

**SECOND  
AMENDED & RESTATED  
BYLAWS  
OF  
EVANS RANCH  
OWNERS ASSOCIATION, INC.**

Dated February 19<sup>th</sup>, 2016

**COURTESY RECORDING**

No assurances are given by the company either  
Express or implied for accuracy or content.

**SECOND  
AMENDED AND RESTATED BYLAWS  
OF  
EVANS RANCH OWNERS ASSOCIATION, INC.**

**ARTICLE 1.  
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Amended & Restated Declaration of Covenants, Conditions and Restrictions for Evans Ranch, recorded in the office of the Utah County Recorder on February 22, 2016, as Entry No. 14297:2016, and as may be further amended from time to time. The Declaration is that same Declaration referenced in the Certificate of Organization of Evans Ranch Owners Association, Inc. The development consists of detached single family home building pads and dwellings on separate parcels, separately numbered and individually described in one or more plat(s), and townhome units, which are or will be duly approved and recorded in the Office of the Utah County Recorder from time to time.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.  
OFFICES**

Evans Ranch Owners Association, Inc. (the "*Association*") is a Utah nonprofit corporation, with its principal office located at 1099 West South Jordan Parkway, South Jordan, Utah 84095.

**ARTICLE 3.  
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

As more fully set forth in the Articles and in the Declaration, the Association shall have two classes of membership, Class A and Class B.

Class A Members shall be all Owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held, subject to the authority of the Board to suspend the voting rights of an Owner for violations of the Declaration in accordance with the provisions thereof. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined as provided in Section 2.3 of the Declaration.

The Class B Member shall be the Declarant. The Class B Member shall be entitled to the total number of votes held from time to time by all of the Class A Members in the aggregate, plus one thousand (1,000) votes, it being Declarant's express intention that the Class B Member shall control the voting of the Association until the termination of the Class B membership. The Class B membership shall cease and the Declarant shall become a Class A Member upon the first to occur of the following: (i) the sale and conveyance by Declarant to purchasers of all of the Lots contained in the Project; (ii) the expiration of thirty (30) years after the date on which Declarant first conveys to a purchaser fee title to a Lot; or (iii) when, in its discretion, the Declarant so determines.

Additional provisions governing the voting of the Members of the Association are set forth in the Declaration.

### 3.02 Quorum.

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of one or more Owners entitled to vote in a duly called meeting shall constitute a quorum.

### 3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or such Owner's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

### 3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

## **ARTICLE 4. ADMINISTRATION**

### 4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Board in the month of September in each year, or at such other date designated by the Board, for the purpose of electing trustees and for the transaction of such other business as may come before the meeting. If the election of trustees shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

### 4.02 Special Meetings.

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by the president or by a majority of the trustees and shall be called by the president at the written request of Owners entitled to vote twenty percent (20%) or more of the total votes of all Owners, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or to the president.

#### 4.03 Place of Meetings.

The Board may designate the Association's principal offices or any place within Utah County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

#### 4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally, by mail, or by electronic means (i.e. e-mail, text messaging or another similar manner) to each Owner entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. If sent by electronic means, such notice shall be deemed to be delivered when sent. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

#### 4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken with or without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Unless the written consents of all Owners entitled to vote have been obtained, notice of any Owner approval without a meeting shall be given at least ten (10) days before the consummation of the transaction, action, or event authorized by the Owner action to: (i) those Owners entitled to vote who have not consented in writing; and (ii) those Owners not entitled to vote and to whom the Utah Revised Nonprofit Corporation Act (the "*Act*") requires that notice of the proposed action be given. The notice must contain or be accompanied by the same material that, under the Act and these Bylaws, would have been required to be sent in a notice of meeting at which the proposed action would have been submitted to the Owners for action. Notwithstanding the foregoing, trustees may not be elected by written consent except by unanimous written consent of all Owners entitled to vote for the election of trustees.

