

Amended Restrictive Covenants Page 1 of 29
Gary Christensen Washington County Recorder
06/12/2024 02:09:43 PM Fee \$40.00 By DHI TITLE
- UTAH

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Krisel Travis

W-4206, , W-4207, W-LPLV-1-2001 through W-LPLV-1-2137, inclusive and W-LPLV-1-COMMON, W-LPLV-2-2105 through W-LPLV-2-2163, inclusive and W-LPLV-2-COMMON, W-SPLV-1-72 through W-SPLV-1-188, inclusive and W-SPLV-1-COMMON, W-SPLV-2-1 through W-SPLV-2-193, inclusive and W-SPLV-2-COMMON, W-SPLV-3-11 through W-SPLV-3-210, inclusive AND W-SPLV-3-COMMON, W-SRELV-1-4001 through W-SRELV-1-4058, inclusive and W-SRELV-1-COMMON, W-HHLV-1-2164 through W-HHLV-1-2238 inclusive and W-HHLV-1-COMMON, W-SRELV-2-4006 through W-SRELV-2-4028, inclusive and W-SRELV-2-COMMON, W-SPLV-3-28-PT-A through W-SPLV-3-62-PT-A, inclusive and W-SPLV-3-COMMON-PT-A, W-HHLV-2-2239 through W-HHLV-2-2270, inclusive, W-HHLV-2-A, W-HHLV-2-B, W-HHLV-2-C, and W-HHLV-2-COMMON, W-CHLV-1-211 through W-CHLV-1-220, inclusive, and W-CHLV-1-COMMON

**SIXTH SUPPLEMENTAL DECLARATION AND SIXTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LONG VALLEY**

THIS SIXTH SUPPLEMENTAL DECLARATION AND SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONG VALLEY (this “**Sixth Supplemental Declaration**”) is made as of May 31, 2024, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On December 21, 2021, Declarant caused to be recorded as Entry No. 20210080158 in the official records of the Office of the Recorder of Washington County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Long Valley Trails (the “**Original Declaration**”) pertaining to a master planned development known as Long Valley Trails located in Washington City, Washington County, Utah.

B. On September 23, 2022, Declarant caused to be recorded as Entry No. 20220044108 in the Official Records that certain First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails.

C. On February 2, 2023, Declarant caused to be recorded as Entry No. 20230002859 in the Official Records that certain Second Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails.

D. On July 17, 2023, Declarant caused to be recorded as Entry No. 20230021246 in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails.

E. On September 26, 2023, Declarant caused to be recorded as Entry No. 20230028909 in the Official Records that certain Fourth Supplemental Declaration and Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley.

F. On January 4, 2024, Declarant caused to be recorded as Entry No. 20240000523 in the Official Records that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley.

G. On February 13, 2024, Declarant caused to be recorded as Entry No. 20240004366 in the Official Records that certain Fifth Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley.

H. The Original Declaration as previously supplemented and amended, pertains to and affects that certain real property located in Washington County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated hereby this reference (the “**Property**”).

I. Article XIX of the Original Declaration provides that Declarant shall have the right and option, from time to time (and within the time limits prescribed in the Original Declaration), to subject some or all of the Additional Land described in the Original Declaration to the terms, conditions and restrictions created by the Original Declaration by the recordation of a Supplemental Declaration, which shall be effective upon recording the Supplemental Declaration in the Official Records.

J. Pursuant to Section 19.1 of the Original Declaration, Declarant desires to subject to the Original Declaration, as previously supplemented and amended, that portion of the Additional Land described on Exhibit B, which is attached hereto and incorporated herein by this reference (the “**Subject Property**”).

K. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right unilaterally to amend the Original Declaration during the Period of Declarant Control. Pursuant to Section 17.2.2 of the Original Declaration, Declarant desires to amend certain sections of the Original Declaration, as previously supplemented and amended.

SIXTH SUPPLEMENTAL DECLARATION

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. Defined Terms. All defined terms as used in this Sixth Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless such terms are otherwise defined in this Sixth Supplemental Declaration.

2. Subject Property Subjected to the Original Declaration, as Supplemented and Amended. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Sixth Supplemental Declaration, and the Subject Property shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as previously supplemented and amended, and as supplemented

and amended by this Sixth Supplemental Declaration, which provisions are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof. The provisions of the Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Sixth Supplemental Declaration, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.62 of the Original Declaration, as previously supplemented and amended. The Neighborhood Designations for the Subject Property shall be as follows:

Corral Hollow at Long Valley Phase 1

<u>Lot Number</u>	<u>Neighborhood Designation</u>
Lots 211 through 220, inclusive	Single Family Lots

3. Amendment of Section 1.88 of the Original Declaration. Section 1.88 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.88 Visible From Neighboring Property shall mean, with respect to any object located on a Lot, that such object is or would be fully visible or unobscured from any street adjacent to the Lot on which the specific object is located.

4. Amendment of Section 4.2.19 of the Original Declaration. Section 4.2.19 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.19 Fences and Walls. Except as authorized and permitted in this Declaration or as otherwise specifically authorized and approved by Declarant (or by the Board following the expiration of the Period of Declarant Control), no fences or walls shall be constructed or otherwise allowed within the Project, provided however that with the prior approval of the Board, the Owner of a Lot may construct a fence to enclose a portion of the Limited Common Area appurtenant to such Owner's Lot. All fences and gates constructed on a Lot to enclose the Limited Common Area appurtenant to such Lot must be a vinyl privacy fence or gate six (6) feet in height that matches the design, fencing style and color of the vinyl privacy screening walls installed by Declarant or by the Association along the boundaries of such Limited Common Areas appurtenant to such Lot.

5. Amendment of Section 4.2.23.4. Section 4.2.23.4 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.23.4 The following restriction and prohibition shall pertain to all Dwelling Units within the Project. No garage may be

altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. This restriction and prohibition is intended to prevent an Owner from utilizing the Owner's garage for storage to the degree that precludes the parking within the Owner's garage of the number of motor vehicles that could have been reasonably parked in such garage as originally designed and constructed. The Association shall have the right to establish and assess fines against Owners of Dwelling Units found to be in violation of this provision.

6. Amendment of Section 4.2.22 of the Original Declaration. Section 4.2.22 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.22 Restricted Vehicles. No motor vehicle classed by manufacturer rating as exceeding one-ton, nor any motorhome, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, all-terrain vehicle, off road vehicle or other equipment, object or vehicle of any nature that is deemed by the Board, in its sole discretion, to be too large or otherwise visually inconsistent with the general plan and purpose of the Declaration to enhance the value, desirability and attractiveness of the Project (collectively referred to here as a "**Restricted Vehicle**") may be parked, constructed, reconstructed or repaired on the driveway of any Lot or Unit or on any street or Community Area in the Project; provided, however, the provisions of this Section 4.2.22 shall not apply to (i) regular-sized passenger vehicles, mini vans, sports utility vehicles, golf carts and pickup trucks that do not fall within the definition of Restricted Vehicles, which are parked as provided in Section 4.2.23 below and which are used on a regular and recurring basis for basic transportation; (ii) Restricted Vehicles that are parked on a Lot or Unit within an enclosed garage or that are parked on a concrete pad or on an all-weather surface area (such as compacted gravel, but not grass or dirt) approved by the Board located upon a Lot or Unit behind an enclosed privacy fence not less than six (6) feet in height; or (iii) Restricted Vehicles parked in a Restricted Vehicle storage area approved by the Board. In order for an all-weather surface area to be approved by the Board as an acceptable surface for the parking of any wheeled vehicle, trailer, bicycle, scooter, wagon, wheelbarrow or other similar object with wheels, such all-weather surface area shall not result in gravel, dirt or any other substance or material being **left, deposited or tracked** by a wheeled vehicle or object onto any streets, sidewalks, driveways, garages, curbs, gutters or any other areas or surfaces of any nature within the Project, when a **wheeled vehicle or object is parked or placed on any such all-weather surface area and is then**

driven, pushed, pulled or otherwise removed from its stationary location on such all-weather surface area.

