

When Recorded Return To:

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

**SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WESTERN ACRES TOWNHOMES**

THIS SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTERN ACRES TOWNHOMES (this “**Second Supplemental Declaration**”) is made as of May 3, 2024, by D.R. HORTON, INC., a Delaware corporation (“**Horton**”), with reference to the following:

RECITALS

A. On October 26, 2022, GRNOBL Western Acres, LLC, a Utah limited liability company (“**GRNOBL**”), caused to be recorded as Entry No. 581596 in the official records of the Office of the Recorder of Tooele County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes (the “**Original Declaration**”) pertaining to a residential unit development known as Western Acres Townhomes located in Tooele City, Tooele County, Utah.

B. On August 18, 2023, GRNOBL caused to be recorded as Entry No. 592579 in the Official Records that certain First Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes (the “**First Supplemental Declaration**”).

C. Pursuant to that certain Assignment of Declarant’s Rights for Western Acres Townhomes (the “**Assignment of Declarant’s Rights**”) between GRNOBL and Horton, which was executed by GRNOBL and by Horton, and which GRNOBL and Horton caused to be recorded on February 29, 2024 in the Official Records as Entry No. 599607, GRNOBL assigned to Horton all right, title and interest of GRNOBL as the Declarant arising under the Original Declaration, as supplemented and amended. As a result of the Assignment of Declarant’s Rights, Horton shall be deemed to be the “**Declarant**,” as such term is defined in the Original Declaration, as hereinafter set forth.

D. On April 24, 2024, Declarant caused to be recorded as Entry No. 602038 in the Official Records that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes (the “**Second Amendment**”).

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

F. Article 4 of the Original Declaration provides that Declarant shall have the absolute right and option, from time to time and at any time, to subject some or all of the Additional Land described in the Original Declaration to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, which shall be effective upon recording a supplemental declaration in the Official Records.

G. Pursuant to Article 4 of the Original Declaration, Declarant desires to subject that portion of the Additional Land described on Exhibit B, which is attached hereto and incorporated herein by this reference (the “**Subject Property**”), to the Original Declaration, as previously supplemented and amended.

H. Section 3.32(b) of the Original Declaration provides that Declarant shall have the right to amend unilaterally the Original Declaration during the Class B Control Period.

I. Declarant is executing and delivering this Second Supplemental Declaration for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, as previously supplemented and amended, and for the purpose of amending the Original Declaration, as hereinafter set forth.

SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT

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

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

2. Subject Property Subjected to the Original Declaration. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended, 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 Second 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. All such provisions: (a) shall run with the Subject Property; (b) 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 (c) 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 1.48 of the Original Declaration.

3. Amendment of Section 1.16 of the Original Declaration. Section 1.16 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.16 Common Area and Common Areas shall mean and refer to all real property described and identified on a specific Plat as Common Area or Common Areas in which the Association owns an interest for the common use and benefit of some or all of the Owners of the Lots or Units identified on such Plat, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

- (a) The real property and interests in real property subjected to the terms of this Declaration, including the entirety of the land and all Improvements constructed thereon, except for and specifically excluding therefrom the individual Lots and Units;
- (b) All Common Areas designated as such on the Plat;
- (c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Units identified on a specific Plat and intended for the common use of all Owners of the Units identified on such Plat, including without limitation utility services such as telephone, electricity, natural gas, water and sewer;
- (d) The outdoor grounds, detention basins, landscaping, street lighting, perimeter and preservation fences, sidewalks, trails, walking paths, parking spaces, private streets and allies identified on such Plat;
- (e) All portions of the Project identified on a specific Plat that is not specifically included within the individual Units identified on such Plat; and
- (f) All other parts of the Project identified on a specific Plat that is normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the land owned by the Association for the common benefit of the Owner of the Units identified on such Plat.
- (g) Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such

Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit.

4. Amendment of Section 1.33 of the Original Declaration. Section 1.33 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.33 Limited Common Areas shall mean and refer to those portions of the Common Areas which are specifically designated on a specific Plat as “Limited Common Area” and which are thereby allocated for the exclusive use of one or more Units but fewer than all of the Units identified on such Plat. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot and within a Common Area.

5. New Section 1.60 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 1.60, which shall read as follows:

1.60 Neighboring Property shall mean any street within the Project (including annexed property) that is adjacent to the specific Lot or Unit in reference.

