

Ent 515591 Bk 1398 Pg 1296-1316
Date: 23-FEB-2022 2:04:53PM
Fee: \$550.00 Check Filed By: TC
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: THE CROSSINGS 78B LLC

AMENDED BYLAWS
OF
THE CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC.
A Non-Profit Corporation

Recorded on the Property known as The Crossings at Lake Creek,
as more particularly defined on Exhibit A.

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE I – NAME AND DESIGNATED PLACE OF BUSINESS | 1 |
| 1.01. Name | 1 |
| 1.02. Offices | 1 |
| ARTICLE II – DEFINITIONS | 1 |
| 2.01. Definitions | 1 |
| ARTICLE III – MEMBERS | 1 |
| 3.01. Annual Meetings | 1 |
| 3.02. Special Meetings | 2 |
| 3.03. Place of Meetings | 2 |
| 3.03. Notice of Meetings | 2 |
| 3.05. Members of Record | 2 |
| 3.06. Quorum | 2 |
| 3.07. Proxies | 3 |
| 3.08. Votes | 3 |
| 3.09. Waiver of Irregularities | 3 |
| 3.10. Consent by Members | 3 |
| ARTICLE IV – MANAGEMENT BOARD | 4 |
| 4.01. General Powers | 4 |
| 4.03. Declarant Control Period | 4 |
| 4.03. Number, Tenure and Qualifications | 4 |
| 4.04. Regular Meetings | 5 |
| 4.05. Special Meetings | 5 |
| 4.06. Quorum and Manner of Acting | 5 |
| 4.07. Compensation | 5 |
| 4.08. Resignation and Removal | 5 |
| 4.09. Vacancies | 5 |
| 4.10. Consent by Board Members | 6 |
| 0 – OFFICERS | 6 |
| 0. Number | 6 |
| 0. Election, Tenure and Qualifications | 6 |
| 0. Subordinate Officers | 6 |
| 5.04. Resignation and Removal | 6 |
| 5.05. Vacancies | 6 |
| 5.06. The Chairman | 7 |

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 5.07. The Vice-Chairman | 7 |
| 5.08. The Secretary..... | 7 |
| 5.09. The Treasurer | 7 |
| 5.10. Compensation..... | 7 |
| 0 – COMMITTEES..... | 7 |
| 0. Designation of Committees..... | 7 |
| 6.02. Proceedings of Committees..... | 8 |
| 0. Quorum and Manner of Acting | 8 |
| 6.04. Resignation and Removal..... | 8 |
| 6.05. Vacancies | 8 |
| 0 – LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS..... | 8 |
| 7.01. No Liability | 8 |
| 7.02. Indemnification of Directors and Officers | 9 |
| 7.03. Other Rights | 9 |
| 7.04. Board Members' Immunity | 9 |
| 7.05. Advances | 9 |
| 7.06. Insurance | 10 |
| 7.07. Fidelity Bonds | 10 |
| 7.08. Payments and Premiums | 10 |
| 0 – | |
| FISCAL YEAR AND SEAL..... | 10 |
| 8.01. Fiscal Year..... | 10 |
| 8.02. Seal | 10 |
| 0 – RULES AND REGULATIONS..... | 10 |
| 0. Rules and Regulations..... | 10 |
| ARTICLE X – AMENDMENT | 10 |
| 10.01. Amendments..... | 10 |

AMENDED BYLAWS
OF
THE CROSSINGS AT LAKE CREEK HOME OWNERS ASSOCIATION, INC.
A Utah Non-Profit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act and the Community Association Act (the "Act"), the Declarant, acting as the Management Board of The Crossings at Lake Creek Home Owners Association, Inc., a Utah non-profit corporation, hereby adopts the following Amended Bylaws for such non-profit corporation.

ARTICLE I

NAME AND DESIGNATED PLACE OF BUSINESS

1.01. Name. The name of the non-profit corporation is "The Crossings at Lake Creek Home Owners Association, Inc.," hereinafter referred to as the "Association".

1.02. Offices. The initial principal offices of the Association shall be located at 124 S. 600 E., Suite 300, Salt Lake City, Utah 84102. At such time as the location of the principal office changes, the new address shall be updated with the Utah Department of Commerce.