7. Amendment of Section 4.2.30 Model Units. Section 4.2.30 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.30 Sales Offices and Model Units. The provisions of this Declaration which, in certain instances, prohibit non-Residential use of Lots, Units and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model Dwelling Units by persons engaged in the construction of Dwelling Units within Long Valley and parking incidental to the visiting of such model Dwelling Units so long as the location of such model Dwelling Units and the opening and closing hours are approved by the Board and so long as the construction, operation and maintenance of such model Dwelling Units otherwise comply with all of the provisions of this Declaration. The Board may also permit areas within Long Valley to be used for parking in connection with the showing of model Dwelling Units so long as such parking and parking areas are in compliance with the ordinances of the governing Municipal Authority and with the Governing Documents. Any Dwelling Units constructed as model Dwelling Units shall cease to be used as model Dwelling Units at any time the Owner thereof is not actively engaged in the construction and sale of Dwelling Units within Long Valley, and no Dwelling Unit shall be used as a model Dwelling Unit for the sale of Dwelling Units not located at Long Valley. Notwithstanding the foregoing provisions of this Section 4.2.30 or any other provisions within this Declaration, Declarant, in Declarant's sole discretion, shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots or Dwelling Units and parking incidental to the showing of model Lots or Dwelling Units at any time. Such office and/or models may be one or more of the Lots or Dwelling Units owned by Declarant, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort within Long Valley or within any other residential development for so long as Declarant may elect to do so and for so long as Declarant owns the Lots or Dwelling Units within Long Valley utilized for model Lots or Dwelling Units and the associated parking of vehicles.

8. New Section 4.2.38 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 4.2.38, which shall read as follows:

4.2.38 Smoking. Unless otherwise required by law to allow smoking in certain areas, smoking any substance shall not be permitted within any of the Units nor within any garages appurtenant to any Units, nor in the Common Areas within the

Project, nor in any other location within the Project designated and identified by the Board as a location in which smoking is prohibited. This prohibition on smoking within the Project shall pertain, without limitation, to the use of any type of cigarettes, cigars, pipes, e-cigarettes, vapor devices and any other similar item or apparatus. Any Owners or Permanent Residents who violate this smoking prohibition shall be subject to fines that may be assessed by the Board.

9. Amendment of Section 4.4.4 of the Original Declaration. Section 4.4.4 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.4.4 Windows, Window Coverings, Draperies and Blinds. No aluminum foil, newspapers, blankets, sheets, reflective film coatings, or any other similar materials may be used to cover the inside or outside of the windows of any dwelling or garage. All windows and window panes in the Project shall be harmonious and comparable in size, design and quality, so as not to detract from uniformity in appearance and construction. Window coverings shall be installed within thirty (30) days of occupancy. For windows located on each side of a dwelling, which side is adjacent to a street, the color of all draperies, window coverings, blinds and window treatments for all such windows shall, at all times, be off-white or alabaster when viewed from the exterior of the dwelling, as specified by Declarant (or by the Board following the expiration of the Period of Declarant Control), and the color, when viewed from the exterior of the dwelling, of such draperies, window coverings, blinds and window treatments shall not be altered, nor shall such draperies, window coverings, blinds or window treatments be removed, without the written authorization of Declarant (or the Board after the expiration of the period of Declarant control). The restriction pertaining to the color of draperies, window coverings, blinds and window treatments only pertains to the color when viewed from the outside or exterior of the dwelling and does not pertain to nor impose any restrictions with respect to the color of such draperies, window coverings, blinds and window treatments when viewed from the inside or interior of such dwellings. The foregoing requirements pertaining to windows, window coverings, blinds and draperies shall apply to all Lots of any type within the Project.

10. Amendment of Section 4.4.5 of the Original Declaration. Section 4.4.5 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.4.5 Trash Containers and Collection. No garbage, recycling materials or trash shall be placed or kept on any Lot or Unit, except in covered containers of a type, size and style as issued by the

municipality in which the Project is located or by the Association or as otherwise approved by the Board. Such containers shall be located inside a garage or shed or behind a semi-private or privacy fence, as approved by the Board, to minimize the visibility of such containers, except when such containers are placed so as to be available for collection within a 24-hour period. Notwithstanding any other provision or restriction to the contrary set forth in this Declaration, the Board, from time to time and in the Board's sole discretion and to the extent that the Board deems such permission to be visually consistent with the general plan and purpose of the Declaration to enhance the value, desirability and attractiveness of the Project, may grant permission with respect to certain Lots within the Project where the garage is located on the rearward side of the Unit, that a maximum of two such containers may be kept or stored, as directed by the Board, immediately adjacent to the garage for such Unit within the Limited Common Area that has been allocated for the exclusive use of such Unit, even if such containers are not placed behind a semi-private or privacy fence. Any such specific permission granted by the Board may subsequently be revoked by the Board in its sole discretion at any time. All rubbish, recycling materials, trash and garbage shall be removed from the Lots and Units and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot or Unit.

11. New Section 5.7 Added to the Original Declaration. The Original Declaration is hereby amended by adding a new Section 5.7 which shall read as follows:

5.7 Financial Crimes Enforcement Network ("FinCEN") Reporting. As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at <https://fincenid.fincen.gov/landing>. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("**BOI Report**"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its **BOI Report** within the deadlines established by FinCEN, then such individual shall not be eligible to serve on the Board and **will be removed if currently serving on the Board.**

12. Amendment and Restatement of the Bylaws of the Association. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors of the Association took action to amend and restate in their entirety the Bylaws of the Association. Attached to this Sixth Supplemental Declaration as Exhibit C is a copy of the Third Amended and Restated Bylaws of Long Valley Owners Association. Section 1.14 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

1.14 Bylaws shall mean and refer to the Third Amended and Restated Bylaws of Long Valley Owners Association, a copy of which is attached as Exhibit C to the Sixth Supplemental Declaration and Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley.

13. Declaration Redefined. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Sixth Supplemental Declaration, shall collectively be referred to as the “**Declaration.**” Except as previously supplemented and amended, and as supplemented and amended by this Sixth Supplemental Declaration, the Original Declaration shall remain unmodified and in full force and effect.

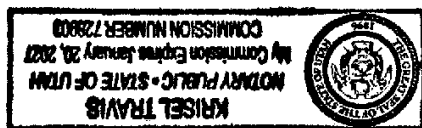
IN WITNESS WHEREOF, Declarant has caused this Sixth Supplemental Declaration to be executed by an officer duly authorized to execute the same as of the date first above written.

D.R. HORTON, INC.,
a Delaware corporation

By: *[Signature]*
Name: Adam R. Loser
Title: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged to me this 10 day of June, 2024, by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



[Signature]
NOTARY PUBLIC



**EXHIBIT A
TO
SIXTH SUPPLEMENTAL DECLARATION AND SIXTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY**

Legal Description of the Property

The Property consists of that certain real property located in Washington County, Utah, more particularly described as follows:

