

WHEN RECORDED, MAIL TO:

Canyon Trail Owners Association
12896 S. Pony Express Road, Suite 400
Draper, Utah 84020
Tax ID Numbers: See Exhibit A

ENT 38491:2018 PG 1 of 13
Jeffery Smith
Utah County Recorder
2018 Apr 25 02:24 PM FEE 108.00 BY SW
RECORDED FOR Bartlett Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

**BYLAWS
OF
CANYON TRAIL OWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION.**

The name of the corporation is Canyon Trail Owners Association, a Utah non-profit corporation (“Association”). The principal office of the Association shall be located at 12896 S. Pony Express Road, Suite 400, Draper, Utah 84020 (or at such other location as the Board may designate), but meetings of Owners and the Board may be held at such places within the State of Utah as may be designated by the Board.

**ARTICLE II
DEFINITIONS**

Section 1. “Association Act” shall mean and refer to the Community Association Act, Utah Code Ann. § 57-8a-101, *et seq.*, as amended.

Section 2. “Association” shall mean and refer to Canyon Trail Owners Association, and its successors and assigns.

Section 3. “Board” shall mean and refer to the Board of Directors, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 4. “Declaration” shall mean and refer to the *Declaration of Covenants, Conditions, and Restrictions for Canyon Trail Neighborhood Association*, filed of record in the Utah County Recorder’s Office, State of Utah, as the Declaration may be amended in accordance with its terms and provisions. **These Bylaws shall be recorded against the same property encumbered by the Declaration.**

Section 5. “Directors” shall mean and refer to those individuals who are members of the Board. The singular Director shall refer to the singular of the Directors.

Section 6. “Member” shall mean a member of the Association as Set forth in Article III.

Section 6. “Nonprofit Act” shall mean to the Utah Revised Nonprofit Act, Utah Code Ann. § 16-6a-101, *et seq.*, as amended.

Section 7. “Owner” shall mean any person or entity owning in fee simple a Unit within the Project, as shown by the records of the County Recorder for Utah County, Utah. The term “Owner” shall not refer to any person or entity holding an interest in a Unit granted by mortgage or any other financial encumbrance burdening a Unit unless and such person acquires title to the Unit for purposes other than securing a financial obligation.

Section 8. “Project” shall mean the Property identified in the Declaration, and all the Units, Common Areas, Limited Common Areas and other improvements constructed on the Property.

Section 9. “Unit” shall mean each Single Family Lot or Townhome Lot within the Project.

Section 10. All other capitalized terms used herein shall have the same meaning as stated in the Declaration.

ARTICLE III
MEMBERSHIP IN ASSOCIATION; MEETING OF OWNERS; VOTING

Section 1. Membership in Association. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. The Association shall have the following two classes of Membership and voting rights:

Class A. Except as provided below, each Owner of a Unit, which is an Assessable Unit, shall be a Class A Member of the Association and each Owner is allotted one (1) vote per Unit owned. Each Class A Membership shall be held jointly by all Owners of such Unit. Class A Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a Unit shall constitute a devise, encumbrance, conveyance or other disposition, respectively, of such Owner’s membership in the Association and the rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit.

Class B. Declarant shall be the only Class B Member of the Association and shall be entitled to ten (10) votes for each Unit and ten (10) votes for each Lot (as shown on the Plat) without a Unit. Declarant shall be entitled to cast ten (10) votes for each Unit and

Lot owned by Declarant even if the Units or Lots are temporarily classified as Exempt Units. Class A members will have no voting rights so long as Declarant is a Class B Member of the Association.

Section 2. Voting. Unless otherwise stated herein, or in the Declaration, all voting shall be decided by a majority of the Total Votes of the Association, including, without limitation, the votes pertaining to the Class B Member. When Declarant is no longer a Class B Member of the Association, then (i) the Class B membership shall cease being a class of membership; (ii) there shall no longer be any Class B votes of the Association; and (iii) all matters submitted to a vote of the Association shall be decided solely by the votes of the Class A Members. Except for Units and Lots owned by Declarant as a Class B Member, there shall be one (1) vote, and only one (1) vote, for each Unit in the Project. The voting percentage for each Unit shall be equal to a fraction, the numerator of which shall be the vote held by the Owner of such Unit and the denominator of which shall be the total number of all votes of all Members.

