

**BYLAWS OF  
HIGHLAND GARDENS  
TOWN HOME ASSOCIATION**

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The following are the Bylaws of Highland Gardens Town Home Association, a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**RECITALS**

- A. The Town Home Property remains within the Class B membership period.
- B. The Board of Directors, as nominated by the Declarant, are David Bailey and Brad Wilson.
- C. The Declaration, Articles of Incorporation and Utah Revised Non-Profit Corporation Act provide for the Association to be governed by a set of bylaws.
- D. No prior bylaws have been adopted for the Association.
- E. The Board of Directors, consistent with Article IV of the Articles of Incorporation, Article IV of the Declaration, and Utah Code § 16-6a-206, hereby adopt these Bylaws for the Association and shall cause them to be recorded in the Salt Lake County Recorder's Office.

**ARTICLE I  
LOCATION**

The initial principal office of the Association shall be located at 67 South Main Street, Suite 300, Layton, Utah 84041, Utah, but meetings of Members 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 2.1 Definitions.** All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions and Restrictions of Highland Gardens Town Home Association, a Planned Unit Development recorded on January 10, 2012, as Entry No. 11311624, in the records of the Salt Lake County Recorder, state of Utah, the Amendment to the Declaration of Covenants, Conditions and Restrictions of Highland Gardens Town Homes Association, a PUD, recorded on August 27, 2012, as Entry No. 11458976, in the records of the Salt Lake County Recorder, state of Utah, and the Second Amended to the Declaration of Covenants, Conditions and Restrictions of Highland Gardens Town Home Association, a Planned Unit Development, recorded on September 21, 2012, as Entry No. 11476526, in the records of the Salt Lake County Recorder, state of Utah (collectively referred to as "Declaration"), as the same may be amended from time to time as therein provided, said

Declaration being incorporated herein, as if set forth herein at length. The term "Owner" or "Owners" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

### **ARTICLE III MEETINGS OF OWNERS**

**Section 3.1 Annual Meetings.** Unless otherwise determined by the Board, and subject to notice thereof as provided in Section 3.3 below, annual meetings of the Members shall be held in November each year commencing in the year 2015.

**Section 3.2 Special Meetings.** Special meetings of the Members may be called at the request of the Board, or upon written request of the Members holding at least twenty-five percent (25%) of the total membership, as outlined in the Declaration.

**Section 3.3 Notice of Meetings.** Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon depositing in the mail. Notices shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Owners are required to provide a valid email address to the Board or request, in writing, that all notices be sent via U.S. Mail.

**Section 3.4 Quorum.** The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty-five percent (25%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not later than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present at such meeting shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

**Section 3.5 Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary or manager. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Member of his Lot.

**Section 3.6 Conduct of Meeting.** The President, or in his absence the Vice President, shall preside over all meetings. The Secretary shall keep minutes of all meetings and maintain a record of the minutes, adopted resolutions and rules.

**Section 3.7 Action Taken Without a Meeting.** Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

An Owner may revoke a prior written consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

**Section 3.8 Voting.** Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Declaration:

Since an Owner may be more than one person, if only one of such person is present at the meeting of the Association that person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such person is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or

General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

#### **ARTICLE IV BOARD, SELECTION AND TERM OF OFFICE**

**Section 4.1 Number, Tenure and Qualifications.** Except for the Initial Board selected by Declarant which consists of two members, and their successors, that may hold office so long as Class B membership period specified in the Declaration exists, the affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board").

The term of each Board of Directors Member shall be two (2) years. The terms of the Board Members shall overlap so that two (2) Board Members shall be elected one year, one (1) the next, two (2) the following, and so on. At the first meeting of the Owners to elect the initial Board Members, the two Board Members who receive the most votes shall serve for two (2) years and the third Board Member shall serve for one (1) year.

**Section 4.2 Removal.** Any Director, except during Class B membership period, may be removed from the Board, with or without cause, by a fifty-one percent (51%) vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

**Section 4.3 Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 4.4 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

#### **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

**Section 5.1 Nomination.** Nomination for election to the Board may be made by the Board or from the floor at the annual meeting.