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Amended Master Declaration of Covenants, Conditions and Restrictions recorded February 27, 2015, which amended the original filings dated and recorded March 30, 2005 as Entry 281254 at Book 743 Pages 753-803, as well as a filing dated December 1, 2005, and recorded December 2, 2005 as Entry 293151 at Book 810 Pages 115-164, and which may be further amended, is hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01. Annual Meetings. After the Declarant Control Period ends, (and during the Declarant Control Period, if any such meetings are held), the annual meeting of members shall be held in February of each year, for the purpose of electing or appointing and/or announcing members of the Management Board ("Board Members") and/or transacting such other business as may come before the meeting. If the election of Board Members shall not be held in the month designated herein for the annual meeting of the members, or at any adjournment thereof, the Management Board shall cause the election to be held at a special meeting of the members to

be convened as soon thereafter as may be convenient. The Management Board may from time to time by resolution change the date and time for the annual meeting of the members.

3.02. Special Meetings. Special meetings of the members may be called by the Management Board, or upon the written request of members holding not less than thirty-five percent (35%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and which is to be delivered to the Management Board.

3.03. Place of Meetings. The Management Board may designate any place in Wasatch or Salt Lake County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Management Board. A waiver of notice signed by all members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association. In addition, meetings may be held virtually by the consent of a majority of the Members.

3.04. Notice of Meetings. The Management Board shall cause a final written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than forty-five (45) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her registered address, with first-class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit address shall be deemed to be his or her registered address for purposes of notice hereunder. In the case of multiple Owners per Lot or Townhome, the notice shall be sent to the registered address of the Owner first appearing in an alphabetical list of the Owners. The dissemination of the notice to all multiple Owners from the registered address is the responsibility of the Owners not the Association.

3.05. Members of Record. Upon purchasing a Lot or a Town Home in the Project, each Owner shall promptly furnish to the Association a copy of the recorded deed by which ownership of such Lot or Town Home has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Board may designate a record date, which shall not be more than twenty (20) nor less than ten (10) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association—in a form to be determined by the Management Board from time-to-time—on such record date as the Owners of record of Lots or Town Homes in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members. Each Owner shall be entitled to the number of votes equivalent to the number of Lots owned. In other words, one vote per Lot.

3.06. Quorum. At any meeting of the members, the members present in person and/or by proxy shall constitute a quorum for the transaction of business.

3.07. Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only when the proxy instrument authorizing such proxy to act shall have been executed in writing on the form prepared and/or approved by the Management Board. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at or before the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. Votes granted by proxy to the "Management Board" or to the "Association," without identifying or designating an individual, shall be divided equally among the Board Members present at the meeting and entitled to vote.

3.08. Votes. With respect to each matter submitted to a vote of the members, each Owner entitled to vote at the meeting shall have the right to cast, in person, or by proxy, one (1) vote per recorded Lot or Town Home. The association may permit to vote by mail as outlined in the Utah Non-Profit Act. The total number of votes of all members, after final recording of all lots within the Crossings is currently contemplated to be five hundred and thirty-eight (538); however this number is subject to fluctuation due to the potential for annexing additional property and/or redesigning the plat(s) and in the event of such fluctuation the total number of votes of the members shall be adjusted accordingly. If only one of the multiple Owners of a Lot or Town Home is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Lot or Town Home. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. For Lots with multiple Owners, in the event there is no majority consensus among the Owners, then no vote will be counted. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot or Town Home. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. Elections of Board Members shall be conducted by straight voting, with each member entitled to cast their total number of votes for one candidate.

3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

3.10. Consent by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed and dated by the members holding two-thirds (2/3) of the votes entitled to vote with respect to the subject matter thereof. Any such consent by members must comply with applicable notice and procedural requirements of the Act.

ARTICLE IV

MANAGEMENT BOARD

4.01. General Powers. The property, affairs and business of the Association shall be managed by its Board of Trustees which shall be known as the Management Board and individual members of the Management Board shall be known as "Board Members". The Management Board may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, or the Bylaws, or by the Declaration vested solely in the members. The Management Board may, by written contract, delegate in whole or in part, to a professional management organization and/or person(s) such of its duties, responsibilities, functions and powers as are properly delegable.

4.02. Declarant Control Period. Until the termination of the Declarant Control Period, the Management Board has limited powers as set out in the CC&Rs.

4.03. Number, Tenure and Qualifications. After the Declarant Control Period, the number of members of the Management Board of the Association shall be not less than three (3) nor more than five (5), as defined by resolution of the Board. Each Board Member shall serve for a term of two (2) years or until resignation or termination. The number of members during the Declarant Control Period shall be five (5). At each annual meeting of the Association, following the end of the Declarant Control Period, the members of the Association shall elect, in accordance with these Bylaws and the Declaration, a number of Board Members equal to the number of Board Member(s) whose term is expiring. At the expiration of the terms of office of all Board Members, successors shall be elected to serve for a term of two (2) years. No election of Board Members shall be necessary during the Declarant Control Period when all Board Members will be appointed by the Declarant.