A change in the ownership of a Unit shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded, or, in connection with Owners who are vendees under an installment purchase contract, upon the full execution of the installment purchase contract. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Unit owned by Class A Members must be cast as one vote, and fractional votes shall not be allowed. In the event that a Unit is owned by more than one Owner and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he, she or it was acting with the authority and consent of all other Owners of the same Unit unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Unit, the vote for that Unit shall be deemed void and shall not be counted.

Section 3. Annual Meeting. The first annual meeting of the Owners shall be held in June following the date of incorporation of the Association, and each subsequent regular, annual meeting of the Owners shall be held in June of each year thereafter. The Board may change the date of the annual meeting provided it provides reasonable advance notice to all Members.

Section 4. Special Meetings. Special meetings of the Owners may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty percent (30%) of all of the total votes, including Class A votes and Class B votes combined.

Section 5. Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days, and no more than sixty (60) days, before such meeting to each Owner entitled to vote, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those Owners present. The

President of the Association will give notice of any meetings, and will chair meetings of the Owners.

Section 6. Quorum. The presence at the meeting of Owners, or proxies, entitled to cast votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Unless otherwise stated in the Declaration, the Articles of Incorporation, or these Bylaws, a majority of the votes cast, regardless of class, at any meeting shall be the action of the Owners.

Section 7. Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Unit.

ARTICLE IV BOARD; SELECTION; TERM OF OFFICE

Section 1. Nomination and Tenure. The Declarant shall select the three initial Directors, and the Declarant shall decide who serves on the Board for as long as Declarant remains a Class B Member. Upon the expiration or termination of the Declarant's Class B membership, the Owners at the next annual owners meeting shall elect three Directors. Each of the three elected Directors shall draw lots to divide themselves into terms of one, two and three years. At each successive annual meeting, the Owners shall elect a Director to replace the Director whose term has expired or is then expiring. Each newly elected Director shall serve for a three-year term. So long as a quorum is present, a simple majority of the votes cast shall elect a Director. If a quorum is not present at a meeting, the other Directors shall select a new Director. Nomination for election to the Board shall be made by the Directors. Nominations may also be made from the floor at the annual meeting. If any Director resigns, is removed, dies, or is otherwise unwilling or unable to serve during his or her term, the remaining Directors may appoint another Owner to fill the remainder of such term.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.

Section 3. Number of Directors. The Board shall consist of not less than three (3) Directors. An odd number of Directors shall be required at all times. The initial number of Directors shall be three (3). The number of Directors may be increased or decreased by resolution of the Directors, so long as the number is not less than three (3).

Section 4. Indemnification. In the event that any Director or Officer is sued for liability for actions undertaken in his role as a member of the Board or as an Officer of the Association, whether or not such Director or Officer is still acting in their official capacity, the Association shall indemnify such Director or Officer for losses or claims, and undertake all costs of defense, until and unless it is proven that such Director or Officer acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the cost of defense,

and may recover costs already expended from the Director or Officer who so acted.

ARTICLE V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for transaction of business. Every act or decision of a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACTS

Section 1. Powers. The Board shall have all the powers as are now or may hereafter be provided by the Association Act, the Declaration and these Bylaws, including, but not limited to, the power to:

- A. Adopt and publish rules and regulations governing the operation and maintenance of the Project and the Units, including use of the Common Areas and Limited Common Areas, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
- B. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Owners by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- C. Declare the office of a Director of the Board to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board; and
- D. Employ a manager who shall be an independent contractor, and not an agent or employee of the Association or Board as they deem necessary, and to prescribe their duties, and to carry out through the Manager any of the functions or acts required or permitted to be performed by the Board itself.