LABYRINTH POINT AT LONG VALLEY PHASE 1

A PARCEL OF LAND LOCATED IN SECTIONS 20, 29 AND 30, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTIONAL LOTS 13 & 14 OF SAID SECTION 20 AND A PORTION OF SECTION LOTS 5 & 7 OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE SOUTH RIGHT OF WAY LINE OF THE SOUTHERN PARKWAY, SAID POINT BEING LOCATED S88°51'08"E 273.51 FEET ALONG THE SECTION LINE AND N01°08'52"E 74.52 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID SOUTH RIGHT OF WAY LINE N66°07'16"E 547.60 FEET; THENCE S45°12'05"E 429.86 FEET; THENCE N84°22'06"E 88.00 FEET; THENCE S5°37'54"E 60.94 FEET; THENCE N84°22'06"E 34.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N84°22'06"E; THENCE ALONG THE ARC OF SAID CURVE 32.80 FEET THROUGH A CENTRAL ANGLE OF 93°57'15"; THENCE N80°24'52"E 279.67 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.04 FEET THROUGH A CENTRAL ANGLE OF 86°02'45"; THENCE N5°37'54"W 33.43 FEET; THENCE N84°22'06"E 136.00 FEET; THENCE N5°37'54"W 349.01 FEET TO A POINT LOCATED ON THE SOUTH RIGHT OF WAY LINE OF SAID SOUTHERN PARKWAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) N79°45'31"E 103.05 FEET; (2) THENCE N85°55'41"E 719.54 FEET; THENCE S21°57'49"W 127.97 FEET; THENCE S88°40'50"W 240.47 FEET; THENCE S44°31'11"W 174.72 FEET; THENCE S18°13'45"W 90.48 FEET; THENCE S32°04'16"W 73.03 FEET TO THE POINT OF A 257.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 186.85 FEET THROUGH A CENTRAL ANGLE OF 41°39'24"; THENCE S09°35'08"E 135.98 FEET; N80°24'52"E 70.00 FEET; THENCE S09°35'08"E 55.00 FEET; THENCE S80°24'52"W 118.79 FEET; THENCE S09°35'08"E 10.00 FEET TO A POINT OF A 150.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S09°35'08"E; THENCE ALONG THE ARC OF SAID CURVE 225.27 FEET THROUGH A CENTRAL ANGLE OF 86°02'45"; THENCE S05°37'54"E 36.64 FEET; THENCE S84°22'06"W 80.00 FEET; THENCE S05°37'54"E 470.17 FEET; THENCE S44°36'32"W 119.57 FEET; THENCE S44°43'02"W 405.07 FEET; THENCE S44°39'51"W 395.42 FEET; THENCE S44°31'56"W 73.47 FEET; THENCE N45°28'04"W 125.77 FEET; THENCE N24°39'39"W 100.00 FEET TO A POINT OF A 2010.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S24°39'39"E; THENCE ALONG THE ARC OF SAID CURVE 39.62 FEET THROUGH A CENTRAL ANGLE OF 01°07'46"; TO THE POINT OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 10.10 FEET THROUGH A CENTRAL ANGLE OF 28°55'25"; TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 69.63 FEET THROUGH A CENTRAL ANGLE OF 79°47'36"; THENCE S74°24'05"E 20.00 FEET; THENCE N81°53'39"E 83.24 FEET; THENCE N11°46'19"W 75.01 FEET; THENCE N32°21'04"W 50.00 FEET; THENCE N22°57'38"W 50.00 FEET TO A POINT OF A 2165.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S18°51'18"E; THENCE ALONG THE ARC OF SAID CURVE 219.24 FEET THROUGH A CENTRAL ANGLE OF 05°48'25"; THENCE N13°02'53"W 94.87 FEET TO A POINT OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N34°03'58"W; THENCE ALONG THE ARC OF SAID CURVE 84.85 FEET THROUGH A CENTRAL ANGLE OF 97°14'05"; TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 9.83 FEET THROUGH A CENTRAL ANGLE OF 28°09'37"; THENCE N13°08'26"W 600.01 FEET; THENCE S76°51'34"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S76°51'34"W; THENCE ALONG THE ARC OF SAID CURVE 31.74 FEET THROUGH A CENTRAL ANGLE OF 90°55'33"; THENCE N14°03'58"W 80.00 FEET TO A POINT OF A 3040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S14°03'58"E; THENCE ALONG THE ARC OF SAID CURVE 433.03 FEET THROUGH A CENTRAL ANGLE OF 08°09'41"; TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; THENCE N22°55'14"W 85.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'27"; THENCE N22°14'47"W 29.00 FEET TO A POINT OF A 3194.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S22°14'47"E; THENCE ALONG THE ARC OF SAID CURVE 71.44 FEET THROUGH A CENTRAL ANGLE OF 01°16'54"; THENCE N23°31'41"W 543.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,519,541 SQ FT OR 34.88 ACRES MORE LESS

AND ALSO

LABYRINTH POINT AT LONG VALLEY PHASE 2

A PARCEL OF LAND LOCATED IN SECTIONS 20, AND 29, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTIONAL LOTS 13 & 14 OF SAID SECTION 20 AND A PORTION OF SECTION LOTS 5 OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE NORTHERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; SAID POINT BEING LOCATED S88°51'08"E 1080.73 FEET ALONG THE SECTION LINE AND N01°08'52"E 9.46 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) N84°22'06"E 88.00 FEET; (2) THENCE S5°37'54"E 60.94 FEET; (3) THENCE N84°22'06"E 34.00 FEET; (4) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N84°22'06"E; THENCE ALONG THE ARC OF SAID CURVE 32.80 FEET THROUGH A CENTRAL ANGLE OF 93°57'15"; (5) THENCE N80°24'52"E 279.67 FEET (6) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.04 FEET THROUGH A CENTRAL ANGLE OF 86°02'45"; (7) THENCE N5°37'54"W 33.43 FEET; (8) THENCE N84°22'06"E 136.00 FEET; (9) THENCE N5°37'54"W 349.01 FEET TO A POINT LOCATED ON THE SOUTH RIGHT OF WAY LINE OF SAID SOUTHERN PARKWAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S79°45'31"W 22.36 FEET; (2) THENCE S83°50'28"W 828.58 FEET; THENCE S45°12'05"E 429.86 FEET TO THE POINT OF BEGINNING.

CONTAINS 265,689 SQ FT OR 6.10 ACRES MORE LESS

AND ALSO

STARR SPRINGS AT LONG VALLEY PHASE 1

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTION LOT 5 OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°51'08"E 1135.20 FEET ALONG THE SECTION LINE AND S01°08'52"W 466.66 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE S13°08'26"E 600.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 9.83 FEET THROUGH A CENTRAL ANGLE OF 28°09'37"; TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 84.85 FEET THROUGH A CENTRAL ANGLE OF 97°14'05"; THENCE S13°02'53"E 94.87 FEET TO A POINT OF A 2165.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S13°02'53"E; THENCE ALONG THE ARC OF SAID CURVE 219.42 FEET THROUGH A CENTRAL ANGLE OF 05°48'25"; THENCE S22°57'38"E 50.00 FEET; THENCE S32°21'04"E 50.00 FEET; THENCE S11°46'19"E 75.01 FEET; THENCE S81°53'39"W 83.24 FEET; THENCE N74°24'05"W 20.00 FEET TO A POINT OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N74°24'05"W; THENCE ALONG THE ARC OF SAID CURVE 69.63 FEET THROUGH A CENTRAL ANGLE OF 79°47'36"; TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 10.10 FEET THROUGH A CENTRAL ANGLE OF 28°55'25"; TO THE POINT OF A 2010.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 39.82 FEET THROUGH A CENTRAL ANGLE OF 01°07'46"; THENCE N24°39'39"W 55.00 FEET TO A POINT OF A 2065.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S24°39'39"E; THENCE ALONG THE ARC OF SAID CURVE 41.48 FEET THROUGH A CENTRAL ANGLE OF 01°09'04"; TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.22 FEET THROUGH A CENTRAL ANGLE OF 89°26'19"; THENCE N22°57'38"W 160.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.37 FEET THROUGH A CENTRAL ANGLE OF 89°52'10"; THENCE N22°49'47"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N23°27'01"W; THENCE ALONG THE ARC OF SAID CURVE 31.24 FEET THROUGH A CENTRAL ANGLE OF 89°30'37"; THENCE N22°57'38"W 160.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.37 FEET THROUGH A CENTRAL ANGLE OF 89°52'56"; THENCE N22°50'34"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N23°24'07"W; THENCE ALONG THE ARC OF SAID CURVE 31.26 FEET THROUGH A CENTRAL ANGLE OF 89°33'30"; THENCE N22°57'38"W 160.00 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.56 FEET THROUGH A CENTRAL ANGLE OF 90°24'57"; TO THE POINT OF A 2775.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 9.94 FEET THROUGH A CENTRAL ANGLE OF 0°12'19"; THENCE N23°34'54"W 150.00 FEET; THENCE N26°15'04"W 35.04 FEET; THENCE N23°36'48"W 80.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N23°36'48"W; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; THENCE N22°55'14"W 80.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'31"; THENCE N23°35'44"W 34.00 FEET; THENCE N66°26'18"E 3.77 FEET TO THE POINT OF A 3194.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 71.44 FEET THROUGH A CENTRAL ANGLE OF 01°16'54"; THENCE S22°14'47"E 29.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S22°14'47"E; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'27"; THENCE S22°55'14"E 85.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; TO THE POINT OF A 3040.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 433.03 FEET THROUGH A CENTRAL ANGLE OF 08°09'41"; THENCE S14°03'58"E 80.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S14°03'58"E; THENCE ALONG THE ARC OF SAID CURVE 31.74 FEET THROUGH A CENTRAL ANGLE OF 90°55'33"; THENCE N76°51'34"E 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 451,729 SQ FT OR 10.37 ACRES MORE LESS