### **ARTICLE 5.** **BOARD OF TRUSTEES**

#### 5.01 Number and Election of Trustees.

The Board of Trustees (the "*Board*") shall consist of no less than three (3) and no more than five (5) trustees.

The initial Board shall be composed of three (3) natural persons, designated by Declarant, who need not be Members of the Association. Thereafter, during the Class B Membership, Declarant may appoint, remove and replace each trustee at its discretion. The initial trustees are Joseph Salisbury, Milton Shipp and Bryan Flamm.

Upon cessation of the Class B Membership, as provided above, the acting Board shall hold a special meeting wherein the Owners will elect new trustees. The new trustees shall be elected by the Owners entitled to vote at such special meetings for any number of three (3) year terms. The term of one of the such new trustees expires at the first annual meeting after such trustees' election, the term of a second new trustees expires at the second annual meeting after such trustees' election, and the term of a

third new trustees expires at the third annual meeting after such trustees' election. Upon the expiration of each staggered term, trustees shall be elected by the Owners entitled to vote at the annual meetings for any number of three (3) year terms to succeed those whose terms expire. Despite the expiration of a trustee's term, the trustee shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of trustees, or until such trustee's earlier death, resignation, or removal from office.

After the termination of the Class B membership, the Board may, upon the majority vote of the Board, be expanded to a total of five (5) natural persons, and the additional two persons need not be Members.

5.02 Removal of Trustees. Each trustee may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote. Upon cessation of the Class B Membership, the Board may vote to remove a trustee that has missed three (3) consecutive meetings of the Board, is delinquent in the payment of any dues, fees, assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the covenants within such Declaration, Bylaws, or the Articles of Incorporation.

5.03 Replacement of Trustees.

i. A vacancy on the Board created by the removal, resignation, or death of a trustee appointed or elected by the Owners shall be filled by the remaining trustees until the next annual meeting of Owners, at which time the Owners shall elect a trustee to fulfill the then-remaining term of the replaced trustee.

ii. Any trustee elected or appointed pursuant to this Section 5.03 shall hold office until the next election of trustees.

5.04 Resignations.

Any trustee may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.05 Regular Meetings.

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

5.06 Special Meetings.

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each trustee can hear each other trustee, at any time when called by the president, or by two or more trustees, upon the giving of at least three (3) days' prior notice of the time and place thereof to each trustee by leaving such notice with such trustee or at such trustee's residence or usual place of business, or by mailing it prepaid and addressed to such trustee at such trustee's address as it appears on the books of the Association, or by electronic mail or telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the trustees shall be required.

#### 5.07 Quorum.

A majority of the number of trustees fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the trustees in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

#### 5.08 Waiver of Notice.

Before, at, or after any meeting of the Board, any trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Board shall be a waiver of notice by such trustee except when such trustee attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

#### 5.09 Informal Action by Trustees.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if each and every member of the Board in writing either (a) votes for the action or (b) waives the right to demand that action not be taken without a meeting and (i) votes against the action or (ii) abstains from voting. Action is taken under this section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the trustees then in office were present and voted. An action taken pursuant to this section will not be effective unless the Association receives writings describing the action taken, satisfying the above requirements, signed by all of the trustees, and not revoked by any trustee.

#### 5.10 Qualifications of Trustees

No individual who is a Class A Member may serve as an officer or trustee of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the covenants within such Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or trustee of the Association to also be an Owner.

### **ARTICLE 6. OFFICERS AND AGENTS**

#### 6.01 General.

The officers of the Association shall be a president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees (including but not limited to Neighborhood Committees), and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

The Board may appoint one or more Neighborhood Committees, and such Neighborhood Committees (which may consist of one or more members, as determined by the Board) shall have such authority and duties as may be determined from time to time by the Board relating to the budgeting, operation, management and administration of applicable Neighborhood(s).

6.02 Removal of Officers.

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

6.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

6.04 President.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

6.05 Secretary.

The secretary shall:

- i. keep the minutes of the proceedings of the Owners meetings and of the Board meetings;
- ii. see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- iii. be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board;
- iv. maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each mortgagee; and
- v. in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board.

Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.06 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon

maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

**ARTICLE 7.**  
**EVIDENCE OF OWNERSHIP, REGISTRATION OF**  
**MAILING ADDRESS, AND LIEN HOLDERS**

7.01 Proof of Ownership.

Any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

7.03 Liens.

Any Owner who mortgages or grants a deed of trust covering such Owner's Lot shall give the Association written notice of the name and address of the holder of such mortgage or deed of trust and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.04 Address of the Association.

The address of the Association shall be 1099 West South Jordan Parkway, South Jordan, Utah 84095. Such address may be changed by the Board from time to time upon written notice to all Owners and all listed mortgagees.

**ARTICLE 8.**  
**SECURITY INTEREST IN MEMBERSHIP**

Owners shall have the right irrevocably to constitute and appoint a holder of a mortgage or deed of trust their true and lawful attorney-in-fact to vote their membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the mortgage or deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a deed of trust, of their duties and



obligations as Owners or to impose upon the holder of a mortgage or deed of trust the duties and obligations of an Owner.

## **ARTICLE 9. AMENDMENTS**

### 9.01 By Trustees.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the trustees shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action. Notwithstanding the foregoing, unanimous approval of the trustees shall be required to amend or repeal Sections 5.02 through 5.04 hereof.

### 9.02 Owners.

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

## **ARTICLE 10. INDEMNIFICATION**

10.01 Indemnification. No current or former director, officer, employee, fiduciary or agent shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said person performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a director, officer, employee, fiduciary or agent of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a director, officer, employee, fiduciary or agent of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such director, officer, employee, fiduciary or agent, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its directors, officers, employees, fiduciaries and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

10.02 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested director, officer, employee, fiduciary or agent, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding

such office. It is the intent hereof that all such persons be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of the heirs, executors and administrators of any such person.

10.03 Insurance. By action of the Board, notwithstanding any interest of the directors in such action, the Association may purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any individual indemnified hereunder against any liability asserted against such individual and incurred by such individual in such individual's capacity of or arising out of such individual's status as an agent of the Association, whether or not the Association would have the power to indemnify such individual against such liability under applicable provisions of law. The Association may also purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the Association against any liability, including without limitation, any liability for the indemnifications provided in this Article.

10.04 Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as the Board may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that any counsel representing the individual to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the individual to be indemnified and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the individual to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified individual's right of recovery, and that the individual to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

## **ARTICLE 11.** **MISCELLANEOUS**

### 11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Board.

### 11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference.

*[Remainder of page intentionally left blank]*

SECRETARY'S CERTIFICATE

I, the undersigned and duly elected Secretary of Evans Ranch Owners Association, Inc., a Utah nonprofit corporation (the "*Association*"), do hereby certify that the foregoing Second Amended and Restated Bylaws were adopted as the Bylaws of the Association effective as of February 19, 2016, and that the same do now constitute the Bylaws of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Secretary of the Association effective as of February 19, 2016.

\_\_\_\_\_  
Joe Salisbury, Secretary

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke extending to the right.

**EXHIBIT A**

**(Legal Description of the Property)**

The Property is located in Eagle Mountain City, Utah County, State of Utah, and is more particularly described as follows:

ALL OF EVANS RANCH PLAT "B-1", according to the official plat thereof, as recorded in the office of the Utah County Recorder.