Section 2. Duties. The Board shall have all the duties provided by the Declaration and these Bylaws, including, but not limited to, the duty to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and

to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Owners of each class who are entitled to vote;

B. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

1. Fix the amount of the Neighborhood Assessments as provided in the Declaration or under the applicable law;

2. Send written notice of each Regular Common Assessment or Townhome Assessment to the affected Owners at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each Special Common Assessment; and

3. Foreclose the lien (at the option of the Board) against any property for which Neighborhood Assessments are not paid as required or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same.

D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Neighborhood Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Neighborhood Assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain insurance in accordance with the provisions relating to insurance in the Declaration;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Areas and Limited Common Areas to be properly maintained.

Section 3. Applicability of the Association Act. The provisions of the Association Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

Section 4. Applicability of the Nonprofit Act. Except as otherwise provided in these Bylaws or the Declaration, the provisions of the Nonprofit Act shall apply and govern the operations and dealings of the Association to the extent not otherwise provided in these Bylaws, the Declaration, or the Articles of Incorporation

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create. Following the expiration or termination of Declarant's Class B membership, all officers of the Association must be Owners of Units in this Project.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Owners.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

A. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments of the Association, and shall co-sign all checks and promissory notes.

Vice-President

B. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

C. The Secretary shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

ARTICLE VIII
BOARDS

The Association may appoint Boards or Committees as deemed appropriate in carrying out its purposes.

ARTICLE IX
BOOKS AND RECORDS

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

ARTICLE X
ASSESSMENTS

As more fully set forth in the Declaration, each Owner is obligated to pay to the Association all Neighborhood Assessments which are secured by a continuing lien upon the Owner's Lot and Unit. Any Neighborhood Assessment which is not paid when due shall be delinquent. If the Neighborhood Assessment is not paid on time, then the Board has the authority to establish late fees from time to time and collect the same from the delinquent Owner. The Association may bring an action at law against the Owner personally obligated to pay the Neighborhood Assessments and late fees or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Neighborhood Assessment. No Owner may waive or otherwise escape liability for the Neighborhood Assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of his or her Unit.

ARTICLE XI

AMENDMENTS

Section 1. These Bylaws may be amended at any time by the Declarant during the Period of Declarant's Control, and thereafter at a regular or special meeting of the Owners, by a vote of a sixty-seven percent (67%) majority of a quorum of Owners present in person or by proxy; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or contradiction.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
MISCELLANEOUS

The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

[END OF BYLAWS. SIGNATURE PAGE FOLLOWS]

In witness whereof, we, the undersigned initial three (3) Directors of the Association have hereunto set our hands to the foregoing Bylaws effective as of the 17th day of April, 2018.

Signature: [Handwritten Signature]
Thomas Lufkin

Signature: [Handwritten Signature]
Dylan Young

Signature: [Handwritten Signature]
Travis Stolk

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17th day of April, 2017, by Thomas Lufkin, Dylan Young, and Travis Stolk, as Directors of the Canyon Trail Owners Association.

[Handwritten Signature]
NOTARY PUBLIC

SEAL:



EXHIBIT "A"

PHASE 1A:

A portion of the NE1/4 of Section 25, Township 4 South, Range 1 West & the NW1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the southerly line of TRAVERSE MOUNTAIN ELEMENTARY SCHOOL Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located West 5,897.70 feet and North 3,863.35 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30); thence along said Plat the following 5 (five) courses and distances: N30°07'09"W 21.95 feet; thence N31°52'51"E 188.66 feet; thence along the arc of a 71.00 foot radius curve to the left 52.60 feet through a central angle of 42°27'02" (chord: N10°39'20"E 51.41 feet) to a point of reverse curvature; thence along the arc of an 83.50 foot radius curve to the right 22.77 feet through a central angle of 15°37'33" (chord: N2°45'25"W 22.70 feet) to a point of reverse curvature; thence along the arc of a 71.00 foot radius curve to the left 52.60 feet through a central angle of 42°27'01" (chord: N16°10'09"W 51.41 feet); thence S85°57'09"E 158.12 feet; thence N9°29'30"E 231.05 feet; thence N20°43'53"E 3.87 feet; thence N35°24'20"E 160.20 feet; thence N59°39'09"E 416.09 feet to a northeasterly corner of Lot 64, Phase 1, WOODHAVEN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Lot the following 6 (six) courses and distances: S56°23'46"E 98.70 feet; thence Southwesterly along the arc of a 476.48 foot non-tangent curve (radius bears: S49°39'38"E) 20.09 feet through a central angle of 2°24'57" (chord: S39°07'53"W 20.09 feet); thence N56°23'46"W 20.50 feet; thence S25°26'31"W 126.37 feet; thence S11°42'01"W 340.40 feet; thence along the arc of a 1,148.00 foot radius curve to the left 90.58 feet through a central angle of 4°31'15" (chord: S9°26'24"W 90.56 feet); thence S7°10'46"W 99.72 feet; thence Southwesterly along the arc of a 1,247.00 foot radius non-tangent curve (radius bears: S0°21'47"W) to the left 663.41 feet through a central angle of 30°28'54" (chord: S75°07'20"W 655.61 feet) to the point of beginning.