AND ALSO

STARR SPRINGS AT LONG VALLEY PHASE 2

A PARCEL OF LAND LOCATED IN SECTIONS 20, 29 & 30, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTION LOT 14 OF SAID SECTION 20, A PORTION OF SECTION LOT 5 OF SAID SECTION 29 & A PORTION OF SECTION LOT 13 OF SAID SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°51'08"E 307.75 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND SAID POINT ALSO BEING LOCATED ON THE WESTERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; RUNNING THENCE ALONG SAID WESTERLY BOUNDARY S23°31'41"E 461.97 FEET TO A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE "STARR SPRINGS AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWENTY TWO (22) COURSES: (1) S66°26'18"W 3.77 FEET; (2) THENCE S23°35'44"E 34.00 FEET; (3) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S23°35'44"E; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'31"; (4) THENCE S22°55'14"E 80.01 FEET (5) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; (6) THENCE S23°36'48"E 80.00 FEET; (7) THENCE S26°15'04"E 35.04 FEET; (8) THENCE S23°34'54"E 150.00 FEET (9) TO A POINT OF A 2775.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S23°34'54"E; THENCE ALONG THE ARC OF SAID CURVE 9.94 FEET THROUGH A CENTRAL ANGLE OF 0°12'19"; (10) TO THE POINT OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.56 FEET THROUGH A CENTRAL ANGLE OF 90°24'57"; (11) THENCE S22°57'38"E 160.00 FEET (12) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.28 FEET THROUGH A CENTRAL ANGLE OF 89°33'30"; (13) THENCE S22°50'34"E 55.00 FEET (14) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S22°50'34"E; THENCE ALONG THE ARC OF SAID CURVE 31.37 FEET THROUGH A CENTRAL ANGLE OF 89°52'56"; (15) THENCE S22°57'38"E 160.01 FEET (16) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.24 FEET THROUGH A CENTRAL ANGLE OF 89°30'37"; (17) THENCE S22°49'47"E 55.00 FEET (18) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S22°49'47"E; THENCE ALONG THE ARC OF SAID CURVE 31.37 FEET THROUGH A CENTRAL ANGLE OF 89°52'10"; (19) THENCE S22°57'38"E 160.01 FEET (20) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.22 FEET THROUGH A CENTRAL ANGLE OF 89°26'19"; (21) TO THE POINT OF A 2065.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 41.48 FEET THROUGH A CENTRAL ANGLE OF 1°09'04"; (22) THENCE S24°39'39"E 55.00 FEET TO A POINT LOCATED ON THE WESTERLY BOUNDARY OF SAID "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) S24°39'39"E 100.00 FEET; (2) THENCE S45°28'04"E 125.77 FEET; THENCE S44°31'56"W 268.08 FEET; THENCE N45°28'04"W 205.73 FEET; THENCE N32°36'37"W 665.02 FEET; THENCE N32°56'39"W 100.00 FEET TO A POINT OF A 2675.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S32°56'39"E; THENCE ALONG THE ARC OF SAID CURVE 3.08 FEET THROUGH A CENTRAL ANGLE OF 0°03'58"; THENCE N32°36'37"W 100.00 FEET TO A POINT OF A 2775.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S32°52'06"E; THENCE ALONG THE ARC OF SAID CURVE 33.75 FEET THROUGH A CENTRAL ANGLE OF 0°41'49"; THENCE N33°33'55"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N33°33'55"W; THENCE ALONG THE ARC OF SAID CURVE 31.08 FEET THROUGH A CENTRAL ANGLE OF 89°02'42"; THENCE N32°36'37"W 90.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.74 FEET THROUGH A CENTRAL ANGLE OF 90°55'33"; THENCE N33°32'10"W 80.00 FEET TO A POINT OF A 3040.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°32'10"E; THENCE ALONG THE ARC OF SAID CURVE 12.36 FEET THROUGH A CENTRAL ANGLE OF 0°13'59"; TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; THENCE N32°36'37"W 80.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'31"; THENCE N33°17'08"W 34.00 FEET TO A POINT OF A 3194.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°17'08"E; THENCE ALONG THE ARC OF SAID CURVE 3.78 FEET THROUGH A CENTRAL ANGLE OF 0°04'04"; THENCE N33°13'03"W 508.02 FEET TO A POINT LOCATED ON THE SOUTHERN RIGHT OF WAY LINE OF THE SOUTHERN PARKWAY; THENCE ALONG SAID SOUTHERN RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) N53°09'48"E 378.84 FEET; (2) THENCE N66°07'16"E 254.43 FEET TO A POINT LOCATED ON THE WESTERLY BOUNDARY OF SAID "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY S23°31'41"E 82.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 912,924 SQ FT OR 20.96 ACRES MORE LESS