**Section 5.2 Election.** Election to the Board shall be by secret written ballot. At such election the Members, or their proxies, may cast votes with 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.

**ARTICLE VI  
MEETINGS OF THE BOARD**

**Section 6.1 Meetings.** Following the Class B membership period, regular meetings of the Board shall be held at least quarterly, and more often at the discretion of the Board of Directors.

- (a) **Who is Entitled to Attend.** Board Members, Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board of Directors is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board of Directors.
- (b) **Owner Comment Period.** Owners in attendance at the meeting shall be permitted a reasonable opportunity to offer comments, which may be limited to one period during the meeting.
- (c) **Attendance by Telephone or other Means.** The Board of Directors may allow attendance and participation at any meeting of the Board of Directors by telephone or any other means that allows for the Board Members to hear each other during the meeting (electronic communication).
- (d) **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of any two (2) Board Members or the President of the Association. Notice of any special meeting shall be given at least 48 hours prior thereto to each Board of Directors Member. No notice of special meetings is required to be provided to Owners, although any Owner may attend any special meeting if the Owner appears at the physical location of the meeting in person.
- (e) **Quorum and Manner of Acting.** Two (2) Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors, provided, however, that if only two (2) members of the Board of Directors are present, then any decision by such quorum of three must be unanimous to be the act of the Board of Directors. The Board Members shall act only as a Board of Directors, and individual members shall have no powers as such.
- (f) **Place and Notice of Meetings.**
  - (1) The Board of Directors may designate any place in Salt Lake County as the place of meeting for any regular meeting called by the Board of

Directors but shall in good faith attempt to hold meetings at the Project or in as close a proximity to the Project as reasonably possible.

- (2) All Board Members and Owners shall be given at least ten (10) days' notice of regular meetings. Owners requesting notice of regular meetings by email shall be provided email notice at the email address the Owner provides not less than 48 hours before the meeting. No notice is required to Owners of a Board of Directors meeting if: (a) the meeting is to address an emergency; and (b) each Board of Directors Member receives notice of the meeting less than 48 hours before the meeting.
- (3) The notice to Owners in part (2) above shall include: (a) the time and date of the meeting, (b) the location of the meeting, and (c) if a Board of Directors Member may participate by means of electronic communication, the information necessary to allow an Owner to participate by the same means of electronic communication.

(g) **Executive Session.**

- (1) The Board of Directors or a Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. The Board of Directors may exclude Owners and others from any part of executive session portion of the meeting. If the Board of Directors enters executive session, they shall discontinue any executive session by motion and a vote.
- (2) Executive sessions may be held to discuss and make decisions related to the following matters:
  - (i) consult with an attorney for the purpose of obtaining legal advice,
  - (ii) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings,
  - (iii) discuss a personnel matter,
  - (iv) discuss a matter relating to contract negotiations, including review of a bid or proposal,
  - (v) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or
  - (vi) discuss a delinquent assessment or fine.
- (3) The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Board of Directors or the Committee.
- (4) Documents analyzed in executive session may be confidential for other reasons provided for by law or in the Governing Documents,

but they are not confidential merely as a result of having been discussed or presented in executive session.

- (5) The minutes of the meeting at which an executive session is held shall include:
  - (i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: "To discuss the terms of a management contract with XYZ Company," or "To discuss the pending litigation with XYZ."
  - (ii) Any decisions made during executive session.
- (6) Care shall be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of members of the Board of Directors or the Committee.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD**

**Section 7.1 Powers and Duties.** The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collecting the assessments;
- (d) Maintaining a bank account for the Association and designating required signatories;
- (e) Maintaining the Common Areas, Limited Common Areas and Facilities;
- (f) Adopting and amending rules and regulations;
- (g) Enforcing the Declaration, including the retention of legal counsel;
- (h) Commencing legal action when necessary;
- (i) Levying fines, sanctions and citations;
- (j) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (k) Purchasing and maintaining insurance;
- (l) Keeping books and records of the Association;
- (m) Making emergency repairs;
- (n) Managing parking;
- (o) Managing reasonable pet restrictions; and
- (p) Performing other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

**ARTICLE VIII  
OFFICERS AND THEIR DUTIES**

**Section 8.1 Enumeration of Officers.** Following the Class B membership period, the officers of this Association shall be a president, vice-president and secretary, who shall at all times be members of the Board, a treasurer or such other officer as the Board may from time to time, by resolution, create.