PHASE 1B:

A portion of the NE1/4 of Section 25, Township 4 South, Range 1 West & the SW1/4 of Section 19 & the NW1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the easterly line of TRAVERSE MOUNTAIN ELEMENTARY SCHOOL Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located West 5,814.98 feet and North 4,165.11 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30); thence along said Plat the following 6 (six) courses and distances: N37°23'39"W 20.97 feet; thence along the arc of a 193.00 foot radius curve to the right 301.18 feet through a central angle of 89°24'42" (chord: N7°18'42"E 271.54 feet) to a point of reverse curvature; thence along the arc of a 107.00 foot radius curve to the left 53.10 feet through a central angle of 28°25'56" (chord: N37°48'05"E 52.55 feet) to a point of reverse curvature; thence along the arc of a 5.00 foot radius curve to the left 9.34 feet through a central angle of 107°03'52" (chord: N29°56'49"W 8.04 feet) to a point of compound curvature; thence along the arc of a 109.00

foot radius curve to the left 36.92 feet through a central angle of $19^{\circ}24'32''$ (chord: $S86^{\circ}30'48''W$ 36.75 feet); thence $N13^{\circ}11'20''W$ 51.69 feet to the southerly line of Fox Canyon Road as defined and dedicated as part of the FOX CANYON ROAD DEDICATION PLAT, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat and also along FOX CANYON ROAD DEDICATION PLAT No. 2, according to the Official Plats thereof on file in the Office of the Utah County Recorder the following 9 (nine) courses and distances: $N52^{\circ}33'56''E$ 214.64 feet; thence along the arc of a 569.00 foot radius curve to the left 53.35 feet through a central angle of $5^{\circ}22'18''$ (chord: $N49^{\circ}52'47''E$ 53.33 feet); thence $N47^{\circ}11'38''E$ 167.26 feet; thence along the arc of a 289.00 foot radius curve to the left 17.55 feet through a central angle of $3^{\circ}28'44''$ (chord: $N45^{\circ}27'16''E$ 17.54 feet); thence $N43^{\circ}42'54''E$ 242.77 feet; thence along the arc of a 369.00 foot radius curve to the left 69.08 feet through a central angle of $10^{\circ}43'37''$ (chord: $N38^{\circ}21'06''E$ 68.98 feet); thence $N32^{\circ}59'18''E$ 217.57 feet; thence along the arc of a 731.00 foot radius curve to the right 196.43 feet through a central angle of $15^{\circ}23'46''$ (chord: $N40^{\circ}41'38''E$ 195.84 feet); thence $N48^{\circ}23'10''E$ 202.76 feet; thence $S41^{\circ}36'51''E$ 23.08 feet; thence Southwesterly along the arc of a 26.00 foot radius non-tangent curve to the left (radius bears: $S41^{\circ}18'03''E$) 40.84 feet through a central angle of $90^{\circ}00'00''$ (chord: $S3^{\circ}41'57''W$ 36.77 feet); thence $S41^{\circ}18'03''E$ 47.00 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of $90^{\circ}00'00''$ (chord: $S86^{\circ}18'03''E$ 21.21 feet); thence $S41^{\circ}15'51''E$ 181.64 feet to the northwesterly line of WOODHAVEN Subdivision, Phase 2, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat the following 2 (two) courses and distances: $S40^{\circ}56'43''W$ 192.07 feet; thence $S40^{\circ}05'08''W$ 568.81 feet to a northeasterly corner of Lot 64, Phase 1, WOODHAVEN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence $S59^{\circ}39'09''W$ 416.09 feet; thence $S35^{\circ}24'20''W$ 160.20 feet; thence $S20^{\circ}43'53''W$ 3.87 feet; thence $S9^{\circ}29'30''W$ 231.05 feet; thence $N85^{\circ}57'09''W$ 158.12 feet to the point of beginning.