Notwithstanding the foregoing, at the initial election of members following the end of the Declarant Control Period, the Board Members shall be elected for three-, two-, and one-year terms to create a staggered election cycle. If more than three Board Members will be elected, two Board Members will be elected to the two-year term and then two Board Members to the one-year term. The recipient of the highest number of votes will be elected for a three-year term, the next highest vote recipient(s) will be elected for a two-year term, and the remaining vote recipient(s) for the one-year term. If one or more Board Members in the initial election are elected by the same number of votes, the length of terms shall be determined by a public coin toss, draw, or other method of chance.

The Management Board Chairman shall be determined at the initial election as the person with the maximum number of votes. Thereafter, the Chairman shall be voted upon by the Management Board at the first regular Management Board meeting following the election.

4.04 Regular Meetings. The Management Board may provide by resolution the time and place, within Wasatch or Salt Lake County, State of Utah, for the holding of such regular meetings without other notice than such resolution. With the written consent of the majority of the Board Members, a meeting may be held virtually. Further, votes may be taken by mail or electronic means (e.g. email).

4.05. Special Meetings. Special meetings of the Management Board may be called by the Management Board Chairman or at the request of any two (2) Board Members. The person or persons authorized to call special meetings of the Management Board may fix any place, within Wasatch County, State of Utah, as the place for holding any special meeting of the Management Board called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Board member at his or her registered address, by email, or any other electronic transmission that has been previously approved by the Management Board (e.g. facsimile). If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any Board member may waive notice of a meeting.

4.06. Quorum and Manner of Acting. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Management Board. The act of a majority of the Board Members present at any meeting at which a quorum is present shall be the act of the Management Board. The Board Members shall act only as a Board, and individual Board Members shall have no powers as such.

4.07. Compensation. Board Members shall receive no compensation for any services that he or she may render to the Association as a Board Member; provided, however, that Board Members may be reimbursed for expenses incurred in performance of their duties as Board Members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Board Members.

4.08. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the Management Board Chairman or the Management Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. An automatic termination occurs at the time a Board Member no longer has an ownership interest in the community. Any Board Member may be removed at any time, for or without cause, by the affirmative vote of sixty percent (60%) of the total votes of the Association at a special meeting of the members duly called for such purpose or at the annual meeting of members.

4.09. Vacancies. If vacancies shall occur in the Management Board by reason of the death or the resignation of a Board Member or the Board Member no longer having an ownership interest in the community, or if the authorized number of Board Members shall be increased, the Board Members shall continue to act to fill such vacancies or newly-created positions by a vote of the Board Members then in office, in any way approved by such Board Members at the meeting. Any vacancies in the Management Board occurring by reason of the members' removal of a Board Member may be filled by election by the members at the meeting at which such Board member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or until the next Annual Meeting per Section 3.01—when the Association can elect a new Board Member—whichever comes first.

4.10. Consent by Board Members. Any action that is required or permitted to be taken at a meeting of the Management Board, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of the Board Members.

ARTICLE V

OFFICERS

5.01. Number. The officers of the Association shall be members of the Board and shall consist of a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Management Board. The same individual may simultaneously hold more than one office.

5.02. Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Board, annually at the first regular meeting of the Management Board following the annual meeting of members. In the event of failure to choose officers at such meeting of the Management Board, officers may be chosen at any regular or special meeting of the Management Board. Each such officer shall hold his or her office until the next ensuing regular annual meeting of the Management Board and until his or her successor shall have been chosen, or until his or her death, or until his or her resignation or removal in the manner provided in these Bylaws, whichever first occurs. If the offices of Chairman, Vice Chairman, and Secretary are vacant for any reason, the duties associated therewith shall be imputed to the Management Board with the most senior (as measured by election date) Board Member acting as Chairman, second most senior as Vice Chairman, and next most senior as Secretary; and in such instance Board Members shall fill the vacancy until the Board Members vote upon a replacement and such replacement accepts the responsibility to fill the vacant office.

5.03. Subordinate Officers. The Management Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be Board Members.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the Chairman or the Management Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the unanimous vote of the remaining members of the Management Board at any time, for or without cause.

5.05 Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly-created offices may be filled by the Management Board at any regular or special meeting.

5.06 The Chairman. The Chairman shall preside at meetings of the Management Board and at meetings of the members. He or she shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things the Management Board may require of him or her.

5.07 The Vice-Chairman. The Vice-Chairman shall take the place of the Chairman and perform his or her duties whenever the Chairman is absent or unable to act. If neither the Chairman nor the Vice-Chairman is able to act, the Management Board shall appoint some other

member of the Management Board to act in the place of the Chairman, on an interim basis. The Vice-Chairman shall also perform such other duties as shall from time to time be imposed upon him or her by the Management Board or by the Chairman.