6. New Section 1.61 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 1.61, which shall read as follows:

1.61 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.

7. Amendment of Section 3.5(f)(4) of the Original Declaration. Section 3.5(f)(4) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.5(f)(4) 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.

8. Amendment of Section 3.5(f)(19) of the Original Declaration. Section 3.5(f)(19) of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

3.5(f)(19) 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.

9. New Section 3.5(f)(27) added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 3.5(f)(27), which shall read as follows:

3.5(f)(27) 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 3.5(f)(27) 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 3.5(f)(17) above 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.

10. New Section 3.5(f)(28) of the Original Declaration. The Original Declaration is hereby amended to add a new Section 3.5(f)(28), which shall read as follows:

3.5(f)(28) 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.

11. New Section 3.5(f)(29) of the Original Declaration. The Original Declaration is hereby amended to add a new Section 3.5(f)(29), which shall read as follows:

3.5(f)(29) 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.

12. New Section 3.10(f) Added to the Original Declaration. Section 3.10 of the Original Declaration is hereby amended by adding at the end of Section 3.10, immediately Section 3.10(e), a new Section 3.10(f) which shall read as follows:

(f) 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.

13. 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 Second Supplemental Declaration as Exhibit C is a copy of the Amended and

Restated Bylaws of Western Acres Owners Association. Section 1.12 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:


1.12 Bylaws shall mean and refer to the Amended and Restated Bylaws of Western Acres Owners Association, a copy of which is attached as Exhibit C to the Second Supplemental Declaration and Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes.

14. No Other Changes. Except as supplemented and amended by the provisions of this Second Supplemental Declaration, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Second Supplemental Declaration, shall collectively be referred to as the "**Declaration**."

IN WITNESS WHEREOF, Declarant has caused this Second Supplemental Declaration to be executed by a person duly authorized to execute the same.

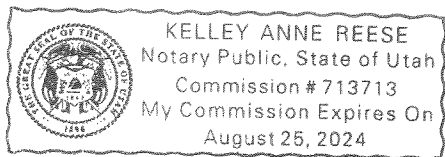
DECLARANT:

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

By: 
Name: Jonathan S. Thornley
Title: Division CFO

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

The foregoing instrument was acknowledged before me this 3 day of May, 2024, by Jonathan S. Thornley, in such person's capacity as the DIVISION CFO of D.R. HORTON, INC., a Delaware corporation.




NOTARY PUBLIC

**EXHIBIT A
TO
SECOND SUPPLEMENTAL DECLARATION
AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WESTERN ACRES TOWNHOMES**

Legal Description of the Property

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

Western Acres Phase 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°44'13" EAST ALONG THE SECTION LINE, 578.28 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SECTION LINE, NORTH 89°44'13" EAST 570.50 FEET; THENCE SOUTH 775.73 FEET; THENCE SOUTHWESTERLY 306.35 FEET ALONG THE ARC OF A 462.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 18°59'47" WEST 300.77 FEET); THENCE SOUTH 37°59'34" WEST 263.92 FEET; THENCE NORTH 52°00'26" WEST 8.00 FEET; THENCE NORTHWESTERLY 46.34 FEET ALONG THE ARC OF A 29.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 07°00'26" WEST 41.72 FEET); THENCE NORTH 52°00'26" WEST 264.63 FEET; THENCE NORTHWESTERLY 20.91 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 49°21'05" WEST 20.90 FEET); THENCE NORTHWESTERLY 4.00 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 50°03'57" WEST 4.00 FEET); THENCE NORTH 50°03'57" WEST 78.46 FEET; THENCE NORTH 52°00'26" WEST 153.67 FEET; THENCE NORTH 37°59'34" EAST 105.30 FEET; THENCE SOUTHEASTERLY 18.69 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 81°13'39" EAST 18.69 FEET); THENCE SOUTHEASTERLY 49.61 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 41°48'05" EAST 45.33 FEET); THENCE SOUTH 00°00'01" EAST 29.78 FEET; THENCE SOUTHEASTERLY 103.11 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 13°05'57" EAST 102.21 FEET); THENCE NORTH 51°26'26" EAST 164.36 FEET; THENCE NORTHEASTERLY 134.22 FEET ALONG THE ARC OF A 149.50 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 25°43'13" EAST 129.76 FEET); THENCE NORTH 00°00'01" WEST 431.85 FEET; THENCE SOUTH 89°59'59" WEST 18.00 FEET; THENCE NORTH 00°00'01" WEST 72.00 FEET; THENCE NORTH 89°59'59" EAST 18.00 FEET; THENCE NORTH 00°00'01" WEST 10.00 FEET; THENCE NORTHWESTERLY 64.78 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 54°34'54" WEST 55.42 FEET); THENCE SOUTHWESTERLY 239.60 FEET ALONG THE ARC OF A 1069.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 64°24'57" WEST 239.10 FEET); THENCE NORTH 32°00'19" WEST

