

WHEN RECORDED, RETURN TO:

Kirton McConkie
Attn: Robert C. Hyde
50 East South Temple Street
Salt Lake City, Utah 84111

**FIRST SUPPLEMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEACON POINTE, A RESIDENTIAL COMMUNITY**

FIRST SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEACON POINTE, A RESIDENTIAL COMMUNITY (this "Supplement") is executed this ____ day of 12/15/2020, 2020, by SUBURBUAN LAND RESERVE, INC., a Utah corporation.

RECITALS:

A. Suburban Land Reserve, Inc., is the "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions for Beacon Pointe, a Residential Community, dated March 10, 2020, and recorded March 13, 2020, as Entry No. 32176:2020, in the Official Records of the Utah County Recorder's Office (the "Declaration"), and recorded against the real property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to Section 16.2.1 of the Declaration, Declarant has the right, in Declarant's sole and absolute discretion, to unilaterally amend or supplement the Declaration during the Declarant Control Period. Notwithstanding Declarant's right to unilaterally amend or supplement the Declaration, this Supplement has been prepared and approved in a joint effort between Declarant and all of the owners of the Property, as evidenced by the signatures of each owner of the Property below.

C. After further consultation with the owners of the Property and the Beacon Pointe Owners' Association, Declarant has determined to supplement the Declaration by recording against the Property additional covenants and restrictions related to fencing within the Project, as further provided below.

D. This Supplement shall be binding against all of the Property that is subject to the Declaration, and shall take effect upon the date it is recorded in the records of the Utah County Recorder.

NOW, THEREFORE, the Declaration is hereby supplemented as follows.

1. Definitions. Unless otherwise defined herein, any capitalized terms used in this Supplement shall have the meaning identified in the Declaration.

2. Restrictions on Fencing. Declarant hereby declares the Property, and all property that may be subject to the Declaration and this Supplement in the future, shall be subject to the fence restrictions set forth in this Section 2. Accordingly, from and after the recording of this Supplement, all fencing constructed on or within the Project, and any Lots developed therein, shall be designed and



constructed in compliance with the following (collectively, the “**Fence Restrictions**”): (i) all fencing shall be made of natural wood and stained natural driftwood gray finish (e.g. Cabot Bleaching Stain Natural Driftwood Gray); and (ii) all fencing design and construction shall be performed according to, and in compliance with, the design guidelines attached hereto as Exhibit B. To the extent the Fence Restrictions conflict with any provision in the Declaration, or any other document, the Fence Guidelines shall control.

3. Leasing of Accessory Dwelling Units. The Bacon Pointe Community Plan permits the leasing of “Accessory Dwelling Units” within Lots; however, Section 8.1.2 of the Declaration contains restrictions that may potentially conflict with the Beacon Pointe Community Plan. In order for the Declaration to be read in harmony with the Beacon Pointe Community Plan, Declarant desires to amend the Declaration as provided herein:

3.1. Definitions. Article 1 of the Declaration is hereby amended to include the following definition of Accessory Dwelling Units:

“Accessory Dwelling Unit” or “ADU” means a residential unit that is located on the same Lot as a single-family dwelling unit and is (a) internal to a single-family dwelling, (b) attached to a single-family unit (e.g., an addition), or (c) part of a detached garage or accessory building. An ADU cannot be a stand-alone structure and must be part of the main dwelling or part of an accessory building or detached garage. In order to qualify as an ADU, the Accessory Dwelling Unit must be a complete housing unit with a separate entrance, kitchen, sleeping area, closet space, bathroom facilities, utilities (electricity, gas, and culinary water), and dedicated off-street parking.

3.2. Lease Agreements. Section 8.1.2 of the Declaration, and its corresponding subsections, are hereby deleted in their entirety and replaced with the following:

8.1.2 Lease Agreements. For purposes of this Article, the terms “lease” and “leasing” shall refer to the short-term or long-term, occupancy of a Lot or Accessory Dwelling Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit. By taking title to a Lot, each Owner acknowledges and agrees that the leasing of a Lot or an Accessory Dwelling Unit in their entirety shall be permitted subject to the terms and conditions of this Declaration, the Beacon Pointe Community Plan, and applicable Laws. Declarant or Master Association shall have the right to declare the lease or leasing of a Lot or ADU, or any portion thereof, not in compliance with this Section 8.1.2 null and void. In furtherance of the foregoing, if an Owner determines to lease its Lot or an ADU located on such Owner’s Lot, (i) the Lot or Accessory Dwelling Unit shall be leased in its entirety for a period of time no less than thirty (30) days, and (ii) all leases permitted under this Section 8.1.2 shall comply with the Beacon Pointe Community Plan and all applicable Laws governing ADUs, including, without limitation, Title 19 of the City of Saratoga Springs Land Development Code.

