50 FOOT RADIUS CURVE TO THE LEFT 374.51 FEET THROUGH A CENTRAL ANGLE OF 36°46'29" (CHORD: S18°23'14"E 368.12 FEET); THENCE S36°46'29"E 27.73 FEET; THENCE ALONG THE ARC OF A 506.50 FOOT RADIUS CURVE TO THE RIGHT 224.97 FEET THROUGH A CENTRAL ANGLE OF 25°26'56" (CHORD: S24°03'01"E 223.13 FEET); THENCE N75°03'56"E 9.49 FEET TO THE NORTHWEST CORNER OF TANNER LANE CHURCH SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES: SOUTHEASTERLY ALONG THE ARC OF A 272.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S75°03'56"W) 70.90 FEET THROUGH A CENTRAL ANGLE OF 14°56'04" (CHORD: S7°28'02"E 70.70 FEET); THENCE SOUTH 49.29 FEET TO THE NORTH LINE OF PHASE 1, SARATOGA HILLS SUBDIVISION; THENCE ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: N89°34'13"W 378.03 FEET; THENCE S89°22'30"W 118.07 FEET; THENCE S77°53'30"W 328.70 FEET; THENCE N48°24'30"W 62.62 FEET; THENCE N89°48'45"W 538.51 FEET TO THE SOUTHEAST CORNER OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FIVE (5) COURSES: N0°11'15"E 111.12 FEET; THENCE N38°22'21"W 472.34 FEET; THENCE S66°59'35"W 270.81 FEET; THENCE S22°42'35"E 120.69 FEET; THENCE S67°17'25"W 28.00 FEET; THENCE N22°42'35"W 125.45 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE RIGHT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: N11°19'33"E 542.36 FEET); THENCE N45°21'42"E 29.10 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE LEFT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: N22°40'51"E 225.96 FEET); THENCE NORTH 179.87 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±47.47 ACRES

Parcel 3

LOCATED IN SECTIONS 26, 34 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1652.18 FEET; THENCE EAST 1554.74 FEET; THENCE SOUTH 1265.18 FEET; THENCE EAST 38.50 FEET; THENCE SOUTH 130.99 FEET; THENCE WEST 77.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: WEST) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"W 21.21 FEET); THENCE SOUTH 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"E 21.21 FEET); THENCE SOUTH 131.01 FEET; THENCE WEST 1516.24 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±58.82 ACRES

Parcel 4

LOCATED IN SECTION 26, 27, 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°45'41"E ALONG THE SECTION LINE 756.02 FEET AND NORTH 99.71 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 294.76 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE LEFT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1095.46 FEET); THENCE N38°08'08"E 71.51 FEET; THENCE S51°51'52"E 399.73 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE LEFT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 301.53 FEET); THENCE EAST 14.00 FEET; THENCE SOUTH 1832.05 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE RIGHT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: S22°40'51"W 225.96 FEET); THENCE S45°21'42"W 29.10 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE LEFT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: S11°19'33"W 542.36 FEET); THENCE S22°42'35"E 125.45 FEET TO THE NORTH LINE OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FOUR (4) COURSES: THENCE S67°17'25"W 28.00 FEET; THENCE S22°42'35"E 32.92 FEET; THENCE ALONG THE ARC OF A 499.00 FOOT RADIUS CURVE TO THE RIGHT 186.63 FEET THROUGH A CENTRAL ANGLE OF 21°25'47" (CHORD: S11°59'41"E 185.55 FEET); THENCE S1°16'48"E 28.95 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 1, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF THE BENCHES PLATS 1-3 AND 10, 1687.72 FEET; THENCE N2°59'33"E 158.94 FEET; THENCE N28°09'01"E 600.67 FEET; THENCE S61°50'59"E 18.35 FEET; THENCE N28°09'01"E 113.55 FEET; THENCE ALONG THE ARC OF A 1397.50 FOOT RADIUS CURVE TO THE LEFT 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: N16°54'38"E 544.79 FEET); THENCE N2°17'40"W 387.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S79°44'25"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: N21°58'56"W 567.86 FEET); THENCE S56°18'37"W 154.00 FEET; THENCE N34°06'22"W 29.56 FEET; THENCE S61°50'59"W 37.73 FEET; THENCE N34°11'20"W 321.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N55°48'26"E) 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: N17°05'47"W 146.99 FEET); THENCE NORTH 221.07 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±103.58 ACRES