AND ALSO

STARR SPRINGS AT LONG VALLEY PHASE 3

A PARCEL OF LAND LOCATED IN SECTIONS 29 & 30, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTION LOT 5 OF SAID SECTION 29 & A PORTION OF SECTION LOT 13 & 18 OF SAID SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°59'03"W 261.52 FEET ALONG THE SECTION LINE AND N89°00'57"W 256.39 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND SAID POINT ALSO BEING LOCATED ON THE WESTERLY BOUNDARY OF THE "STARR SPRINGS AT LONG VALLEY PHASE 2" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; RUNNING THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING EIGHTEEN (18) COURSES: (1) S33°13'03"E 508.02 FEET (2) TO A POINT OF A 3194.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S33°13'03"E; THENCE ALONG THE ARC OF SAID CURVE 3.78 FEET THROUGH A CENTRAL ANGLE OF 0°04'04"; (3) THENCE S33°17'08"E 34.00 FEET (4) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°17'08"E; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'31"; (5) THENCE S32°36'37"E 80.01 FEET; (6) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; (7) TO THE POINT OF A 3040.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 12.36 FEET THROUGH A CENTRAL ANGLE OF 0°13'59"; (8) THENCE S33°32'10"E 80.00 FEET (9) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°32'10"E; THENCE ALONG THE ARC OF SAID CURVE 31.74 FEET THROUGH A CENTRAL ANGLE OF 90°55'33"; (10) THENCE S32°36'37"E 90.01 FEET (11) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.08 FEET THROUGH A CENTRAL ANGLE OF 89°02'42"; (12) THENCE S33°33'55"E 55.00 FEET (13) TO A POINT OF A 2775.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°33'55"E; THENCE ALONG THE ARC OF SAID CURVE 33.75 FEET THROUGH A CENTRAL ANGLE OF 0°41'49"; (14) THENCE S32°36'37"E 100.00 FEET (15) TO A POINT OF A 2675.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S32°52'41"E; THENCE ALONG THE ARC OF SAID CURVE 3.08 FEET THROUGH A CENTRAL ANGLE OF 0°03'58"; (16) THENCE S32°56'39"E 100.00 FEET; (17) THENCE S32°36'37"E 665.02 FEET; (18) THENCE S45°28'04"E 205.73 FEET; THENCE S44°31'56"W 108.77 FEET; THENCE S43°25'39"W 395.08 FEET; THENCE S45°15'43"W 401.82 FEET; THENCE S45°19'41"W 117.74 FEET TO A POINT OF A 472.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N66°05'33"E; THENCE ALONG THE ARC OF SAID CURVE 74.37 FEET THROUGH A CENTRAL ANGLE OF 9°01'04"; THENCE N14°53'23"W 220.26 FEET TO THE POINT OF A 527.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 77.03 FEET THROUGH A CENTRAL ANGLE OF 8°22'02" TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 29.68 FEET THROUGH A CENTRAL ANGLE OF 85°01'22"; THENCE N28°14'02"W 55.00 FEET; THENCE N61°45'58"E 4.67 FEET TO THE POINT OF A 122.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 44.30 FEET THROUGH A CENTRAL ANGLE OF 20°43'04"; THENCE N41°02'54"E 394.81 FEET; TO THE POINT OF A 177.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 2.46 FEET THROUGH A CENTRAL ANGLE OF 0°47'41" TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 28.98 FEET THROUGH A CENTRAL ANGLE OF 83°00'35"; THENCE N41°10'00"W 161.47 FEET; TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N41°10'00"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N41°10'00"W; THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N41°10'00"W 599.93 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 90°16'12"; THENCE N41°26'12"W 80.00 FEET TO A POINT OF A 6040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S41°26'12"E; THENCE ALONG THE ARC OF SAID CURVE 298.63 FEET THROUGH A CENTRAL ANGLE OF 2°49'58"; THENCE N45°36'23"W 117.51 FEET; THENCE N52°34'28"W 34.00 FEET TO A POINT OF A 267.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S52°34'28"E; THENCE ALONG THE ARC OF SAID CURVE 8.39 FEET THROUGH A CENTRAL ANGLE OF 1°47'58"; THENCE N50°46'30"W 104.63 FEET; THENCE N9°57'59"W 47.34 FEET; THENCE N22°42'39"W 117.41 FEET; THENCE N41°21'21"E 476.30 FEET; THENCE N36°26'25"W 196.75 FEET TO A POINT LOCATED ON THE SOUTHERN RIGHT OF WAY LINE OF THE SOUTHERN PARKWAY; THENCE ALONG SAID SOUTHERN RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) N53°11'39"E 298.86 FEET; (2) THENCE N53°09'38"E 94.07 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,261,462 SQ FT OR 28.96 ACRES MORE LESS

AND ALSO

STANDING ROCK EAST AT LONG VALLEY PHASE 1

A PARCEL OF LAND LOCATED IN SECTIONS 20 & 29, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTION LOT 13 OF SAID SECTION 20 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°51'08"E 2501.08 FEET ALONG THE SECTION LINE AND N1°08'52"E 84.17 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE TO A POINT OF A 133.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N87°40'51"W; THENCE ALONG THE ARC OF SAID CURVE 47.59 FEET THROUGH A CENTRAL ANGLE OF 20°30'05"; THENCE S22°49'14"W 26.41 FEET; THENCE S67°10'46"E 34.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S67°10'46"E; THENCE ALONG THE ARC OF SAID CURVE 30.45 FEET THROUGH A CENTRAL ANGLE OF 87°14'12"; TO THE POINT OF A 747.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 3.85 FEET THROUGH A CENTRAL ANGLE OF 0°17'42"; THENCE S25°52'44"W 34.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S25°52'44"W; THENCE ALONG THE ARC OF SAID CURVE 32.48 FEET THROUGH A CENTRAL ANGLE OF 93°03'30"; THENCE S22°49'14"W 146.26 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.06 FEET THROUGH A CENTRAL ANGLE OF 86°07'30"; TO THE POINT OF A 527.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 6.17 FEET THROUGH A CENTRAL ANGLE OF 0°40'13"; THENCE S27°21'57"W 60.11 FEET; THENCE S44°31'46"W 226.61 FEET; THENCE S44°39'47"W 390.71 FEET; THENCE S44°07'11"W 215.58 FEET; THENCE N5°37'54"W 402.45 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) THENCE N5°37'54"W 36.64 FEET (2) TO THE POINT OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 225.27 FEET THROUGH A CENTRAL ANGLE OF 86°02'45"; (3) THENCE N9°35'08"W 10.00 FEET; (4) THENCE N80°24'52"E 118.79 FEET; (5) THENCE N9°35'08"W 55.00 FEET; (6) THENCE S80°24'52"W 70.00 FEET; (7) THENCE N9°35'08"W 135.98 FEET (8) TO THE POINT OF A 257.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 186.85 FEET THROUGH A CENTRAL ANGLE OF 41°39'24"; (9) THENCE N32°04'16"E 8.60 FEET; THENCE S57°55'44"E 90.00 FEET; THENCE N32°04'16"E 43.16 FEET; THENCE S57°55'44"E 34.00 FEET; THENCE N32°04'16"E 29.82 FEET TO THE POINT OF A 167.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.53 FEET THROUGH A CENTRAL ANGLE OF 10°28'22"; THENCE N87°19'43"E 61.26 FEET; THENCE S89°10'05"E 52.30 FEET; THENCE S85°35'53"E 52.30 FEET; THENCE S82°01'41"E 52.30 FEET; THENCE S78°27'29"E 52.30 FEET; THENCE S74°53'17"E 52.30 FEET; THENCE S71°27'32"E 61.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 395,022 SQ FT OR 9.07 ACRES MORE LESS

AND ALSO

HOODOO HOLLOW AT LONG VALLEY PHASE 1

BEGINNING AT A POINT THAT LIES SOUTH 00°59'03" WEST 1,497.29 FEET AND EAST 51.20 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF STARR SPRINGS PHASE 3, OFFICIAL RECORDS WASHINGTON COUNTY, THENCE RUNNING ALONG SAID EASTERLY LINE THE FOLLOWING (14) COURSES: 1) SOUTH 41°10'00" EAST 207.50 FEET, 2) SOUTHERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 03°50'00" WEST 20.20 FEET, CENTER POINT LIES SOUTH 40°50'00" WEST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, 3) SOUTH 41°10'00" EAST 55.00 FEET, 4) EASTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 06°10'00" EAST 20.20 FEET, CENTER POINT LIES SOUTH 41°10'00" EAST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, 5) SOUTH 41°10'00" EAST 161.47 FEET, 6) SOUTHERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 00°20'17" WEST 26.51 FEET, CENTER POINT LIES SOUTH 40°50'00" WEST) THROUGH A CENTRAL ANGLE OF 03°00'35", A DISTANCE OF 20.90 FEET, 7) SOUTHWESTERLY ALONG A 177.50 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 41°26'44" WEST 2.46 FEET, CENTER POINT LIES SOUTH 40°09'25" EAST) THROUGH A CENTRAL ANGLE OF 00°47'41", A DISTANCE OF 2.46 FEET, 8) SOUTH 41°02'54" WEST 394.01 FEET, 9) SOUTHWESTERLY ALONG A 122.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 51°24'26" WEST 44.05 FEET, CENTER POINT LIES NORTH 40°57'06" WEST) THROUGH A CENTRAL ANGLE OF 20°43'04", A DISTANCE OF 44.30 FEET, 10) SOUTH 61°45'50" WEST 4.67 FEET, 11) SOUTH 20°14'02" EAST 55.00 FEET, 12) SOUTHERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 19°15'17" WEST 27.03 FEET, CENTER POINT LIES SOUTH 20°14'02" EAST) THROUGH A CENTRAL ANGLE OF 05°01'22", A DISTANCE OF 29.60 FEET, 13) SOUTHERLY ALONG A 527.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 19°04'23" EAST 76.96 FEET, CENTER POINT LIES SOUTH 66°44'36" WEST) THROUGH A CENTRAL ANGLE OF 00°22'02", A DISTANCE OF 77.03 FEET AND 14) SOUTH 14°53'23" EAST 220.26 FEET; THENCE SOUTH 75°06'36" WEST 55.00 FEET; THENCE NORTH 14°53'23" WEST 220.26 FEET; THENCE NORTHERLY ALONG A 472.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 10°32'56" WEST 60.31 FEET, CENTER POINT LIES SOUTH 75°06'37" WEST) THROUGH A CENTRAL ANGLE OF 07°19'07", A DISTANCE OF 60.36 FEET; THENCE WESTERLY ALONG A 20.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 70°13'16" WEST 29.73 FEET, CENTER POINT LIES SOUTH 67°47'30" WEST) THROUGH A CENTRAL ANGLE OF 96°01'32", A DISTANCE OF 33.52 FEET; THENCE NORTH 20°14'02" WEST 55.00 FEET; THENCE NORTHERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 13°45'12" EAST 29.73 FEET, CENTER POINT LIES NORTH 20°14'02" WEST) THROUGH A CENTRAL ANGLE OF 96°01'32", A DISTANCE OF 33.52 FEET; THENCE NORTHWESTERLY ALONG A 472.50 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 42°51'30" WEST 141.29 FEET, CENTER POINT LIES SOUTH 55°44'26" WEST) THROUGH A CENTRAL ANGLE OF 17°11'52", A DISTANCE OF 141.02 FEET; THENCE NORTH 51°27'26" WEST 254.30 FEET; THENCE NORTHWESTERLY ALONG A 1,027.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 50°47'06" WEST 24.11 FEET, CENTER POINT LIES NORTH 30°32'34" EAST) THROUGH A CENTRAL ANGLE OF 01°20'40", A DISTANCE OF 24.11 FEET; THENCE NORTH 39°39'51" EAST 76.30 FEET; THENCE NORTH 30°32'34" EAST 344.24 FEET; THENCE NORTHEASTERLY ALONG A 450.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 43°41'17" EAST 00.71 FEET, CENTER POINT LIES SOUTH 51°27'26" EAST) THROUGH A CENTRAL ANGLE OF 10°17'25", A DISTANCE OF 00.02 FEET; THENCE NORTH 40°40'25" EAST 07.64 FEET; TO THE POINT OF BEGINNING, CONTAINING 206,397 SQUARE FEET OR 6.57 ACRES.

