

When recorded mail to:
Burt R. Willie
Vial Fotheringham, LLP
515 South 400 East
Salt Lake City, Utah 84111

**CLARIFICATION & AGREEMENT CONCERNING THE COLLECTIVE MASTER
ASSOCIATION COVENANTS, CODES & RESTRICTIONS
FOR SARATOGA SPRINGS SUBDIVISION**

This Clarification & Agreement Concerning the Collective Master Association Covenants, Codes & Restrictions for Saratoga Springs Subdivision (“Clarification & Agreement”) is effective upon recordation in the Utah County Recorder’s Office, by and between Saratoga Springs Development, LLC, a Utah limited liability company (the “Grantor”), Saratoga Springs Owners Association, Inc., a Utah non-profit homeowners association (“Master Association”), and the other developers and entities whose signatures appear at the end of this Clarification Agreement, for the purpose of more plainly identifying the overall boundary and all property within the Subdivision and to resolve certain disputes, if any, related to the assessments for Lots in different stages of development. The foregoing being referred to jointly as the “Parties” and sometimes individually as a “Party”.

RECITALS:

- A. Currently, there are a number of Plats (including, but not limited to: 14, 17, 25, 26 and 27) in varying stages of development, with some of the developers/owners disputing or seeking clarity on the Association’s interpretation and application of certain conditions and/or requirements within the Collective Master Association Covenants, Codes & Restrictions.
- B. Accordingly, the following developers/owners, including Saratoga Springs Development, LLC, Ironwood at Saratoga, LLC, Ballatta Partners, LLC, and Wardley Companies hereby enter into this Clarification & Agreement to resolve a dispute, if any, and agreeing to be bound by the Collective Master Association Covenants, Codes & Restrictions, as clarified by this Clarification & Agreement.
- C. On or about February 19, 1997, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision No.1 (“Master Declaration”) was recorded in the Utah County Recorder’s Office as Entry No. 12514, in Book 495 at Page 1. In the recitals of the Master Declaration, the subject real property was identified as follows:

Saratoga Springs Development, comprising approximately 640 acres on the northwest shore of Utah Lake, including the Saratoga Springs Resort and more particularly described in Exhibit A attached hereto.

(The referenced Exhibit A was not attached to the Master Declaration at the time of recording.) The Master Declaration established a Master Association to govern all property within the Subdivision.

D. In addition to the above broad description of the Subdivision, the Master Declaration also included the following provisions generally identifying the subject property:

1. WHEREAS, as additional land owned and platted by the Grantor adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;
2. WHEREAS, the Property will be developed in several phases or development units each of which may be a separately platted subdivision which may have unique characteristics, needs and requirements (including varied building types, land use types and ownership alternatives), the Grantor may, from time-to-time, promulgate further conditions, covenants, restrictions and easements as "Supplemental Declarations" relating to such separately platted or designated tracts, parcels or subdivisions within the Subdivision;
3. Subdivision: The whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted an annexed hereunder under a different name (also sometimes referred to herein as "Property").

E. Thereafter, in addition to subsequent amendments annexing additional property or plats into the Subdivision, several documents were recorded that impacted, and/or were intended to impact, the entire Subdivision and not limited to only those Plats that were recorded at the time of the subject amendments. These recordings included:

1. On or about January 24, 2006, an Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision ("Amended & Restated Declaration") was recorded in the Utah County Recorder's Office as Entry No. 8402:2006.
 - a. The Amended & Restated Declaration included a very similar general description of the Subdivision, as contained in the Master Declaration:

Saratoga Springs Development, comprising approximately 640 acres on the northwest shore of Utah Lake, including the Saratoga Springs Resort and more particularly described in Exhibit A attached hereto, and any annexation, expansion or supplement thereto.

(This time, Exhibit A was included but only contained the existing, recorded Plats in the Subdivision (hereinafter "Exhibit A"). The Amended & Restated Declaration also contains the identical provisions cited Recital D (1)-(3).

2. Thereafter, every subsequent recording that was intended to be recorded against the entire Subdivision utilized Exhibit A (or a similar exhibits) to the Amended &

Restated Declaration but did not include a metes and bounds description of the 640 acres and the “any annexation, expansion or supplement thereto” language.