(A) All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Lot or ADU, as applicable, are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.



(B) Occupants of Accessory Dwelling Units shall not be considered "Owners" for purposes of this Declaration.

(C) Within ten (10) days of a lease being signed, the Owner of the leased Lot or Accessory Dwelling Unit shall notify the Board or the Master Association's managing agent and provide any additional information the Board may reasonably require. The Owner must give its tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Master Association or the Board may adopt rules governing leasing and subleasing.

4. Initial Rules – Landscaping. Exhibit D to the Declaration is hereby amended to include the rules and regulations with respect to landscaping set forth on Exhibit D-1, attached hereto and incorporated herein by this reference.

5. Running with the Land. Except as expressly set forth herein, the restrictions, covenants, and burdens provided for herein shall be rights, restrictions, covenants, and burdens running with the Property. The Property, and any portion thereof, shall hereinafter be held, sold, conveyed, transferred, occupied, leased, rented, encumbered, and used subject to the Declaration, as amended herein, and its terms, provisions, covenants, restrictions, limitations, and conditions set forth herein, all of which shall be binding on all Owners, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same document.

7. Miscellaneous. The recitals are hereby incorporated into this Supplement. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Declaration. Except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect.

(signatures and acknowledgements to follow)

3AAC424C-0978-4AFC-8E0E-55652E17E9A1 — 2020/12/15 10:07:45 -8:00 — Remote Notary



12/15/2020 IN WITNESS WHEREOF Declarant hereby affirms the Declaration as amended hereby as of this day of _____, 2020

Declarant: SUBURBAN LAND RESERVE, INC. a Utah corporation

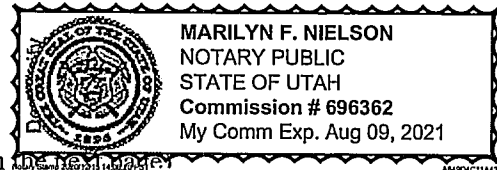
JW R. Steven Romney
By: R. Steven Romney
Its: President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of 12/15/2020, 2020, before me personally appeared R. Steven Romney, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the president of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.

The principal taking the oath and signing the document, R. Steven Romney, appeared remotely using audio/video communication technology approved by the State of Utah.

Marilyn F. Nielson
Notary Public



(Acceptance by the Association on _____)

3AAC424C-0978-4AFC-8E0E-55652E17E9A1 -- 2020/12/15 10:07:45 -8:00 -- Remote Notary





1st Supplement to Master Declaration of CCRs for Beacon Pointe.pdf

DocVerify ID: 3AAC424C-0978-4AFC-8E0E-55652E17E9A1
 Created: December 15, 2020 10:07:45 -8:00
 Pages: 4
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E-Signature Summary

Signer 1: R. Steven Romney (RSR)
 December 15, 2020 13:08:20 -8:00 [1AE3C45E04EA] [73.20.31.187]
 romneys@slreserve.com (Personally Known)

E-Signature Notary: Marilyn F. Nielson (MFN)
 December 15, 2020 13:08:20 -8:00 [A849D4C11A42] [216.49.181.253]
 nielsonm@slreserve.com
 I, Marilyn F. Nielson, did witness the participants named above electronically sign this document.



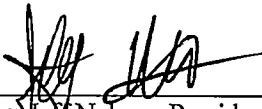
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ACCEPTANCE BY THE ASSOCIATION

THIS SUPPLEMENT was prepared through the joint efforts of the Declarant and the Association. The Board of Directors voted to approve the final draft of this Supplement and specifically and approved the Declarant's exercise of its powers in signing and effectuating the changes contained in this Supplement.

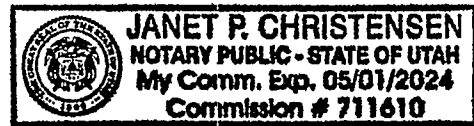
BEACON POINTE OWNERS' ASSOCIATION:


By: Jeff Nelson, President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 21st day of DECEMBER, 2020, before me personally appeared Jeff Nelson, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the president of BEACON POINTE OWNERS' ASSOCIATION, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.