**Section 8.2 Election of Officers.** Following the Class B membership period, the election of officers shall take place at each annual meeting of the Members. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevents an officer or directors from being re-elected to their respective positions.

**Section 8.3 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 8.4 Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 8.5 Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to **Section 8.3** of this Article.

**Section 8.6 Duties.** The duties of the officers are as follows:

**President:** The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Members are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

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

**Secretary/Treasurer:** The secretary/treasurer (or manager) shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the



completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE IX COMMITTEES**

**Section 9.1 Committees.** The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes.

## **ARTICLE X AMENDMENTS, ORDER OF PRECEDENCE**

**Section 10.1 Amendment.** During the Class B membership period, these Bylaws may be amended, at a regular or special meeting of the Board, by the consent of a majority of the Board Members. Following the Class B membership period, Members, holding at least fifty-one percent (51%) of the total ownership, may amend the Bylaws. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Salt Lake County Recorder, State of Utah. 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.

**Section 10.2 Waiver of Procedural Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting -- they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

**Section 10.3 Requirements for Objections.** All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law

that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

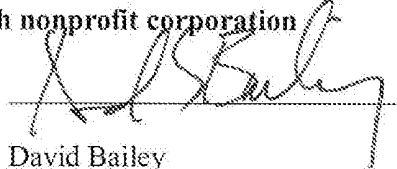
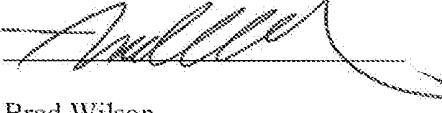
**Section 10.4 Irregularities that Cannot Be Waived.** The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

**ARTICLE XI  
FISCAL YEAR**

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

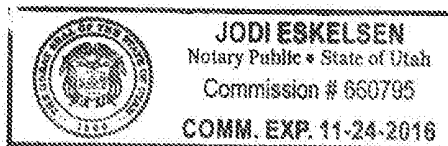
The foregoing Bylaws are adopted by the undersigned and made effective upon this \_\_\_ day of \_\_\_\_\_, 2015.

<p><b>HIGHLAND GARDENS TOWN HOME ASSOCIATION, A Utah nonprofit corporation</b></p> <p>By: </p> <p>David Bailey Board Member</p>	<p><b>HIGHLAND GARDENS TOWN HOME ASSOCIATION, A Utah nonprofit corporation</b></p> <p>By: </p> <p>Brad Wilson Board Member</p>
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Personally appeared before me, David Bailey and Brad Wilson