3. On or about October 24, 2006, a Notice of Continuing Obligation (“Notice of Obligation”) was recorded in the Utah County Recorder’s Office as Entry No. 141860:2006. The Notice of Obligation utilized Exhibit A, with the identification of additional Lots within Saratoga Springs No. 23 and Saratoga Springs No. 24, for the legal description.
4. On or about April 5, 2010, a First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Saratoga Springs Subdivision (“2010 Amendment”) was recorded in the Utah County Recorder’s Office as Entry No. 27319:2010. This 2010 Amendment was recorded to define the relationships between the Master Association and each “Sub Association” and to help ensure that the overall Saratoga Springs Subdivision functions in an organized, structured and accountable fashion. The 2010 Amendment utilized Exhibit A for the legal description. Notwithstanding, the 2010 Amendment referred to the Master Declaration, Amended & Restated Declaration, and the Saratoga Springs Community.
5. On or about May 4, 2010, an Amendment & Notice of Reinvestment Fee Covenant (“Reinvestment Fee Covenant”) was recorded in the Utah County Recorder’s Office as Entry No. 36417:2010 confirming the obligation for the payment of a Reinvestment Fee Covenant, as permitted by Utah law. The Reinvestment Fee Covenant utilized Exhibit A for the legal description.
6. On or about May 4, 2010, Bylaws of Saratoga Springs Owners Association, Inc. was recorded in the Utah County Recorder’s Office as Entry No. 36418:2010 (“Bylaws”). The Bylaws utilized Exhibit A for the legal description. Notwithstanding, the Bylaws also utilized some general language identifying the Saratoga Springs Subdivision “including any additional real property annexed as a part thereof.”
7. On or about November 6, 2012, an Amendment to the Bylaws of Saratoga Springs Owners Association, Inc. was recorded in the Utah County Recorder’s Office as Entry No. 97451:2012 (“Amendment to the Bylaws”). The Amendment to the Bylaws utilized Exhibit A for the legal description.
8. On or about February 9, 2015, Bylaws of Saratoga Springs Owners Association, Inc. was recorded in the Utah County Recorder’s Office as Entry No. 9829:2015 (“Second Amended Bylaws”). The Second Amended Bylaws utilized Exhibit A, with the identification of additional Lots within Ironwood at Saratoga Subdivision (Plat 17) and Talons Cove Subdivision, for the legal description. In addition, the Second Amended Bylaws also included a definition for Saratoga Springs Subdivision including “any additional real property annexed as a part thereof.”

(The Master Declaration and documents identified in Recital E are hereby collectively referred to as the “Collective Master Association Covenants, Codes & Restrictions”).

- F. The Parties desire to eliminate any confusion with respect to the overall boundaries of the Subdivision or land located within the Subdivision Boundary, as well as eliminate any confusion for future owners or purchasers.
- G. The Parties also desire to eliminate any confusion with respect to the applicability of the Collective Master Association Covenants, Codes & Restrictions to all property within the Subdivision Boundary.
- H. A dispute, or confusion, has arisen between certain owners/developers and the Master Association with respect to the amount/percentage of assessments for Lots in various stages of development. Similar disputes have also arisen in the past. The Master Declaration and Amended & Restated Declaration contain language with respect to a “uniform rate” of assessment and language referencing a “pro-rata” rate of assessments for unimproved Lots. The Master Association previously resolved similar disputes by resolution and agreement with the related owners/developers.
- I. The Parties desire to resolve the current dispute and maintain consistency of application and interpretation by the Master Association. By resolving this dispute, no admission or acknowledgment is being made by the parties. The Master Association desires remain consistent with its prior interpretations, including a prior resolution made on July 31, 2008, while adapting to changing circumstances. Thus, in order maintain consistency, resolve this dispute, and avoid disputes moving forward, the following requirements apply to the amount and timing of assessments:
1. When an individual(s) or entity(s) purchases six (6) or more vacant Lots within the Subdivision (hereinafter “Developer Lots”), these Developer Lots are subject to a monthly assessment in the amount of 18.75% of the regular, monthly Master Association Assessment effective upon the purchase or acquisition of the Developers Lots until such time that a Developer Lot receives a building permit from the City. Each Developer Lot, upon receipt of a building permit from the City, is then subject a monthly assessment in the amount of 37.5% of the regular, monthly Master Association Assessment on a lot by lot basis.
 2. The owner of a Developer Lot shall provide written notice to the Master Association within ten (10) business days of receipt of a building permit for a Developer Lot. If said owner fails to provide the required notice, the Master Association may levy a \$500 fine and collect such fine as provided for in the Master Association’s governing documents and Utah law.
 3. If an individual(s) or entity(s) acquires five (5) or less vacant Lots within the Subdivision, such owner shall be responsible for monthly assessments in the full amount of the regular, monthly Master Association Assessment from the date of purchase or acquisition regardless of when the Lot(s) receives a building permit.
 4. Once a Developer Lot receives its final occupancy permit, it is subject to the full amount of the regular, monthly Master Association Assessment.