Notary Public



(Consented to by the Owners on the next page)

OWNERS' CONSENT

THIS SUPPLEMENT was prepared through the joint efforts of the Declarant, the Beacon Pointe Owners' Association, and the Owners, as evidenced by their signatures below.

DESTINATION HOMES, INC.,
a Utah corporation

By: _____
Name: _____
Its: _____
Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the _____ of DESTINATION HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as _____.

Notary Public

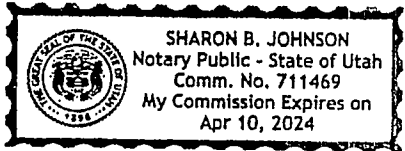
CADENCE HOMES, LLC,
a Utah limited liability company

By: [Signature]
Name: Ryan Bybee
Its: Manager
Date: 12/15/20

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

On this 15th day of December, 2020, before me personally appeared Ryan Bybee, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of CADENCE HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as Manager.

[Signature]
Notary Public



OWNERS' CONSENT

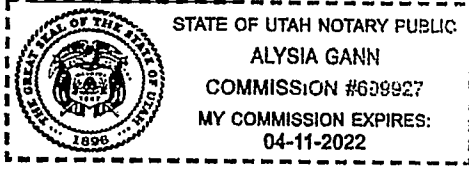
THIS SUPPLEMENT was prepared through the joint efforts of the Declarant and the Owners, as evidenced by their signatures below.

RAINEY HOMES, INC.,
a Utah corporation

By: [Signature]
Name: Justin Taylor
Its: VP
Date: 12/10/2020

STATE OF UTAH)
: ss.
COUNTY OF DAVIC)

On this 10 day of December, 2020, before me personally appeared Justin Taylor, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the vice president of RAINEY HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as vice president.



[Signature]
Notary Public

SYMPHONY HOMES, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____
Date: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the _____ of SYMPHONY HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as _____.

Notary Public

OWNERS' CONSENT

THIS SUPPLEMENT was prepared through the joint efforts of the Declarant and the Owners, as evidenced by their signatures below.

RAINEY HOMES, INC.,
a Utah corporation

By: _____
Name: _____
Its: _____
Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the _____ of RAINEY HOMES, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as _____.

Notary Public

SYMPHONY HOMES, LLC,
a Utah limited liability company

By: BGR
Name: Bruce G. Robinson
Its: MANAGER
Date: 12/21/2020

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 21 day of December, 2020, before me personally appeared Bruce G Robinson whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the manager of SYMPHONY HOMES, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company, in his capacity as manager.

Heather Marie Muir
Notary Public



EXHIBIT A

(LEGAL DESCRIPTION OF THE PROPERTY)

Parcel 1

LOCATED IN SECTIONS 26 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 967.56 FEET AND EAST 1548.07 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1265.18 FEET; THENCE EAST 1018.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: S0°30'20"W 302.54 FEET; THENCE S2°05'00"E 807.82 FEET; THENCE N9°14'09"E 13.75 FEET; THENCE S2°02'58"E 249.46 FEET; THENCE S87°57'02"W 2.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 16.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S87°56'05"W) 25.71 FEET THROUGH A CENTRAL ANGLE OF 92°03'55" (CHORD: S43°58'02"W 23.03 FEET); THENCE WEST 51.25 FEET; THENCE S82°52'30"W 394.63 FEET; THENCE WEST 541.17 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N45°00'00"W 21.21 FEET); THENCE NORTH 130.99 FEET; THENCE WEST 38.50 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±33.00 ACRES