LESS AND EXCEPTING that portion of land granted to Fieldstone Utah Investors, LLC, a Utah limited liability company by that certain Corporate Quit Claim Deed, recorded March 22, 2017, as Entry No. 27773:2017.

Also the following:**EXHIBIT "A"**

A portion of the Southwest quarter of Section 19 and the Northwest quarter of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the Northwesterly line of Woodhaven Subdivision, Phase 2, according to the official plat thereof on file in the office of the Utah County Recorder, said point also being the Northeasterly corner of Canyon Trail Subdivision, Phase 1B, according to the official plat thereof on file in the office of the Utah County Recorder, located West 4,673.74 feet and North 5,306.52 feet from the Southeast corner of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: North 0°17'58" West along the section line from said Southeast corner to the East quarter corner of said Section 30); thence along said Canyon Trail Subdivision, Phase 1B the following 5 (five) courses and distances: thence North 41°15'51" West 181.64 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: North 41°18'02" West) a distance of 23.56 feet through a central angle of 89°59'59" Chord: North 86°18'03" West 21.21 feet; thence North 41°18'03" West 47.00 feet; thence along the arc of a curve to the right with a radius of 26.00 feet a distance of 40.84 feet through a central angle of 90°00'00" Chord: North 03°41'57" East 36.77 feet; thence North 41°36'51" West 23.08 feet to Fox Canyon Road as defined and dedicated as part of the Fox Canyon Road Dedication Plat No. 2, according to the official plats thereof on file in the office of the Utah County Recorder; thence along said road the following 3 (three) courses and distances: North 48°23'09" East 309.02 feet; thence along the arc of a curve to the right having a radius of 1,486.00 feet a distance of 622.80 feet through a central angle of 24°00'48" Chord: North 60°23'34" East 618.25 feet; thence North 72°23'57" East 338.52 feet; thence South 16°54'32" East 15.41 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 226.00 feet (radius bears: North 15°59'36" West) a distance of 2.23 feet through a central angle of 00°33'57" Chord: South 74°17'22" West 2.23 feet; thence South 74°27'13" West 6.07 feet; thence along the arc of a curve to the left having a radius of 26.00 feet a distance of 37.98 feet through a central angle of 83°41'11" Chord: South 32°29'31" West 34.69 feet; thence along the arc of a curve to the right having a radius of 212.00 feet a distance of 43.92 feet through a central angle of 11°52'14" Chord: South 05°18'50" East 43.84 feet; thence South 00°37'17" West 36.32 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 24.52 feet through a central angle of 93°40'07" Chord: South 46°12'47" East 21.88 feet; thence North 87°40'06" East 25.21 feet; thence South 01°37'09" East 36.00 feet; thence South 04°40'33" West 134.13 feet to the; thence North 87°35'45" West 228.66 feet; thence South 72°23'57" West 187.82 feet; thence South 86°27'06" West 83.72 feet; thence South 48°35'02" West 347.55 feet; thence South 73°06'29" West 2.86 feet; thence South 48°23'11" West 79.19 feet; thence South 03°41'57" West 15.88 feet; thence South 41°57'01" East 101.65 feet to the Northwesterly line of Woodhaven Subdivision, Phase 2, according to the official plat thereof on file in the office of the Utah County Recorder; thence South 86°02'19" West along said plat 88.29 feet; thence South 40°56'43" West along said plat 128.34 feet to the point of beginning.