51.00 FEET; THENCE SOUTHWESTERLY 116.65 FEET ALONG THE ARC OF A 1120.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 55°00'39" WEST 116.60 FEET); THENCE NORTH 39°15'07" WEST 112.95 FEET; THENCE NORTH 43°58'38" EAST 350.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.49 ACRES, MORE OR LESS.

Western Acres Phase 2A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°01'31" EAST ALONG THE SECTION LINE, 664.44 FEET AND WEST 65.74 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 43°58'38" EAST 576.59 FEET TO A POINT ON THE BOUNDARY OF WESTERN ACRES TOWNHOMES PHASE 1 ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 556418; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWENTY-TWO (22) COURSES: 1) SOUTH 39°15'07" EAST 112.95 FEET; 2) NORTHEASTERLY 116.65 FEET ALONG THE ARC OF A 1120.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 55°00'39" EAST 116.60 FEET); 3) SOUTH 32°00'19" EAST 51.00 FEET; 4) NORTHEASTERLY 239.60 FEET ALONG THE ARC OF A 1069.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 64°24'57" EAST 239.10 FEET); 5) SOUTHEASTERLY 64.78 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (CHORD BEARS SOUTH 54°34'54" EAST 55.42 FEET); 6) SOUTH 00°00'01" EAST 10.00 FEET; 7) SOUTH 89°59'59" WEST 18.00 FEET; 8) SOUTH 00°00'01" EAST 72.00 FEET; 9) NORTH 89°59'59" EAST 18.00 FEET; 10) SOUTH 00°00'01" EAST 431.85 FEET; 11) SOUTHWESTERLY 134.22 FEET ALONG THE ARC OF A 149.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 25°43'13" WEST 129.76 FEET); 12) SOUTH 51°26'26" WEST 164.36 FEET; 13) NORTHWESTERLY 103.11 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 13°05'57" WEST 102.21 FEET); 14) NORTH 00°00'01" WEST 29.78 FEET; 15) 49.61 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 41°48'05" WEST 45.33 FEET); 16) NORTHWESTERLY 18.69 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CHORD BEARS NORTH 81°13'39" WEST 18.69 FEET); 17) SOUTH 37°59'34" WEST 105.30 FEET; 18) SOUTH 52°00'26" EAST 153.67 FEET; 19) SOUTH 50°03'57" EAST 78.46 FEET; 20) SOUTHEASTERLY 4.00 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 50°03'57" EAST 4.00 FEET); 21) SOUTHEASTERLY 20.91 FEET ALONG THE ARC OF A 225.50 FOOT RADIUS REVERSE CURVE TO THE LEFT (CHORD BEARS SOUTH 49°21'05" EAST 20.90 FEET); 22) SOUTH 52°00'26" EAST 236.13 FEET; THENCE SOUTHWESTERLY 53.41 FEET ALONG THE ARC OF A 34.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 82°59'34" WEST 48.08 FEET); THENCE SOUTH 37°59'34" WEST 102.23 FEET; THENCE NORTH 52°00'35" WEST 125.52 FEET; THENCE NORTH 02°37'24" EAST 62.60 FEET; THENCE NORTH 87°17'11" WEST 79.23 FEET; THENCE SOUTH 02°09'54" WEST 80.91 FEET; THENCE NORTH 87°50'06" WEST 51.00 FEET; THENCE NORTH 02°09'54" EAST 121.33 FEET; THENCE NORTHEASTERLY 107.05 FEET ALONG THE ARC OF A 125.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 26°36'09" EAST 103.84 FEET) TO A POINT ON THE SOUTHERLY EASEMENT LINE OF AN EXISTING GASLINE EASEMENT IN