Parcel 2

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 1516.24 FEET; THENCE SOUTH 593.45 FEET; THENCE ALONG THE ARC OF A 583.50 FOOT RADIUS CURVE TO THE LEFT 374.51 FEET THROUGH A CENTRAL ANGLE OF 36°46'29" (CHORD: S18°23'14"E 368.12 FEET); THENCE S36°46'29"E 27.73 FEET; THENCE ALONG THE ARC OF A 506.50 FOOT RADIUS CURVE TO THE RIGHT 224.97 FEET THROUGH A CENTRAL ANGLE OF 25°26'56" (CHORD: S24°03'01"E 223.13 FEET); THENCE N75°03'56"E 9.49 FEET TO THE NORTHWEST CORNER OF TANNER LANE CHURCH SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES: SOUTHEASTERLY ALONG THE ARC OF A 272.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S75°03'56"W) 70.90 FEET THROUGH A CENTRAL ANGLE OF 14°56'04" (CHORD: S7°28'02"E 70.70 FEET); THENCE SOUTH 49.29 FEET TO THE NORTH LINE OF PHASE 1, SARATOGA HILLS SUBDIVISION; THENCE ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: N89°34'13"W 378.03 FEET; THENCE S89°22'30"W 118.07 FEET; THENCE S77°53'30"W 328.70 FEET; THENCE N48°24'30"W 62.62 FEET; THENCE N89°48'45"W 538.51 FEET TO THE SOUTHEAST CORNER OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FIVE (5) COURSES: N0°11'15"E 111.12 FEET; THENCE N38°22'21"W 472.34 FEET; THENCE S66°59'35"W 270.81 FEET; THENCE S22°42'35"E 120.69 FEET; THENCE S67°17'25"W 28.00 FEET; THENCE N22°42'35"W 125.45 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE RIGHT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: N11°19'33"E 542.36 FEET); THENCE N45°21'42"E 29.10 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE LEFT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: N22°40'51"E 225.96 FEET); THENCE NORTH 179.87 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±47.47 ACRES

Parcel 3

LOCATED IN SECTIONS 26, 34 AND SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°44'19"E ALONG THE SECTION LINE 1354.59 FEET AND WEST 11.67 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 1652.18 FEET; THENCE EAST 1554.74 FEET; THENCE SOUTH 1265.18 FEET; THENCE EAST 38.50 FEET; THENCE SOUTH 130.99 FEET; THENCE WEST 77.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: WEST) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"W 21.21 FEET); THENCE SOUTH 95.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: SOUTH) 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'00"E 21.21 FEET); THENCE SOUTH 131.01 FEET; THENCE WEST 1516.24 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±58.82 ACRES

Parcel 4

LOCATED IN SECTION 26, 27, 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°45'41"E ALONG THE SECTION LINE 756.02 FEET AND NORTH 99.71 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 294.76 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE LEFT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1095.46 FEET); THENCE N38°08'08"E 71.51 FEET; THENCE S51°51'52"E 399.73 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE LEFT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 301.53 FEET); THENCE EAST 14.00 FEET; THENCE SOUTH 1832.05 FEET; THENCE ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE RIGHT 231.97 FEET THROUGH A CENTRAL ANGLE OF 45°21'42" (CHORD: S22°40'51"W 225.96 FEET); THENCE S45°21'42"W 29.10 FEET; THENCE ALONG THE ARC OF A 484.50 FOOT RADIUS CURVE TO THE LEFT 575.62 FEET THROUGH A CENTRAL ANGLE OF 68°04'17" (CHORD: S11°19'33"W 542.36 FEET); THENCE S22°42'35"E 125.45 FEET TO THE NORTH LINE OF SARATOGA HILLS 1, 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FOUR (4) COURSES: THENCE S67°17'25"W 28.00 FEET; THENCE S22°42'35"E 32.92 FEET; THENCE ALONG THE ARC OF A 499.00 FOOT RADIUS CURVE TO THE RIGHT 186.63 FEET THROUGH A CENTRAL ANGLE OF 21°25'47" (CHORD: S11°59'41"E 185.55 FEET); THENCE S1°16'48"E 28.95 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 1, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF THE BENCHES PLATS 1-3 AND 10, 1687.72 FEET; THENCE N2°59'33"E 158.94 FEET; THENCE N28°09'01"E 600.67 FEET; THENCE S61°50'59"E 18.35 FEET; THENCE N28°09'01"E 113.55 FEET; THENCE ALONG THE ARC OF A 1397.50 FOOT RADIUS CURVE TO THE LEFT 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: N16°54'38"E 544.79 FEET); THENCE N2°17'40"W 387.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S79°44'25"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: N21°58'56"W 567.86 FEET); THENCE S56°18'37"W 154.00 FEET; THENCE N34°06'22"W 29.56 FEET; THENCE S61°50'59"W 37.73 FEET; THENCE N34°11'20"W 321.37 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N55°48'26"E) 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: N17°05'47"W 146.99 FEET); THENCE NORTH 221.07 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±103.58 ACRES