Notary Public



## BOUNDARY DESCRIPTION

### PHASE 1

BEGINNING AT A POINT BEING NORTH 00°08'36" EAST 674.90 FEET ALONG THE SECTION LINE AND WEST 1221.39 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°07'29" EAST 309.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE NORTH 89°34'30" WEST 45.63 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 7800 STREET; THENCE SOUTH 85°46'23" WEST 196.69 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 7800; THENCE NORTH 04°13'37" WEST 16.06 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BINGHAM JUNCTION BOULEVARD; THENCE NORTH 33°13'37" EAST 47.33 FEET; THENCE NORTH 56°46'23" WEST 36.25 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID BINGHAM JUNCTION BOULEVARD; SOUTH STREET TO THE EASTERLY RIGHT OF WAY LINE OF BINGHAM JUNCTION BOULEVARD; THENCE NORTH 04°13'37" WEST 168.98 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BINGHAM JUNCTION BOULEVARD; THENCE NORTHERLY 85.32 FEET ALONG THE ARC OF A 2,947.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 85°46'23" EAST AND THE CHORD BEARS NORTH 3°23'51" WEST 85.31 FEET WITH A CENTRAL ANGLE OF 01°39'31") ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BINGHAM JUNCTION BOULEVARD; THENCE SOUTHEASTERLY 21.50 FEET ALONG THE ARC OF A 29.80 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 39°13'47" EAST AND THE CHORD BEARS SOUTH 71°26'20" EAST 21.04 FEET WITH A CENTRAL ANGLE OF 41°20'14"); THENCE NORTH 87°53'33" EAST 20.80 FEET; THENCE NORTHEASTERLY 44.83 FEET ALONG THE ARC OF A 28.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 02°06'27" WEST AND THE CHORD BEARS NORTH 42°49'53" EAST 40.35 FEET WITH A CENTRAL ANGLE OF 90°07'20"); THENCE NORTH 87°46'14" EAST 27.00 FEET; THENCE SOUTH 02°13'46" EAST 10.78 FEET; THENCE NORTH 87°46'14" EAST 28.36 FEET; THENCE SOUTH 00°01'46" EAST 14.42 FEET; THENCE NORTH 89°58'14" EAST 110.00 FEET; THENCE SOUTH 00°01'46" EAST 6.50 FEET; THENCE NORTH 89°58'20" EAST 30.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 81,262 SQUARE FEET OF 1.865 ACRES.

## BOUNDARY DESCRIPTION

### PHASE 2

BEGINNING AT A POINT BEING NORTH 00°08'36" EAST 982.45 FEET ALONG THE SECTION LINE AND WEST 1222.83 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°07'29" EAST 307.55 FEET TO THE NORTHERLY BOUNDARY LINE OF HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE SOUTH 89°58'20" WEST 30.29 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE NORTH 00°01'46" WEST 6.50 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE SOUTH 89°58'14" WEST 110.00 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE NORTH 00°01'46" WEST 14.42 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE SOUTH 87°46'14" WEST 28.36 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE NORTH 02°13'46" WEST 10.78 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE SOUTH 87°46'14" WEST 27.00 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE SOUTHWESTERLY 44.83 FEET ALONG THE ARC OF A 28.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°46'14" WEST AND THE CHORD BEARS SOUTH 42°49'53" WEST 40.35 FEET WITH A CENTRAL ANGLE OF 90°07'20") ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE SOUTH 87°53'33" WEST 20.80 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION; THENCE NORTHWESTERLY 21.50 FEET ALONG THE ARC OF A 29.80 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 02°06'27" WEST AND THE CHORD BEARS NORTH 71°26'20" WEST 21.04 FEET WITH A CENTRAL ANGLE OF 41°20'14") ALONG THE NORTHERLY BOUNDARY LINE OF SAID HIGHLAND GARDENS PHASE 1 SUBDIVISION TO THE EASTERLY RIGHT-OF-WAY LINE OF BINGHAM JUNCTION BOULEVARD; THENCE NORTHEASTERLY 265.91 FEET ALONG THE ARC OF A 2,947.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 87°25'54" EAST AND THE CHORD BEARS NORTH 00°01'00" EAST 265.82 FEET WITH A CENTRAL ANGLE OF 05°10'12") ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BINGHAM JUNCTION BOULEVARD; THENCE NORTH 02°36'06" EAST 45.43 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BINGHAM JUNCTION BOULEVARD; THENCE SOUTH 87°24'12" EAST 107.41 FEET; THENCE SOUTH 00°02'08" EAST 3.86 FEET; THENCE NORTH 89°57'57" EAST 114.00 FEET; THENCE SOUTH 00°02'03" EAST 0.83 FEET; THENCE NORTH 89°57'57" EAST 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 80,196 SQUARE FEET OF 12.841 ACRES