5. Until a Lot is being assessed the full amount of the monthly Master Association Assessment and is current on all assessment and fees with the Master Association, such Lot and its owners and/or occupants shall not have any access to the Master Association clubhouse, pools, hot tubs, parks, pavilions, playground equipment, docks, and other Master Association amenities or facilities, with the only exception being utilization of Master Association roads to access an Owner's Lot.
- J. If an owner pays a Reinvestment Fee on a vacant lot and, thereafter, receives a certificate of occupancy on a completed home on that same Lot within 18 months after payment of the initial Reinvestment fee, said owner, upon written application to the Master Association, shall receive a credit of the Reinvestment Fee paid on the purchase of the vacant Lot toward to Reinvestment Fee due on the completed home.
- K. This Clarification & Agreement is not intended as an amendment to the Collective Master Association Covenants, Codes & Restrictions. Instead, it is recorded by the parties to clarify certain interpretations, provisions and descriptions in the recorded documents in order to avoid further disputes and confusion and foster consistency of interpretation and application.
- L. The Master Association reserves all rights and abilities to assert any and all claims or positions, including the ability to seek the full amount of assessments and/or reinvestment fees, against developers and owners that are neither a Party to this Clarification & Agreement, nor a successor or assignee of a Party. In particular, the Association reserves all rights and claims against Woodside Homes of Utah, LLC. This Clarification & Agreement shall not be deemed a waiver of any rights with respect to developers and owners that are not a Party hereto or the successor or assignee of a Party.

NOW, THEREFORE, BE IT DECLARED:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Recitals.** The above Recitals are specifically incorporated herein by reference and made a part hereof.
2. **Definitions.** All terms used but not defined herein shall have the meanings given them under the Collective Master Association Covenants, Codes & Restrictions.
3. **Effective Date.** This Clarification & Agreement will take effect on the date recorded at the office of the Utah County Recorder's Office (the "Effective Date").
4. **Clarification.** It is the purpose of this document to clarify both the terms and intent of the Collective Master Association Covenants, Codes & Restrictions. In particular, as the documents relate to the Subdivision Boundary and assessment rates for Developer Lots.
5. **Subdivision Boundary.** Attached hereto as "**Exhibit 1**", and fully incorporated herein by the reference, is a metes and bounds description for the entire, approximately 640 acres that constitute property within the Subdivision, whether currently annexed or annexed to the Subdivision in the future ("Subdivision Boundary" or "Subdivision").

5. **Rate of Assessment.** The Parties agree to be bound by the rate of assessments, as set forth in **Recital I.**

6. **Annexation.** An individual(s) or entity(s) purchasing or acquiring a Plat is required to follow the annexation procedures as contained in the Collective Master Association Covenants, Codes & Restrictions for Saratoga Springs Subdivision. Notwithstanding any failure by an owner or entity to follow the required procedures, any Plat located within the Subdivision Boundary is subject to the terms and conditions of the Collective Master Association Covenants, Codes & Restrictions for Saratoga Springs Subdivision, as clarified herein.

7. **Authorization.** The individuals signing for the respective entities make the following representations: (i) he/she has read this Clarification & Agreement, (ii) he/she has authority to act for the entity designated below, (iii) he/she shall execute this Clarification & Agreement acting in said capacity.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

DATED: _____

SARATOGA SPRINGS DEVELOPMENT, LLC
By:

Its: _____


STATE OF UTAH)
 : ss
COUNTY OF)

On the _____ day of _____, 2016, personally appeared before me, _____, who being by me duly sworn did say that he/she is an authorized agent of Saratoga Springs Development LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC

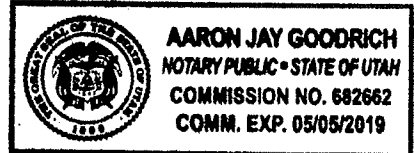
DATED: 19 APRIL 2016

SARATOGA SPRINGS
OWNERS ASSOCIATION, INC.
By:



Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF Utah)



On the 19th day of April, 2016, personally appeared before me, Robert Krejci, who being by me duly sworn did say that he/she is a board member of Saratoga Springs Owner Association, Inc., and he/she duly acknowledged to me that he/she executed the same.



NOTARY PUBLIC

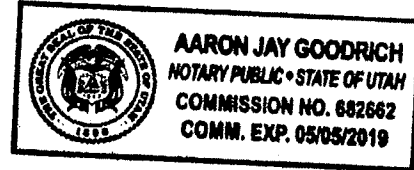
DATED: 4/19/16

SARATOGA SPRINGS OWNERS ASSOCIATION, INC.