AND ALSO

STANDING ROCK EAST AT LONG VALLEY PHASE 2

A PARCEL OF LAND LOCATED IN SECTIONS 20 & 29, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTION LOT 13 OF SAID SECTION 20 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE S32°32'22"W 78.96 FEET TO A POINT OF A 747.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S32°32'22"W; THENCE ALONG THE ARC OF SAID CURVE 86.90 FEET THROUGH A CENTRAL ANGLE OF 6°39'38"; TO A POINT ON THE NORTHERLY BOUNDARY OF THE "STANDING ROCK EAST AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES: (1) TO THE POINT OF A 747.50 FOOT RADIUS COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 3.85 FEET THROUGH A CENTRAL ANGLE OF 0°17'42"; (2) TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 30.45 FEET THROUGH A CENTRAL ANGLE OF 87°14'12"; (3) THENCE N67°10'46"W 34.00

FEET; (4) THENCE N22°49'14"E 26.41 FEET; (5) TO THE POINT OF A 133.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 47.59 FEET THROUGH A CENTRAL ANGLE OF 20°30'05"; (6) THENCE N71°27'32"W 61.39 FEET; (7) THENCE N74°53'17"W 52.30 FEET; (8) THENCE N78°27'29"W 52.30 FEET; (9) THENCE N82°01'41"W 52.30 FEET; (10) THENCE N85°35'53"W 52.30 FEET; (11) THENCE N89°10'05"W 52.30 FEET; (12) THENCE S87°19'43"W 61.26 FEET; (13) TO A POINT OF A 167.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N68°24'07"W; THENCE ALONG THE ARC OF SAID CURVE 30.53 FEET THROUGH A CENTRAL ANGLE OF 10°28'22"; (14) THENCE S32°04'16"W 29.82 FEET; (15) THENCE N57°55'44"W 34.00 FEET; (16) THENCE S32°04'16"W 43.16 FEET; (17) THENCE N57°55'44"W 90.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES: (1) N32°04'16"E 64.43 FEET; (2) THENCE N18°13'45"E 90.48 FEET; (3) THENCE N44°31'11"E 174.72 FEET; (4) THENCE N88°40'50"E 240.47 FEET; (5) THENCE N21°57'49"E 127.97 FEET TO POINT ON THE NORTHERLY BOUNDARY OF A PARCEL WITH A TAX I.D. NO. W-4206 MORE PARTICULARLY DESCRIBED BY SPECIAL WARRANTY DEED, DOCUMENT NO. 20200076291, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG THE SAID NORTHERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) N85°55'41"E 215.05 FEET (2) THENCE S1°09'24"W 521.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 213,725 SQ FT OR 4.91 ACRES MORE LESS

AND ALSO

HOODOO HOLLOW AT LONG VALLEY PHASE 2

Beginning at a point on the Westerly Line of Starr Springs at Long Valley Phase 3 as on file in the Washington County Recorder's office, said point lies South 00°59'03" West 1,439.85 feet along the section line from the Northwest Corner of Section 29, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running thence South 41°10'00" East along said Westerly Line Starr Springs at Long Valley Phase 3, 76.28 feet to the Northern Most Corner of Hoodoo Hollow At Long Valley Phase 1, as on file in the Washington County Recorder's office; thence along the Westerly line of Hoodoo Hollow At Long Valley Phase 1 the following nine (9) courses: 1) South 48°48'25" West 87.64 feet, 2) southwesterly along a 450.00 foot radius non-tangent curve to the left, (long chord bears South 43°41'17" West 80.71 feet, center point lies South 41°10'00" East) through a central angle of 10°17'25", a distance of 80.82 feet, 3) South 38°32'34" West 344.24 feet, 4) South 39°39'51" West 76.30 feet, 5) southeasterly along a 1,027.50 foot radius non-tangent curve to the left, (long chord bears South 50°47'06" East 24.11 feet, center point lies North 39°53'14" East) through a central angle of 01°20'40", a distance of 24.11 feet, 6) South 51°27'26" East 254.30 feet, 7) southeasterly along a 472.50 foot radius curve to the right, (long chord bears South 42°51'30" East 141.29 feet, center point lies South 38°32'34" West) through a central angle of 17°11'52", a distance of 141.82 feet, 8) southerly along a 20.00 foot radius compound curve to the right, (long chord bears South 13°45'12" West 29.73 feet, center point lies South 55°44'26" West) through a central angle of 96°01'32", a distance of 33.52 feet, and 9) South 28°14'02" East 55.00 feet; thence South 61°45'58" West 26.99 feet; thence southwesterly along a 122.50 foot radius curve to the left, (long chord bears South 51°37'51" West 43.11 feet, center point lies South 28°14'02" East) through a central angle of 20°16'14", a distance of 43.34 feet; thence southwesterly along a 5,030.00 foot radius compound curve to the left, (long chord bears South 38°47'21" West 475.04 feet, center point lies South 48°30'16" East) through a central angle of 05°24'47", a distance of 475.22 feet; thence North 53°55'03" West 55.00 feet; thence northerly along a 20.00 foot radius non-tangent curve to the left, (long chord bears North 08°39'03" West 28.15 feet, center point lies North 53°55'03" West) through a central angle of 89°28'01", a distance of 31.23 feet; thence North 53°23'04" West 160.01