FAVOR OF MOUNTAIN FUEL SUPPLY COMPANY, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY 292544 IN BOOK 100, AT PAGE 249; THENCE NORTH 52°00'26" WEST ALONG SAID EASEMENT A DISTANCE OF 220.79 FEET TO A POINT ON THE PROLONGATION OF THE NORTH BOUNDARY OF OVERPASS POINT SUBDIVISION, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 112891 IN BOOK 510 NUMBER 620; THENCE NORTH 65°42'44" WEST ALONG SAID OVERPASS POINT SUBDIVISION AND A PROLONGATION THEREOF A DISTANCE OF 501.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.196 ACRES, MORE OR LESS.

Tax Identification Numbers:

22-051-0-1001 through 22-051-0-1130, inclusive

23-024-0-1131 through 23-024-0-1251, inclusive

**EXHIBIT B
TO
SECOND SUPPLEMENTAL DECLARATION
AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WESTERN ACRES TOWNHOMES**

Legal Description of the Subject Property

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

Western Acres Townhomes Plat 2B

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°01'31" WEST ALONG THE SECTION LINE A DISTANCE OF 1416.69 FEET AND EAST 351.38 FEET FROM THE WEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING ON THE EASTERLY LINE OF OVERPASS POINT SUBDIVISION, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 112891 IN BOOK 510 NUMBER 620; AND RUNNING THENCE ALONG SAID BOUNDARY NORTH 00°00'05" EAST A DISTANCE OF 361.82 FEET; THENCE SOUTH 35°42'44" EAST 43.70 FEET; THENCE SOUTH 52°00'26" EAST 220.79 FEET; THENCE SOUTHWESTERLY 107.05 FEET ALONG THE ARC OF A 125.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 26°36'09" WEST 103.84 FEET); THENCE SOUTH 02°09'54" WEST 121.33 FEET; THENCE NORTH 87°50'06" WEST 162.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.240 ACRES, MORE OR LESS.

10 UNITS

**EXHIBIT C
TO
SECOND SUPPLEMENTAL DECLARATION
AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WESTERN ACRES TOWNHOMES**

**AMENDED AND RESTATED BYLAWS
OF
WESTERN ACRES OWNERS ASSOCIATION

A UTAH NONPROFIT CORPORATION**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the “**Act**”), the following are the Amended and Restated Bylaws of Western Acres Owners Association, which Western Acres Owners Association (the “**Association**”) is obligated to operate, manage and regulate the Project. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors approved and adopted these Amended and Restated Bylaws of Western Acres Owners Association, and these Amended and Restated Bylaws of Western Acres Owners Association amend, restate and replace in their entirety the Bylaws of the Association dated September 19, 2022. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to refer to these Amended and Restated Bylaws of Western Acres Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Amended and Restated Bylaws of Western Acres Owners Association shall have the same meanings ascribed to such terms in the Declaration of Covenants, Conditions and Restrictions for Western Acres, 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 Tooele City, Tooele 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 Western Acres Townhomes.

2.2 Voting. Each Lot 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 May 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.

(b) 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.

(c) 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 his respective Lot 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, he 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 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 seven (7) 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, three members of the Board of Directors shall be elected by the Owners. Two members of the Board of Directors shall be elected for two-year terms and one member 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 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 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 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 shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he 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 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 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 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 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 Tooele 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 his Lot 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, 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 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.

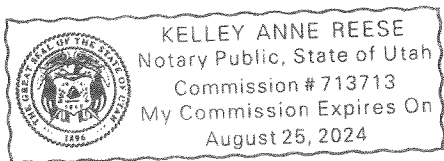
Dated this 3 day of May, 2024.

WESTERN ACRES OWNERS ASSOCIATION,
a Utah nonprofit corporation

By: [Signature]
Title: President
Name: Krisel Travis

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

The foregoing copy of the Amended and Restated Bylaws of Western Acres Owners Association was acknowledged before me this 3 day of May, 2024, by Krisel Travis in such person's capacity as the President of Western Acres Owners Association, a Utah nonprofit corporation.



[Signature]
NOTARY PUBLIC