Parcel 5

LOCATED IN SECTION 34 AND SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 869.33 FEET AND NORTH 94.03 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1625.33 FEET; THENCE SOUTH 221.07 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 149.19 FEET THROUGH A CENTRAL ANGLE OF 34°11'34" (CHORD: S17°05'47"E 146.99 FEET); THENCE S34°11'34"E 321.37 FEET; THENCE S61°50'59"W 234.82 FEET; THENCE S68°54'04"W 73.34 FEET; THENCE WEST 1063.29 FEET; THENCE SOUTH 504.04 FEET; THENCE WEST 558.00 FEET; THENCE NORTH 599.11 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE RIGHT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'56"E 226.23 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 2000.00 FOOT RADIUS CURVE TO THE LEFT 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: N2°53'58"E 297.60 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±36.57 ACRES

Parcel 6

LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 358.93 FEET AND SOUTH 669.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 1063.29 FEET; THENCE N68°54'04"E 73.34 FEET; THENCE N61°50'59"E 272.53 FEET; THENCE S34°11'34"E 19.00 FEET; THENCE ALONG THE ARC OF A 1243.50 FOOT RADIUS CURVE TO THE RIGHT 10.56 FEET THROUGH A CENTRAL ANGLE OF 0°29'12" (CHORD: S33°56'59"E 10.56 FEET); THENCE N56°18'37"E 154.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S56°17'44"W) 571.84 FEET THROUGH A CENTRAL ANGLE OF 23°26'41" (CHORD: S21°58'56"E 567.86 FEET); THENCE S2°17'40"E 387.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1397.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N84°19'45"W) 548.30 FEET THROUGH A CENTRAL ANGLE OF 22°28'46" (CHORD: S16°54'38"W 544.79 FEET); THENCE S28°09'01"W 113.55 FEET; THENCE N61°50'59"W 18.35 FEET; THENCE S28°09'01"W 600.67 FEET; THENCE S2°59'33"W 158.94 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 10, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF SAID SUBDIVISION 846.93 FEET TO THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION, SAID POINT ALSO BEING HELD AS THE CENTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°50'07"W ALONG THE QUARTER SECTION LINE 210.01 FEET TO THE SOUTHEAST CORNER OF PLAT "A", QUESTAR BENCHES MINOR SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N0°23'17"W 65.00 FEET; THENCE N89°50'07"W 110.00 FEET; THENCE S0°23'17"E 65.00 FEET TO SAID QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 609.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°09'41"E) 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: N1°55'09"W 200.95 FEET); THENCE NORTH 1287.68 FEET; THENCE EAST 558.00 FEET; THENCE NORTH 504.04 FEET TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±92.34 ACRES

Parcel 7

LOCATED IN SECTIONS 34 AND 35, TOGETHER WITH SECTIONS 26 AND 27, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°50'00"W ALONG THE SECTION LINE 969.97 FEET AND NORTH 113.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SAID QUARTER CORNER BEING LOCATED N89°45'41"W 2687.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 34); THENCE EAST 2020.73 FEET; THENCE ALONG THE ARC OF A 1232.50 FOOT RADIUS CURVE TO THE LEFT 1115.67 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: N64°04'04"E 1077.96 FEET); THENCE N38°08'08"E 101.51 FEET; THENCE S51°51'52"E 419.73 FEET; THENCE ALONG THE ARC OF A 431.50 FOOT RADIUS CURVE TO THE LEFT 287.20 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: S70°55'56"E 281.93 FEET); THENCE EAST 2587.03 FEET TO THE WEST RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE S0°30'20"W ALONG SAID RIGHT-OF-WAY LINE 30.00 FEET; THENCE WEST 2586.77 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE RIGHT 307.17 FEET THROUGH A CENTRAL ANGLE OF 38°08'08" (CHORD: N70°55'56"W 301.53 FEET); THENCE N51°51'52"W 399.73 FEET; THENCE S38°08'08"W 71.51 FEET; THENCE ALONG THE ARC OF A 1252.50 FOOT RADIUS CURVE TO THE RIGHT 1133.77 FEET THROUGH A CENTRAL ANGLE OF 51°51'52" (CHORD: S64°04'04"W 1095.46 FEET); THENCE WEST 1920.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 2000.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S88°37'58"W) 297.87 FEET THROUGH A CENTRAL ANGLE OF 8°32'00" (CHORD: S2°53'58"W 297.60 FEET); THENCE S7°09'58"W 147.66 FEET; THENCE ALONG THE ARC OF A 1810.00 FOOT RADIUS CURVE TO THE LEFT 226.38 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: S3°34'59"W 226.23 FEET); THENCE SOUTH 1886.79 FEET; THENCE ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE LEFT 200.98 FEET THROUGH A CENTRAL ANGLE OF 3°50'19" (CHORD: S1°55'09"E 200.95 FEET) TO THE QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 100.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3100.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N86°17'27"E) 200.69 FEET THROUGH A CENTRAL ANGLE OF 3°42'33" (CHORD: N1°51'17"W 200.65 FEET); THENCE NORTH 1886.79 FEET; THENCE ALONG THE ARC OF A 1910.00 FOOT RADIUS CURVE TO THE RIGHT 238.89 FEET THROUGH A CENTRAL ANGLE OF 7°09'58" (CHORD: N3°34'59"E 238.73 FEET); THENCE N7°09'58"E 147.66 FEET; THENCE ALONG THE ARC OF A 1900.00 FOOT RADIUS CURVE TO THE LEFT 305.37 FEET THROUGH A CENTRAL ANGLE OF 9°12'32" (CHORD: N2°33'42"E 305.05 FEET) TO THE POINT OF BEGINNING.