Parcel 5

LOCATED IN SECTION 34 AND SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 869.33 FEET AND NORTH 94.03 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1625.33 FEET; THENCE SOUTH 221.07 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: S17°05'47"E 146.99 FEET); THENCE S34°11'34"E 321.37 FEET; THENCE S61°50'59"W 234.82 FEET; THENCE S68°54'04"W 73.34 FEET; THENCE WEST 1063.29 FEET; THENCE SOUTH 504.04 FEET; THENCE WEST 558.00 FEET; THENCE NORTH 599.11 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE RIGHT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'56"E 226.23 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE TO THE LEFT 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: N2°53'58"E 297.60 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±36.57 ACRES

Parcel 6

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 358.93 FEET AND SOUTH 669.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1063.29 FEET; THENCE N68°54'04"E 73.34 FEET; THENCE N61°50'59"E 272.53 FEET; THENCE S34°11'34"E 19.00 FEET; THENCE ALONG THE ARC OF A 1243.50 FOOT RADIUS CURVE TO THE RIGHT 10.56 FEET THROUGH A CENTRAL ANGLE OF 0°29'12" (CHORD: S33°56'59"E 10.56 FEET); THENCE N56°18'37"E 154.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S56°17'44"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: S21°58'56"E 567.86 FEET); THENCE S2°17'40"E 387.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N84°19'45"W) 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: S16°54'38"W 544.79 FEET); THENCE S28°09'01"W 113.55 FEET; THENCE N61°50'59"W 18.35 FEET; THENCE S28°09'01"W 600.67 FEET; THENCE S2°59'33"W 158.94 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 10, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF SAID SUBDIVISION 846.93 FEET TO THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION, SAID POINT ALSO BEING HELD AS THE CENTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°50'07"W ALONG THE QUARTER SECTION LINE 210.01 FEET TO THE SOUTHEAST CORNER OF PLAT "A", QUESTAR BENCHES MINOR SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N0°23'17"W 65.00 FEET; THENCE N89°50'07"W 110.00 FEET; THENCE S0°23'17"E 65.00 FEET TO SAID QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 609.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°09'41"E) 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: N1°55'09"W 200.95 FEET); THENCE NORTH 1287.68 FEET; THENCE EAST 558.00 FEET; THENCE NORTH 504.04 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±92.34 ACRES

Parcel 7

LOCATED IN SECTIONS 34 AND 35, TOGETHER WITH SECTIONS 26 AND 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 969.97 FEET AND NORTH 113.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 2020.73 FEET; THENCE ALONG THE ARC OF A 1232.50 FOOT RADIUS CURVE TO THE LEFT 1115.67 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1077.96 FEET); THENCE N38°08'08"E 101.51 FEET; THENCE S51°51'52"E 419.73 FEET; THENCE ALONG THE ARC OF A 431.50 FOOT RADIUS CURVE TO THE LEFT 287.20 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 281.93 FEET); THENCE EAST 2587.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE S0°30'20"W ALONG SAID RIGHT-OF-WAY LINE 30.00 FEET; THENCE WEST 2586.77 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE RIGHT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: N70°55'56"W 301.53 FEET); THENCE N51°51'52"W 399.73 FEET; THENCE S38°08'08"W 71.51 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE RIGHT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: S64°04'04"W 1095.46 FEET); THENCE WEST 1920.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S88°37'58"W) 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: S2°53'58"W 297.60 FEET); THENCE S7°09'58"W 147.66 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE LEFT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: S3°34'59"W 226.23 FEET); THENCE SOUTH 1886.79 FEET; THENCE ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE LEFT 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: S1°55'09"E 200.95 FEET) TO THE QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 100.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3100.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°17'27"E) 200.69 FEET THROUGH A CENTRAL ANGLE OF 3°42'33" (CHORD: N1°51'17"W 200.65 FEET); THENCE NORTH 1886.79 FEET; THENCE ALONG THE ARC OF A 1910.00 FOOT RADIUS CURVE TO THE RIGHT 238.89 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'59"E 238.73 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 1900.00 FOOT RADIUS CURVE TO THE LEFT 305.37 FEET THROUGH A CENTRAL ANGLE OF 9°12'32" (CHORD: N2°33'42"E 305.05 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±10.09 ACRES