By: Tiffany Sorenson

Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Utah)



On the 19th day of April, 2016 personally appeared before me, Tiffany Sorenson, who being by me duly sworn did say that he/she is a board member of Saratoga Springs Owner Association, Inc., and he/she duly acknowledged to me that he/she executed the same.

Aaron Jay Goodrich
NOTARY PUBLIC

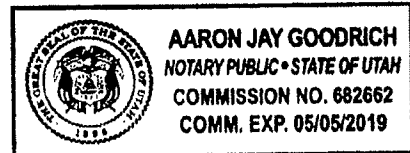
DATED: 4-19-2016

SARATOGA SPRINGS OWNERS ASSOCIATION, INC.

By: Nancy S. Hart

Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Utah)



On the 19th day of April, 2016, personally appeared before me, Nancy S. Hart, who being by me duly sworn did say that he/she is a board member of Saratoga Springs Owner Association, Inc., and he/she duly acknowledged to me that he/she executed the same.

Aaron Jay Goodrich
NOTARY PUBLIC

The below identified owners and/or developers of Plats within the Subdivision, hereby provide their consent to be bound by the Collective Master Association Covenants, Codes & Restrictions, as clarified by this Clarification & Agreement.

DATED: _____ IRONWOOD AT SARATOGA, LLC
BY:

Its: Managing Member

STATE OF UTAH)
 : ss
COUNTY OF)

On the _____ day of _____, 2016, personally appeared before me, _____, who being by me duly sworn did say that he/she is an authorized agent of Ironwood at Saratoga, LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC

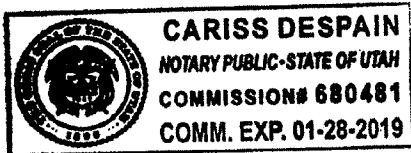
DATED: 5/3/16 _____ WARDLEY DEVELOPMENT SARATOGA, INC.

BY:

[Signature]
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF Salt Lake)

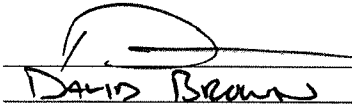
On the 3rd day of May, 2016, personally appeared before me, Lynn Wardley, who did say that he/she is an authorized agent of Wardley Development Saratoga, Inc., that the within and foregoing instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and that he/she duly acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

DATED: 04-28-16

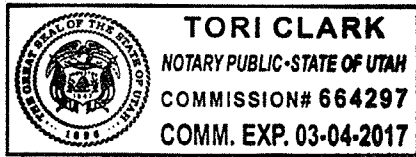
BALLATTA PARTNERS
By:



David Brown
Its: Managing Partner

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 28th day of April, 2016, personally appeared before me, DAVID BROWN, who did say that he/she is an authorized agent of Ballatta Partners, that the within and foregoing instrument was signed in behalf of said partnership, and that he/she duly acknowledged to me that said partnership executed the same.





Notary Public

Exhibit "1"