Cked by JJB 13 May 2019

CONTAINS: ±10.09 ACRES

EXHIBIT B

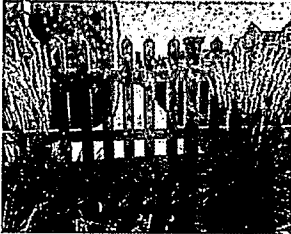
(FENCE RESTRICTIONS)

BEACON POINTE | Approved Fencing Examples



Approved finish is Cabot Bleaching stain
Natural
Driftwood
Gray

Picket



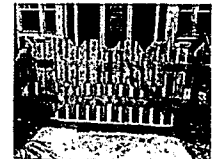
Picket



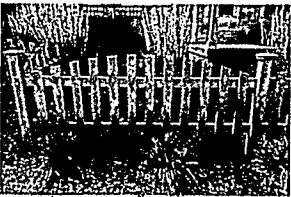
Picket



Picket Gate



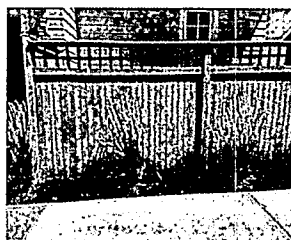
Picket



6'Privacy



6'Semi-Privacy



6'Gate



EXHIBIT D-1**(LANDSCAPING GUIDELINES)**

As part of each Owner's improvement of a Lot, each Owner shall submit a landscaping plan to the Master Association, or its designee, identifying how the Lot will be fully improved with landscaping. Landscaping should be considered an extension of a residence and viewed as a series of outdoor rooms. This level of planning can dramatically extend the living environment by creating outdoor spaces with defined functions across the Lot. Yards, especially those areas visible from the street, should complement the architecture while expressing the individuality of each homeowner. All Owners shall comply with the Governing Documents set forth in the Declaration, including the Community Plan and related village plan(s), as well as the following rules and guidelines as they pertain to each Lot's landscaping:

1. **Time to Complete Landscaping.** By taking title to a Lot, each Owner covenants and agrees that all rear landscaping for a Lot shall be installed and completed within 6 months of taking title to a Lot (subject to 3 month extension due to inclement weather).
2. **Landscaping Deposit.** At the time an Owner takes title to a Lot after initial construction of a home, the Owner shall deliver to the Master Association a security deposit (the "**Landscape Deposit**") to ensure that Owner installs sprinklers, sod, and landscaping in the rear of Owner's Lot as well as construction clean-up if necessary. In the event that an Owner fails to commence and diligently pursue to complete all approved landscape improvements, the Master Association shall be authorized, after notice to the Owner, to enter upon the Lot and complete any incomplete landscaping. The parties agree that the Landscape Deposit may be released to the Master Association for purposes of covering the costs of the completion of unfinished landscape improvements borne by the Master Association. In the event that the Landscape Deposit does not cover all of the costs to complete the landscape improvements in accordance with the Master Association's requirements and standards, the parties agree that the Master Association may assess all costs incurred over and above the Landscape Deposit against the Lot and the Owner thereof as a Special Assessment in accordance with the Master Declaration. In furtherance of the foregoing, the Master Association may adopt any additional rules and/or policies with respect to the retention, application, and release of the Landscape Deposit.