feet; thence westerly along a 20.00 foot radius curve to the left, (long chord bears South 81°21'26" West 28.41 feet, center point lies South 36°36'56" West) through a central angle of 90°31'01", a distance of 31.60 feet; thence North 53°54'05" West 55.02 feet; thence northerly along a 20.00 foot radius non-tangent curve to the left, (long chord bears North 07°24'53" West 28.76 feet, center point lies North 51°26'42" West) through a central angle of 91°56'21", a distance of 32.09 feet; thence North 53°23'04" West 160.01 feet; thence westerly along a 20.00 foot radius curve to the left, (long chord bears South 81°22'09" West 28.41 feet, center point lies South 36°36'56" West) through a central angle of 90°29'35", a distance of 31.59 feet; thence North 53°52'39" West 55.00 feet; thence northerly along a 20.00 foot radius non-tangent curve to the left, (long chord bears North 07°27'34" West 28.74 feet, center point lies North 51°32'05" West) through a central angle of 91°50'59", a distance of 32.06 feet; thence North 53°23'04" West 150.01 feet; thence westerly along a 20.00 foot radius curve to the left, (long chord bears South 81°22'47" West 28.40 feet, center point lies South 36°36'56" West) through a central angle of 90°28'20", a distance of 31.58 feet; thence North 53°51'23" West 55.02 feet; thence northerly along a 20.00 foot radius non-tangent curve to the left, (long chord bears North 07°29'56" West 28.72 feet, center point lies North 51°36'48" West) through a central angle of 91°46'15", a distance of 32.03 feet; thence North 53°23'04" West 80.00 feet; thence westerly along a 20.00 foot radius curve to the left, (long chord bears South 81°23'12" West 28.40 feet, center point lies South 36°36'56" West) through a central angle of 90°27'29", a distance of 31.58 feet; thence North 53°50'33" West 80.00 feet; thence northeasterly along a 6,040.00 foot radius non-tangent curve to the right, (long chord bears North 36°12'42" East 11.42 feet, center point lies South 53°50'33" East) through a central angle of 00°06'30", a distance of 11.42 feet; thence northerly along a 20.00 foot radius reverse curve to the left, (long chord bears North 08°33'33" West 28.20 feet, center point lies North 53°44'03" West) through a central angle of 89°39'01", a distance of 31.29 feet; thence North 36°36'56" East 34.00 feet; thence easterly along a 20.00 foot radius non-tangent curve to the left, (long chord bears North 81°47'26" East 28.20 feet, center point lies North 36°36'56" East) through a central angle of 89°39'01", a distance of 31.29 feet; thence northeasterly along a 6,040.00 foot radius reverse curve to the right, (long chord bears North 39°40'17" East 570.27 feet, center point lies South 53°02'04" East) through a central angle of 05°24'42", a distance of 570.49 feet; thence northerly along a 20.00 foot radius reverse curve to the left, (long chord bears North 02°23'54" West 28.17 feet, center point lies North 47°37'22" West) through a central angle of 89°33'03", a distance of 31.26 feet; thence North 42°49'34" East 55.00 feet; thence easterly along a 20.00 foot radius non-tangent curve to the left, (long chord bears North 88°03'03" East 28.17 feet, center point lies North 42°49'34" East) through a central angle of 89°33'03", a distance of 31.26 feet; thence northeasterly along a 6,040.00 foot radius reverse curve to the right, (long chord bears North 45°55'10" East 557.25 feet, center point lies South 46°43'29" East) through a central angle of 05°17'17", a distance of 557.45 feet, to and along the Westerly Line of said Starr Springs At Long Valley Phase 3; thence along said Westerly Line, the following three (3) courses: 1) South 41°26'12" East 80.00 feet, 2) easterly along a 20.00 foot radius non-tangent curve to the right, (long chord bears South 86°18'06" East 28.35 feet, center point lies South 41°26'12" East) through a central angle of 90°16'12", a distance of 31.51 feet and 3) South 41°10'00" East 316.15 feet to the point of beginning.

Containing 946,397 Square Feet or 21.73 Acres.

Basis of bearings for this description is South 88°51'08" East 2645.16' between the Northwest Corner of Section 29 and North Quarter Corner of Section 29 Township 42 South, Range 14 West, Salt Lake Base & Meridian

**EXHIBIT B
TO
SIXTH SUPPLEMENTAL DECLARATION AND SIXTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY**

Legal Description of the Subject Property

The Subject Property consists of that certain real property located in Washington County, Utah more particularly described as follows:

CORRAL HOLLOW AT LONG VALLEY PHASE 1

Beginning at a point on the Westerly Line of Hoodoo Hollow At Long Valley Phase 1 as on file in the Washington County Recorder's office, said point lies South 00°59'03" West along the Section Line 2,296.07 feet and East 12.66 feet from the Northwest Corner of Section 29, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running thence along said Westerly Line the following three (3) courses: 1) easterly along a 20.00 foot radius curve to the right, (long chord bears South 70°13'16" East 29.73 feet, center point lies South 28°14'02" East) through a central angle of 96°01'32", a distance of 33.52 feet, 2) southerly along a 472.50 foot radius compound curve to the right, (long chord bears South 18°32'56" East 60.31 feet, center point lies South 67°47'30" West) through a central angle of 07°19'07", a distance of 60.36 feet and 3) South 14°53'23" East 220.26 feet; thence southerly along a 527.50 foot radius curve to the left, (long chord bears South 20°21'26" East 100.52 feet, center point lies North 75°06'37" East) through a central angle of 10°56'06", a distance of 100.68 feet; thence South 44°37'27" West 68.47 feet; thence South 44°37'22" West 269.02 feet; thence North 41°23'31" West 87.83 feet; thence northwesterly along a 195.00 foot radius curve to the left, (long chord bears North 43°16'03" West 12.76 feet, center point lies South 48°36'29" West) through a central angle of 03°45'04", a distance of 12.77 feet; thence North 45°08'35" West 110.76 feet; thence northwesterly along a 195.00 foot radius curve to the left, (long chord bears North 49°45'37" West 31.39 feet, center point lies South 44°51'25" West) through a central angle of 09°14'04", a distance of 31.43 feet; thence North 54°22'39" West 89.04 feet; to a point on the southerly line of Hoodoo Hollow at Long Valley phase 2 as on file in the Washington county recorder's office; thence along the southerly line of Hoodoo Hollow at Long Valley phase 2 the following three (3) courses: 1) northeasterly along a 5,030.00 foot radius non-tangent curve to the right, (long chord bears North 38°56'06" East 449.42 feet, center point lies South 53°37'31" East) through a central angle of 05°07'16", a distance of 449.57 feet, 2) northeasterly along a 122.50 foot radius compound curve to the right, (long chord bears North 51°37'51" East 43.11 feet, center point lies South 48°30'16" East) through a central angle of 20°16'14", a distance of 43.34 feet, and 3) North 61°45'58" East 26.99 feet to the point of beginning.

Containing 153,723 Square Feet or 3.53 Acres.

Basis of bearings for this description is South 88°51'08" East 2645.16' between the Northwest Corner of Section 29 and North Quarter Corner of Section 29 Township 42 South, Range 14 West, Salt Lake Base & Meridian

**EXHIBIT C
TO
SIXTH SUPPLEMENTAL DECLARATION AND SIXTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY**

**THIRD AMENDED AND RESTATED BYLAWS OF
LONG VALLEY OWNERS ASSOCIATION**

A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the “**Act**”), the following are the Third Amended and Restated Bylaws of Long Valley Owners Association (the “**Association**”), which Association is obligated to operate, manage and regulate the Project. Pursuant to a unanimous written consent of the Board of Directors, the Board of Directors approved and adopted these Third Amended and Restated Bylaws of Long Valley Owners Association. Consequently, these Third Amended and Restated Bylaws of Long Valley Owners Association amend, restate and replace in their entirety the Second Amended and Restated Bylaws of the Association. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to refer to these Third Amended and Restated Bylaws of Long Valley Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Third Amended and Restated Bylaws of Long Valley Owners Association shall have the same meanings ascribed to such capitalized terms in the Declaration of Covenants, Conditions and Restrictions for Long Valley, as supplemented and amended from time to time (the “**Declaration**”).

**ARTICLE 1
PLAN OF LOT OWNERSHIP AND INCORPORATION**

1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the Declaration. The Project is located in Washington City, Washington County, State of Utah. These Bylaws shall govern the administration of the Project and the Association.

1.2 **Organizational Form.** If the Association is incorporated, then these Bylaws shall also function as the bylaws of the corporation.