BEGINNING AT THE NORTHWEST CORNER OF SARATOGA SPRINGS NO. 4 P.U.D. SUBDIVISION,
RECORDED AS MAP NO. 6782-80 ON SEPTEMBER 17, 1996 AND AS ENTRY 75950,
SAID POINT LIES N00°33'27"E 1368.33 FEET ALONG THE SECTION LINE AND EAST 30.04 FEET
FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M
THENCE N 85°59'00" E A DISTANCE OF 221.60 FEET;
THENCE N 86°33'30" E A DISTANCE OF 523.70 FEET;
THENCE N 86°53'00" E A DISTANCE OF 376.63 FEET TO THE NORTHEAST CORNER OF SARATOGA
SPRINGS NO. 4 SUBDIVISION,
THENCE S 24°31'25" W A DISTANCE OF 566.48 FEET,
THENCE S 34°28'02" W A DISTANCE OF 689.11 FEET,
THENCE S 48°33'15" W A DISTANCE OF 288.38 FEET TO THE NORTHEAST CORNER OF SARATOGA
SPRINGS NO. 3 SUBDIVISION,
THENCE ALONG THE EASTERLY LINE OF SAID SUBDIVISION BOUNDARY S 48°33'15" W A DISTANCE OF
383.37 FEET,
THENCE S 35°07'31" W A DISTANCE OF 357.72 FEET,
THENCE S 39°39'46" W A DISTANCE OF 411.45 FEET,
THENCE N 81°54'30" W A DISTANCE OF 96.77 FEET,
THENCE S 40°55'58" W A DISTANCE OF 171.65 FEET,
THENCE S 31°59'17" W A DISTANCE OF 605.32 FEET TO THE NORTH LINE OF SARATOGA SPRINGS NO.5
SUBDIVISION,
THENCE ALONG EASTERLY LINE OF SAID SUBDIVISION S 89°40'01" E A DISTANCE OF 39.05 FEET,
THENCE S 23°19'20" W A DISTANCE OF 555.47 FEET,
THENCE S 14°11'12" W A DISTANCE OF 499.14 FEET,
THENCE S 22°12'46" W A DISTANCE OF 467.67 FEET, TO THE NORTHEAST CORNER OF SARATOGA
SPRINGS NO. 7 SUBDIVISION,
THENCE ALONG EASTERLY BOUNDARY OF SAID SUBDIVISION S 05°24'23" W A DISTANCE OF 436.75 FEET
THENCE S 17°34'49" W A DISTANCE OF 62.11 FEET,
THENCE S 07°54'56" W A DISTANCE OF 123.88 FEET,
THENCE S 33°20'17" E A DISTANCE OF 318.37 FEET,
THENCE S 50°15'27" E A DISTANCE OF 621.02 FEET TO THE NORTHEASTERLY CORNER OF SARATOGA
SPRINGS NO. 8 SUBDIVISION,
THENCE ALONG EASTERLY BOUNDARY OF SAID SUBDIVISION S 50°15'27" E A DISTANCE OF 207.30 FEET,
THENCE S 65°06'42" E A DISTANCE OF 363.91 FEET,
THENCE S 39°02'45" E A DISTANCE OF 109.73 FEET TO THE EAGLE PARK SUBDIVISION,
THENCE ALONG SAID SUBDIVISION N 00°00'00" W A DISTANCE OF 75.88 FEET,
THENCE CONTINUE ALONG SAID SUBDIVISION BOUNDARY N 23°14'18" E A DISTANCE OF 21.48 FEET,
THENCE S 65°44'10" E A DISTANCE OF 585.32 FEET,
THENCE S 44°58'55" W A DISTANCE OF 16.51 FEET,
THENCE S 57°23'53" E A DISTANCE OF 15.54 FEET,
THENCE S 02°56'16" E A DISTANCE OF 14.48 FEET TO THE WARDLEY PROPERTY AS DESCRIBED IN THAT
CERTAIN WARRANTY DEED RECORDED AS ENTRY 29511:2014 ON MAY 02, 2014,
THENCE ALONG WARDLEY DEED N 33°01'33" E A DISTANCE OF 24.60 FEET,

THENCE CONTINUE ALONG WARDLEY PROPERTY S 47°07'13" E A DISTANCE OF 369.60 FEET,
THENCE S 59°51'56" E A DISTANCE OF 355.42 FEET TO THE WILTSHIRE ESTATES SUBDIVISION,
THENCE CONTINUE ALONG SUBDIVISION BOUNDARY S 59°51'56" E A DISTANCE OF 112.88 FEET,
THENCE S 58°24'39" E A DISTANCE OF 322.40 FEET,
THENCE S 60°01'02" E A DISTANCE OF 238.87 FEET,
THENCE S 89°38'49" E A DISTANCE OF 47.16 FEET,
THENCE S 58°40'50" E A DISTANCE OF 180.64 FEET TO THE SARATOGA SPRINGS NO. 16A SUBDIVISION,
THENCE ALONG SUBDIVISION BOUNDARY S 58°40'50" E A DISTANCE OF 44.76 FEET,
THENCE S 47°44'15" E A DISTANCE OF 200.23 FEET,
THENCE S 48°10'38" W A DISTANCE OF 36.19 FEET TO THE SARATOGA SPRINGS NO. 16 SUBDIVISION,
THENCE ALONG SUBDIVISION BOUNDARY S 49°24'07" E A DISTANCE OF 375.95 FEET,
THENCE S 43°12'42" E A DISTANCE OF 95.73 FEET,
THENCE S 25°49'48" E A DISTANCE OF 313.01 FEET TO THE NORTHEAST CORNER OF SARATOGA SPRING
NO.13A SUBDIVISION,
THENCE ALONG SUBDIVISION BOUNDARY S 26°54'08" E A DISTANCE OF 224.66 FEET MORE OR LESS TO
THE PUMPHOUSE PROPERTY OWNED BY THE CITY OF SARATOGA SPRINGS IDENTIFIED A PARCEL NO.
59:001:0098, DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY 32310:2008 ON
MARCH 19, 2008,
THENCE N 69°25'22" E A DISTANCE OF 23.78 FEET,
THENCE S 24°26'38" E A DISTANCE OF 6.60 FEET,
THENCE S 04°33'01" E A DISTANCE OF 135.30 FEET,
THENCE S 83°32'05" W A DISTANCE OF 42.16 FEET MORE OR LESS TO THE SARATOGA SPRINGS NO. 13
SUBDIVISION,
THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION S 03°47'11" E A DISTANCE OF 110.12
FEET,
THENCE S 12°35'48" E A DISTANCE OF 96.86 FEET,
THENCE S 31°45'23" E A DISTANCE OF 102.60 FEET,
THENCE S 27°47'37" E A DISTANCE OF 284.49 FEET,
THENCE S 34°44'45" E A DISTANCE OF 103.04 FEET,
THENCE S 44°58'43" E A DISTANCE OF 185.40 FEET,
THENCE S 25°13'08" E A DISTANCE OF 28.50 FEET,
THENCE S 08°45'11" W A DISTANCE OF 19.95 FEET,
THENCE S 21°47'04" W A DISTANCE OF 26.16 FEET,
THENCE S 48°59'59" W A DISTANCE OF 49.87 FEET,
THENCE WITH A CURVE TO THE RIGHT 262.30 FEET, HAVING A RADIUS OF 453.00 FEET, (CHORD BEARS
S 24°24'44" E 258.65 FEET),
THENCE N 82°48'29" E A DISTANCE OF 90.42 FEET,
THENCE S 25°21'10" E A DISTANCE OF 52.06 FEET,
THENCE S 12°24'55" W A DISTANCE OF 181.45 FEET,
THENCE S 08°56'07" W A DISTANCE OF 202.32 FEET,
THENCE S 00°28'47" E A DISTANCE OF 202.83 FEET TO THE NORTHEAST CORNER OF SARATOGA SPRINGS
NO. 19 SUBDIVISION,
THENCE ALONG SUBDIVISION BOUNDARY S 06°48'31" E A DISTANCE OF 90.80 FEET,
THENCE S 05°46'45" E A DISTANCE OF 109.77 FEET,