**ALSO KNOWN AS:**

A PORTION OF THE WEST HALF OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ¼ CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N0°37'35"E ALONG THE SECTION LINE 22.45 FEET; THENCE S89°22'25"E 4.00 FEET; THENCE N72°29'19"E 17.08 FEET; THENCE ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT 28.75 FEET THROUGH A CENTRAL ANGLE OF 1r45'57" (CORD: N66°36'21"E 28.70 FEET); THENCE S25°29'24"E 139.44 FEET; THENCE ALONG THE ARC OF A 82.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S23°02'41"E) TO THE RIGHT 82.00 FEET THROUGH A CENTRAL ANGLE OF 14°22'52" (CHORD: N74°08'45"E 20.53 FEET); THENCE N8r20'11"E 28.88 FEET; THENCE S8°39'44"E 78.00 FEET; THENCE S8b20'11"W 12.45 FEET; THENCE S21°55'47"W 152.62 FEET; THENCE ALONG THE ARC OF A 70.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S39°43'51"W) TO THE LEFT 39.80 FEET THROUGH A CENTRAL ANGLE OF 32°34'40" (CHORD: N66°33'29"W 39.27 FEET); THENCE N82°50'49"W 61.03 FEET; THENCE N89°22'57"W 4.00 FEET TO THE SECTION LINE; THENCE N0°37'03"E ALONG THE SECTION LINE 274.29 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.86 ACRES

AND ALSO:

ALL OF EVANS RANCH PLAT "B-2", according to the official plat thereof, as recorded in the office of the Utah County Recorder.

**ALSO KNOWN AS:**

A PORTION OF THE WEST HALF OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST SECTION LINE OF SAID SECTION 28, SAID POINT BEING N0°37'35"E 22.45 FEET FROM THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N0°37'35"E 151.95 FEET; THENCE S89°22'25"E 115.99 FEET; THENCE N86°37'45"E 175.62 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 273.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 3.32 FEET (RADIUS BEARS: S59°05'18"W) THROUGH A CENTRAL ANGLE OF 0°41'43" (CHORD: N31°15'34"W 3.32 FEET); THENCE N58°23'35"E 53.00 FEET; THENCE N42°20'00"E 111.65 FEET; THENCE N7°19'15"E 49.90 FEET; THENCE S54°58'38"E 28.87 FEET; THENCE N42°20'00"E 112.91 FEET; THENCE S2°47'10"E 28.22 FEET; THENCE S66°32'29"E 104.82 FEET; N55°57'40"E 157.44 FEET; THENCE N42°28'39"W 22.39 FEET; THENCE ALONG THE ARC OF A 376.50 FOOT RADIUS CURVE TO THE RIGHT 26.51 FEET THROUGH A CENTRAL ANGLE OF 4°02'04" (CHORD: N40°27'38"W 26.50 FEET); THENCE N51°33'24"E 53.00 FEET; THENCE N50°26'47"E 179.66 FEET; THENCE N85°58'11"E 62.76 FEET; THENCE S39°45'16"E 144.91 FEET; THENCE S42°59'30"E 102.76 FEET; THENCE S30°04'35"E 179.13 FEET; THENCE S74°59'35"W 198.13 FEET; THENCE S49°41'54"W 188.16 FEET; THENCE S66°08'29"W 141.96 FEET; THENCE S78°55'02"W 268.32 FEET; THENCE S62°42'22"W 124.57 FEET; THENCE S2°12'14"E 56.96 FEET; THENCE S28°37'28"W 135.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 192.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 119.35 FEET (RADIUS BEARS: N33°40'20"E) THROUGH A CENTRAL ANGLE OF 35°31'22" (CHORD: N38°33'59"W 117.45 FEET); THENCE S69°11'42"W 53.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 21.74 FEET (RADIUS BEARS: S69°11'42"W) THROUGH A CENTRAL ANGLE OF 77°51'52" (CHORD: N59°44'14"W 20.11 FEET); THENCE N8°39'44"W 78.00 FEET; THENCE S81°20'11"W 28.88 FEET; THENCE ALONG THE ARC OF A 82.00 FOOT RADIUS CURVE TO THE LEFT 20.58 FEET THROUGH A CENTRAL ANGLE OF 14°22'52" (CHORD: S74°08'45"W 20.53 FEET); THENCE N25°29'24"W 139.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 140.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 28.75 FEET (RADIUS BEARS: N29°16'38"W) THROUGH A CENTRAL ANGLE OF 11°45'57" (CHORD: S66°36'21"W 28.70 FEET); THENCE S72°29'19"W 17.08 FEET; THENCE N89°22'25"W 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.19 ACRES

AND ALSO

ALL OF EVANS RANCH PLAT "A", according to the official plat thereof, as recorded in the office of the Utah County Recorder.