1.3 **Bylaws Applicability.** All present and future Owners, Residents, occupants, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and shall abide by these Bylaws.

**ARTICLE 2
ASSOCIATION**

2.1 **Composition.** The Association is a mandatory association consisting of all Owners of Lots or Units within Long Valley.

2.2 Voting. Each Lot or Unit shall have one (1) vote. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors from time to time and stated in the notice of meeting.

2.4 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of June of each year, or at such other suitable date as may be designated by the Board of Directors from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

2.5 Special Meetings. The President of the Association, or a Majority of the members of the Board of Directors, may call a special meeting of the Association, or if the President of the Association is so directed by resolution of the Board of Directors or upon receipt of a petition signed and presented to the Secretary of the Board of Directors by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Quorum. The presence in person or by proxy of three (3) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners meeting.

(a) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(a) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting.

(b) Percentage Approval Requirement. Notwithstanding the foregoing provisions of this section, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.7 Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of each annual or special meeting of the Owners not less than ten (10) days in advance of such meeting. Each such notice shall state the purpose of such meeting as well as the time and place where it is to be held, to each Owner of record, at the address of such Owner's respective Lot or Unit or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the

manner provided in this Section shall be considered service of notice in a fair and reasonable manner.

2.8 Voting Requirements. An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association, if, and only if, such Owner shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

2.9 Proxies. The votes appertaining to any Lot or Unit may be cast pursuant to a proxy or proxies fully executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or Owners that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Owner or Owners as the case may be.

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by 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, as authorized pursuant to Section 16-6a-707 of the Utah Code, as such Section may be subsequently amended or replaced.

2.11 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting, if the Association delivers a written ballot to every member entitled to vote on the matter pursuant to the provisions and procedures set forth in Section 16-6a-709 of the Utah Code, as such Section may be subsequently amended or replaced.

ARTICLE 3 BOARD OF DIRECTORS

3.1 Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors in accordance with the Declaration. The Board of Directors 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 may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Directors may delegate its authority to a manager or managers.

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but no more than nine (9) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for **Board of Directors membership.**

3.3 Election and Terms of Office of the Board of Directors. **The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial**

Board shall be controlled by Declarant until the expiration of the Class B Control Period. At the first meeting after the expiration of the Class B Control Period, five (5) members of the Board of Directors shall be elected by the Owners. Three members of the Board of Directors shall be elected for two-year terms and two members of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

3.4 Initial Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Association, or at such other time and place designated by the Board of Directors.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time and at such time and place as shall be determined by a Majority of the members of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President or a Majority of the members on at least forty-eight (48) hours' prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone, or as otherwise authorized by Section 7.1 of these Bylaws, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Directors shall be valid for any and all purposes.

3.7 Waiver of Notice. Before or at any meeting of the Board of Directors, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

3.8 Board of Director's Quorum. At all meetings of the Board of Directors, a Majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the Majority of all the Board of Directors members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the Majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the Majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board of Directors; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his or her successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a Majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his or her seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

3.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.12 Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

3.13 Executive Session. The Board of Directors may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors.

3.15 Financial Crimes Enforcement Network ("FinCEN") Reporting. As of January 2024, following adoption of the federal Corporate Transparency Act, beneficial owners of entities including homeowners' associations are required to file certain identifying information with FinCEN, a bureau of the U.S. Department of the Treasury. This includes all current and subsequently elected and appointed Board members of the Association. In order to be eligible to serve on the Board, individuals who are current Board members or those elected or appointed to fill a vacant position, shall obtain a FinCEN Identifier by registering with FinCEN online at <https://fincenid.fincen.gov/landing>. The issued FinCEN Identifier shall be promptly provided to the current Board along with all other necessary identifying information to allow the Board to update its Beneficial Ownership Information Report ("**BOI Report**"). If for any reason, the FinCEN Identifier is not timely provided or the Board is unable to register and update its BOI Report within the deadlines established by FinCEN, **then such individual shall not be eligible to serve on the Board and will be removed if currently serving on the Board.**

3.16 FinCEN Reporting Deadlines. It shall be the Board's obligation to timely update its BOI Report following any changes in Board membership. In accordance with FinCEN regulations, changes in Board membership, specifically the current beneficial ownership information for any new Board members, shall be reported within 30 days. If a newly elected or appointed Board member fails to timely provide its FinCEN Identifier or the necessary identifying information for the Board to update its BOI Report, that individual shall no longer be eligible to serve on the Board. Similarly, in reporting for existing Board members, a noncompliant Board member shall be removed from the Board if they fail to timely provide a FinCEN Identifier and the necessary information to update the Association's BOI Report.

ARTICLE 4 OFFICERS

4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

4.3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the Board of Directors, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes. Provided, however, if a member of the Board of Directors is removed as an officer, he or she shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he or she shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he or she shall have general and active management of the business of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

4.5 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis.

4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notices for all meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Directors including resolutions.

4.7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager, and with the assistance of the Manager shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such federally insured depositories as may be designated by the Board of Directors. He or she shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Project.

ARTICLE 5 FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors should it be deemed advisable or in the best interests of the Association.

ARTICLE 6 AMENDMENT TO BYLAWS

6.1 Amendment.

(a) By the Board. The Board may amend the Bylaws at any time to add, change, or delete a provision, unless:

(i) this Section or the Articles of Incorporation or Bylaws:

(A) reserve the power exclusively to the Members in whole or part; or

(B) otherwise prohibit the Board from amending the Bylaws to add, change, or delete a provision; or

(ii) it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution,

redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

(b) By the Members.

(i) Unless otherwise provided by the Bylaws, the Members may amend the Bylaws even though the Bylaws may also be amended by the Board.

(ii) Amendments to the Bylaws by Members shall be made in accordance with Sections 16-6a-1003 and 16-6a-1004 of the Utah Code Annotated as if each reference in Sections 16-6a-1003 and 16-6a-1004, as amended or supplemented, to the Article of Incorporation was a reference to the Bylaws.

6.2 Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the Recorder of Washington County, Utah.

ARTICLE 7 NOTICE

7.1 Fair and Reasonable Notice. Notice given in accordance with the provisions of the Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, the Association website, or other electronic notice; provided, however, an Owner may by making a written demand to the Association require written notice. If such written demand is made, then all notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, (a) if to an Owner, at the address of such Owner's Lot or Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or (b) if to the Board of Directors or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

7.2 Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 8 COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

8.1 Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

8.2 Conflict. These Bylaws are subordinate to and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the

remainder of these Bylaws shall not be affected thereby and, to this end, the provisions hereof are declared to be severable.

8.4 Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

8.5 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

8.6 Gender and Grammar. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

8.7 Liability of Board of Directors Members. Neither the members of the Board of Directors nor the officers of the Association shall be liable to any Owner, Resident or person for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board of Directors, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Owners and Residents, by virtue of their taking title to or possession of a Lot or Unit, agree to indemnify, defend and hold harmless the members of the Board of Directors and officers of the Association from and against any and all claims arising out of or caused by their voluntary participation as a member of the Board of Directors or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board of Directors for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board of Directors shall have the right and power to file a lien against the Lot or Unit owned or occupied, and may proceed to collect the same by judgment or foreclosure. In the event of a breach or anticipated breach by an Owner or Resident, or by their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board of Directors shall have, in addition to any other remedies provided by law equity, the right to injunctive relief and damages.

8.9 Persons Bound. All references herein to an Owner, Resident, tenant, renter, lessee, guest, or invitee shall be deemed to include their respective executors, administrators, employees, representatives, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

Dated this 12 day of June, 2024

LONG VALLEY OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: [Signature]
Name: Adam R. Loser
Title: Member of Board of Directors

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing copy of the Third Amended and Restated Bylaws of Long Valley Owners Association was acknowledged before me this 12 day of June, 2024, by Adam R. Loser in such person's capacity as the Member of Board of Directors of Long Valley Owners Association, a Utah nonprofit corporation.

[Signature]
NOTARY PUBLIC