THENCE S 03°34'07" E A DISTANCE OF 100.92 FEET BACK TO THE EASTERLY BOUNDARY OF SARATOGA SPRINGS NO. 19 SUBDIVISION,
 THENCE CONTINUE ALONG EASTERLY BOUNDARY OF SAID SUBDIVISION S 06°33'00" E A DISTANCE OF 291.14 FEET,
 THENCE S 14°35'55" W A DISTANCE OF 46.21 FEET,
 THENCE S 29°10'48" W A DISTANCE OF 55.97 FEET,
 THENCE S 55°25'47" E A DISTANCE OF 170.98 FEET,
 THENCE ALONG A CURVE TO THE RIGHT 386.22 FEET, HAVING A RADIUS OF 628.00 FEET, (CHORD BEARS S 37°48'41" E 380.16 FEET),
 THENCE S 79°11'30" E A DISTANCE OF 117.79 FEET,
 THENCE S 56°03'35" E A DISTANCE OF 70.22 FEET TO THE TALONS COVE GOLF COURSE PROPERTY IDENTIFIED AS PARCEL 59:001:0045 AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTY 117321:2004 ON OCTOBER 14, 2004,
 THENCE ALONG EASTERLY BOUNDARY OF THE GOLF COURSE N 45°48'30" E A DISTANCE OF 52.35 FEET,
 THENCE S 44°11'30" E A DISTANCE OF 86.80 FEET,
 THENCE S 38°15'09" E A DISTANCE OF 439.33 FEET,
 THENCE S 44°44'47" E A DISTANCE OF 612.07 FEET,
 THENCE N 45°15'13" E A DISTANCE OF 5.16 FEET ALONG GOLF COURSE TO THE WOODSIDE HOME OF UTAH LLC PROPERTY (FUTURE PHASE 25, 26 AND 27) AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 78039:2014 ON OCTOBER 30, 2014,
 THENCE ALONG WOODSIDE PROPERTY S 44°44'47" E A DISTANCE OF 30.77 FEET,
 THENCE S 49°58'11" E A DISTANCE OF 783.61 FEET,
 THENCE S 37°45'47" E A DISTANCE OF 269.42 FEET,
 THENCE S 22°55'06" E A DISTANCE OF 483.76 FEET,
 THENCE S 22°56'06" E A DISTANCE OF 106.87 FEET,
 THENCE S 28°15'56" E A DISTANCE OF 663.06 FEET,
 THENCE S 40°15'52" E A DISTANCE OF 256.00 FEET,
 THENCE S 00°09'31" W A DISTANCE OF 940.57 FEET MORE OR LESS TO THE EAST-WEST CENTERLINE OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST,
 THENCE ALONG ALIQUOT PART LINE AND THE SOUTH LINE OF FUTURE PHASE 26 S 89°50'02" W A DISTANCE OF 699.52 FEET TO THE SOUTHEAST CORNER OF THE LAKESIDE PLAT 27 SUBDIVISION,
 THENCE ALONG SOUTH LINE OF SUBDIVISION S 89°50'02" W A DISTANCE OF 809.67 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION,
 THENCE ALONG SUBDIVISION N 23°52'14" W A DISTANCE OF 55.95 FEET,
 THENCE ALONG A CURVE TO THE LEFT 53.13 FEET, HAVING A RADIUS OF 2123.00 FEET, (CHORD BEARS N 24°35'15" W 53.13 FEET),
 THENCE N 25°18'15" W A DISTANCE OF 414.29 FEET,
 THENCE ALONG A CURVE TO THE RIGHT 395.23 FEET, HAVING A RADIUS OF 4967.00 FEET, (CHORD BEARS N 23°01'29" W 395.13 FEET),
 THENCE WITH A REVERSE CURVE TO THE LEFT 438.38 FEET, HAVING A RADIUS OF 1833.00 FEET, (CHORD BEARS N 27°35'47" W 437.33 FEET),
 THENCE N 34°26'53" W A DISTANCE OF 100.67 FEET,
 THENCE N 56°56'48" E A DISTANCE OF 60.22 FEET TO THE TALONS COVE GOLF COURSE PROPERTY IDENTIFIED AS PARCEL 59:001:0045 AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS

ENTY 117321:2004 ON OCTOBER 14, 2004,
 THENCE ALONG THE GOLF COURSE PROPERTY WITH A CURVE TO THE LEFT 110.15 FEET, HAVING A RADIUS OF 3527.75 FEET, (CHORD BEARS N 34°02'27" W 110.15 FEET),
 THENCE N 34°56'07" W A DISTANCE OF 507.75 FEET,
 THENCE ALONG A CURVE TO THE LEFT 511.55 FEET, HAVING A RADIUS OF 1363.24 FEET, (CHORD BEARS N 45°41'07" W 508.55 FEET),
 THENCE N 56°26'07" W A DISTANCE OF 763.33 FEET,
 THENCE ALONG A CURVE TO THE RIGHT 300.92 FEET, HAVING A RADIUS OF 1183.24 FEET, (CHORD BEARS N 49°08'59" W 300.11 FEET) TO THE SOUTHWEST CORNER OF THE TALONS COVE SUBDIVISION,
 THENCE WITH A COMPOUND CURVE TO THE RIGHT 211.24 FEET, HAVING A RADIUS OF 1183.24 FEET, (CHORD BEARS N 36°44'59" W 210.96 FEET),;
 THENCE N 31°38'07" W A DISTANCE OF 284.91 FEET TO THE SOUTH LINE OF FAIRWAY BLVD.,
 THENCE N 32°11'00" W A DISTANCE OF 112.99 FEET TO THE NORTH LINE OF FAIRWAY BLVD.,
 THENCE N 31°38'07" W A DISTANCE OF 371.03 FEET ALONG THE WEST LINE OF THE WARDLEY PROPERTY AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY 5289:2012 ON JANUARY 23, 2012 TO THE TALONS COLF COURSE PROPERTY,
 THENCE ALONG GOLF COURSE PROPERTY N 31°38'07" W A DISTANCE OF 230.78 FEET,
 THENCE CONTINUE ALONG WEST LINE OF GOLF COURSE PROPERTY N 31°38'07" W A DISTANCE OF 291.94 FEET,
 THENCE CONTINUING ALONG THE WESTERLY LINE OF THE GOLD COURSE ALONG A CURVE TO THE RIGHT 496.00 FEET, HAVING A RADIUS OF 8504.37 FEET, (CHORD BEARS N 29°57'52" W 495.93 FEET),
 THENCE N 28°17'37" W A DISTANCE OF 311.19 FEET,
 THENCE ALONG A CURVE TO THE LEFT 283.72 FEET, HAVING A RADIUS OF 2381.83 FEET, (CHORD BEARS N 31°42'22" W 283.55 FEET),
 THENCE N 35°07'07" W A DISTANCE OF 828.75 FEET,
 THENCE ALONG A CURVE TO THE RIGHT 458.94 FEET, HAVING A RADIUS OF 4207.18 FEET, (CHORD BEARS N 31°59'37" W 458.71 FEET),
 THENCE N 28°52'07" W A DISTANCE OF 684.77 FEET,
 THENCE ALONG A CURVE TO THE LEFT 677.71 FEET, HAVING A RADIUS OF 2954.79 FEET, (CHORD BEARS N 35°26'22" W 676.22 FEET) TO THE SOUTHERLY LINE OF THE LDS CHURCH SITE SUBDIVISION,
 THENCE ALONG SAID SUBDIVISION N 45°00'00" E A DISTANCE OF 312.04 FEET,
 THENCE N 45°00'00" W A DISTANCE OF 404.51 FEET TO THE SOUTH LINE OF CENTENNIAL BLVD.,
 THENCE WITH A CURVE TO THE RIGHT 25.88 FEET, HAVING A RADIUS OF 540.00 FEET, (CHORD BEARS S 43°46'07" W 25.88 FEET) ALONG CENTENNIAL BLVD.,
 THENCE S 45°00'42" W A DISTANCE OF 333.13 FEET,
 THENCE N 45°07'07" W A DISTANCE OF 12.00 FEET ALONG THE WESTERLY LINE OF SARATOGA SPRINGS NO. SUBDIVISION,
 THENCE N 45°07'07" W A DISTANCE OF 56.00 FEET ALONG THE WESTERLY LINE SARATOGA SPRINGS NO. 7 SUBDIVISION,
 THENCE N 45°07'07" W A DISTANCE OF 1551.34 FEET ALONG THE WESTERLY LINE OF SARATOGA SPRINGS NO. 9 SUBDIVISION,
 THENCE ALONG A CURVE TO THE RIGHT 324.73 FEET, HAVING A RADIUS OF 1008.74 FEET, (CHORD BEARS N 35°53'49" W 323.33 FEET) TO THE SOUTHWEST CORNER OF SARATOGA SPRINGS NO. 10 SUBDIVISION,