Block / Building	Type	Lot / Quarter	Parcel Number	Obsciete?
	L	101	21-26-476-008-0000	N
	L	102	21-26-476-009-0000	N
	L	103	21-26-476-010-0000	N
	L	104	21-26-476-011-0000	N
	L	105	21-26-476-012-0000	N
	L	106	21-26-476-013-0000	N
	L	107	21-26-476-014-0000	N
	L	108	21-26-476-031-0000	N
	L	109	21-26-476-032-0000	N
	L	110	21-26-476-033-0000	N
	L	111	21-26-476-034-0000	N
	L	112	21-26-476-035-0000	N
	L	113	21-26-476-036-0000	N
	L	114	21-26-476-037-0000	N
	L	115	21-26-476-038-0000	N
	L	116	21-26-476-039-0000	N
	L	117	21-26-476-030-0000	N
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	L	122	21-26-476-021-0000	N
	L	123	21-26-476-022-0000	N
	L	124	21-26-476-023-0000	N
	L	125	21-26-476-024-0000	N
	L	126	21-26-476-025-0000	N
	L	127	21-26-476-020-0000	N
	L	128	21-26-476-019-0000	N
	L	129	21-26-476-018-0000	N
	L	130	21-26-476-017-0000	N
	L	131	21-26-476-016-0000	N
	L	132	21-26-476-015-0000	N
	P	A	21-26-476-040-0000	N

```
//if (typeof vargvPropertySubLotsParcelsRXLP == 'undefined' ||
vargvPropertySubLotsParcelsRXLP == null) var vargvPropertySubLotsParcelsRXLP = new
CoolGridView({GridContainerID:
"gvPropertySubLotsParcelsRXLPjEsCoOI_mainDiv",HeaderContainerID:
"gvPropertySubLotsParcelsRXLPjEsCoOI_headerDiv",TableContainerID:
"gvPropertySubLotsParcelsRXLPjEsCoOI_tableDiv",GridID:
"gvPropertySubLotsParcelsRXLP",FooterContainerID:
"gvPropertySubLotsParcelsRXLPjEsCoOI_footerDiv",PagerContainerID:
"gvPropertySubLotsParcelsRXLPjEsCoOI_pagerDiv",HiddenFieldDataID:
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Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	201	21-26-476-074-0000	N
	L	202	21-26-476-075-0000	N
	L	203	21-26-476-076-0000	N
	L	204	21-26-476-077-0000	N
	L	205	21-26-476-078-0000	N
	L	206	21-26-476-079-0000	N
	L	207	21-26-476-073-0000	N
	L	208	21-26-476-072-0000	N
	L	209	21-26-476-071-0000	N
	L	210	21-26-476-070-0000	N
	L	211	21-26-476-069-0000	N
	L	212	21-26-476-068-0000	N
	L	213	21-26-476-062-0000	N
	L	214	21-26-476-063-0000	N
	L	215	21-26-476-064-0000	N
	L	216	21-26-476-065-0000	N
	L	217	21-26-476-066-0000	N
	L	218	21-26-476-067-0000	N
	L	219	21-26-476-061-0000	N
	L	220	21-26-476-060-0000	N
	L	221	21-26-476-059-0000	N
	L	222	21-26-476-058-0000	N
	L	223	21-26-476-057-0000	N
	L	224	21-26-476-056-0000	N
	L	225	21-26-476-055-0000	N
	L	226	21-26-476-043-0000	N
	L	227	21-26-476-044-0000	N
	L	228	21-26-476-045-0000	N
	L	229	21-26-476-046-0000	N
	L	230	21-26-476-047-0000	N
	L	231	21-26-476-048-0000	N
	L	232	21-26-476-049-0000	N
	L	233	21-26-476-050-0000	N
	L	234	21-26-476-051-0000	N
	L	235	21-26-476-052-0000	N
	L	236	21-26-476-053-0000	N
	L	237	21-26-476-054-0000	N
	L	AREA	21-26-476-080-0000	N

```
//if (typeof vargvPropertySubLotsParcelsRXLP == 'undefined' ||
vargvPropertySubLotsParcelsRXLP == null) var vargvPropertySubLotsParcelsRXLP = new
CoolGridView({GridContainerID:
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"gvPropertySubLotsParcelsRXLPjEsCoOl_headerDiv",TableContainerID:
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