**ALSO KNOWN AS**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT LOCATED S0°37'35"W ALONG THE SECTION LINE 1322.10 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING- S0°37'03"W ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 28); THENCE S89°18'28"E 508.48 FEET; THENCE S56°03'30"E 73.96 FEET; THENCE S37°11'04"E 148.10 FEET; THENCE S48°23'12"E 204.16 FEET; THENCE S29°30'47"E 171.25 FEET; THENCE S8°51'48"E 114.34 FEET; THENCE S11°16'38"E 142.09 FEET; THENCE S85°58'11"W 62.76 FEET; THENCE S50°26'47"W 179.66 FEET; THENCE S51°33'24"W 53.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 376.50 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N51°33'24"E) TO THE LEFT 26.51 FEET THROUGH A CENTRAL ANGLE OF 4°02'04" (CHORD: S40°27'38"E 26.50 FEET); THENCE S42°28'39"E

22.39 FEET; THENCE S55°57'40"W 157.44 FEET; THENCE N66°32'29"W 104.82 FEET; THENCE N2°47'10"W 357.09 FEET; THENCE N31°27'51"W 180.41 FEET; THENCE S60°30'41"W 25.45 FEET; THENCE N78°57'56"W 100.85 FEET; THENCE N69°43'05"W 53.00 FEET; THENCE ALONG THE ARC OF A 815.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N69°43'05"W) 32.07 FEET THROUGH A CENTRAL ANGLE OF 2°15'11" (CHORD: N19°09'19"E 32.07 FEET); THENCE N81°14'25"W 91.75 FEET; THENCE N39°14'58"W 7.16 FEET; THENCE S59°23'09"W 99.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 59.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S58°39'16"W) 36.93 FEET THROUGH A CENTRAL ANGLE OF 35°52'00" (CHORD: N49°16'45"W 36.33 FEET); THENCE N67°12'45"W 26.77 FEET; THENCE N89°22'25"W 4.00 FEET; THENCE N0°37'35"E 368.21 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±11.03 ACRES

**EXHIBIT B****(Additional Land)****THE FOLLOWING PROPERTY IS "ADDITIONAL LAND", EXCEPT TO THE EXTENT THE PROPERTY IS OTHERWISE DESCRIBED IN EXHIBIT A HERETO:**

All of that real property described in Deed Entry No. 134267:1998 in the official records of the Utah County Recorder, located in the Southwest Quarter and the Northwest Quarter of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described by survey as follows:

Beginning at the Southwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N0037'03"E along the Section Line 2644.34 feet to the West 1/4 Corner of said Section 28; thence NOo37'35"E along the Section Line 1322.10 feet to the North Line of the Southwest Quarter of the Northwest Quarter of said Section 28; thence S89°18'28"E along said North Line 1320.63 feet to the West Line of Plat "1C" Silver Lake Subdivision; thence S0°35'05"W along said subdivision and the West Line of Plat "2A" Silver Lake Subdivision 947.38 feet to the Southwest Corner of said Plat "2A"; thence S54°04'40"E along the South Line of said Plat "2A" 0.66 feet to the East Line of the Southwest Quarter of the Northwest Quarter of said Section 28; thence SOo34'19"W along said East Line 370.82 feet; thence SOo34'02"W along the East Line of the West Half of the Southwest Quarter of said Section 28, 2648.71 feet to the South Line of said Section 28; thence N89°16'15"W along the Section Line 1324.54 feet to the point of beginning.

Contains: ±120.45 Acres

**AND ALSO EXCLUDING:**

ALL OF EVANS RANCH PLAT "B-3", according to the official plat thereof, as recorded in the office of the Utah County Recorder.

**EXHIBIT C**

**(Bylaws)**

*See attached.*