THENCE ALONG SUBDIVISION LINE WITH A COMPOUND CURVE TO THE RIGHT 433.51 FEET, HAVING A RADIUS OF 1008.74 FEET, (CHORD BEARS N 14°21'47" W 430.18 FEET),
THENCE N 02°03'07" W A DISTANCE OF 445.82 FEET TO THE SOUTHWEST CORNER OF SARATOGA SPRINGS NO. 11 SUBDIVISION,
THENCE N 02°03'07" W A DISTANCE OF 884.39 FEET ALONG SUBDIVISION LINE,
THENCE N 02°03'07" W A DISTANCE OF 1326.36 FEET ALONG THE WESTERLY LINE OF SARATOGA SPRINGS NO. 6 SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 101, SARATOGA SPRINGS NO. 1 SUBDIVISION,
THENCE ALONG EAST LINE OF LOT 101 N 02°04'25" W A DISTANCE OF 773.31 FEET,
THENCE WITH A CURVE TO THE RIGHT 28.76 FEET, HAVING A RADIUS OF 22885.00 FEET, (CHORD BEARS N02°4'3"W 28.76 FEET) TO THE SOUTHWEST CORNER OF SARATOGA SPRINGS NO. 2 SUBDIVISION,
THENCE ALONG SUBDIVISION WITH A CURVE TO THE RIGHT 307.97 FEET, HAVING A RADIUS OF 22885.00 FEET, (CHORD BEARS N 01°38'53" W 307.96 FEET) TO THE NORTHWEST CORNER OF SUBDIVISION,
THENCE ALONG THE NORTH LINE OF SARATOGA SPRINGS NO.2 SUBDIVISION N 89°57'52" E A DISTANCE OF 1636.69 FEET TO THE NORTHWEST CORNER OF SARATOGA SPRINGS NO. 3 SUBDIVISION,
THENCE ALONG NORTH LINE OF SUBDIVISION N 89°57'52" E A DISTANCE OF 141.72 FEET,
THENCE CONTINUE ALOONG SUBDIVISION LINE N 55°45'00" E A DISTANCE OF 719.98 FEET,
THENCE N 00°41'00" E A DISTANCE OF 180.00 FEET,
THENCE N 34°00'00" E A DISTANCE OF 108.46 FEET TO THE NORTHWEST CORNER OF SARATOGA SPRINGS NO. 3 SUBDIVISION,
THENCE N 34°00'00" E A DISTANCE OF 114.81 FEET ALONG THE WESTERLY LINE OF SARATOGA SPRINGS NO.4 SUBDIVISION,
THENCE N 21°58'00" E A DISTANCE OF 403.00 FEET,
THENCE N 02°54'30" E A DISTANCE OF 348.75 FEET ALONG SUBDIVISION TO THE POINT OF BEGINNING.
AREA OF ABOVE DESCRIBED PARCEL CONTAINING 638.920 ACRES