5.08 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Management Board may require him or her to keep. He or she shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He or she shall perform such other duties as the Management Board may require of him or her.

5.09 The Treasurer. The Treasurer shall have control of the funds of the Association and may have custody of the funds of the Association, subject to the action of the Management Board, and shall, when requested by the Chairman to so do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Management Board. He or she shall perform such other duties as the Management Board may require of him or her. Written authorization from two members of the Management Board shall be required for all transactions that exceed the sum of Five Hundred Dollars (\$500.00).

5.10 Compensation. No officer, EXCEPT FOR WORK FOR THE ACC, shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01 Designation of Committees. The Management Board (and the Declarant during the Declarant Control Period) may from time to time by resolution designate such supporting committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) supporting board members. Unless provided for in the Master Declaration of Covenants, Conditions, and Restrictions, as may be amended from time to time, no supporting committee member shall receive compensation for services that he or she may render to the Association as a supporting committee member; provided, however, that supporting committee members may be reimbursed for expenses incurred in performance of their duties as supporting committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as supporting committee members. The Management Board may delegate authority to such subcommittee to act on behalf of the Management Board provided such delegation is made in writing. The Management Board reserves the right in its sole discretion at all times—and despite any writing to the contrary—to immediately revoke any such delegation of authority and to create, disband, vacate any position of, and appoint members to any subcommittee. Members of subcommittee shall not have the authority to appoint additional members to any subcommittee unless explicitly authorized to do so by the Management Board.

6.02 Proceedings of Committees. Each supporting committee designated hereunder by the Management Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such supporting committee may from time to time determine. Each such supporting committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Board.

6.03 Quorum and Manner of Acting. At each meeting of any supporting committee designated hereunder by the Management Board, the presence of members constituting a majority of the authorized membership of such supporting committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such supporting committee. The members of any committee designated by the Management Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any supporting committee designated hereunder by the Management Board may resign at any time by delivering a written resignation either to the Chairman, the Management Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any supporting committee designated by the Management Board hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Board.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.01 No Liability. Members of the Management Board and officers of the Association are not personally liable to the Association or its members for civil claims arising from acts or omissions made in the performance of their duties as Board Members or officers unless the acts or omissions are the result of intentional misconduct.

7.02 Indemnification of Directors and Officers. No Board Member, officer, employee or agent of the Association shall be personally liable for any obligations of the Association or for any duties or obligations of the Association arising out of any acts or conduct of the committee member, officer, employee or agent performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person and his or her heirs and administrators who shall serve at any time hereafter as a Board Member, officer, employee or agent of the Association from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of their having heretofore or hereafter been a Board Member or officer of the Association, or by reason of any action alleged to have heretofore or hereafter been taken or omitted to have been taken by him or her as such Board Member, officer, employee or agent and shall reimburse each such person for all legal and other

expenses reasonably incurred by him or her in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of Utah law; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of their own gross negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which the person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Association, its Board Members, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

7.03 Other Rights. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Board Members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Board Member, officer, employee or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

7.04 Board Members' Immunity. The liability of a Board Member or supporting committee member to the Association or its members for monetary damages due to a breach of fiduciary duty is eliminated. However, there shall be liability: (a) for any breach of a Board Member's or supporting community member's duty of loyalty to the Association or its members; (b) for any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) for any transaction from which the Board Member or supporting community member derived an improper personal benefit.

7.05 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Management Board and upon receipt of an undertaking by or on behalf of the Board Member, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article.

7.06 Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

7.07 Fidelity Bonds. Board Members may be covered by fidelity bonds at the discretion of the Management Board.

7.08 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the common operating fund of the Association.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December next following.

8.02 Seal. The Management Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of incorporation, and the words "The Crossings at Lake Creek Home Owners Association, Inc. Corporate Seal."

ARTICLE IX

RULES AND REGULATIONS

9.01 Rules and Regulations. The Management Board may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Management Board, and with copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENT

10.01. Amendments. These Bylaws may be modified or amended unilaterally by the Declarant at any time prior to the termination of the Declarant Control Period; thereafter these Bylaws may be modified by the affirmative vote or written consent, or any combination thereof, of the majority of the members of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set her hands this 25th day of September, 2020.



THE CROSSINGS AT LAKE CREEK
HOMEOWNERS ASSOCIATION, INC.

By: Wasatch Communities, Inc.

Declarant and Chairman

By: Tracey M. Cannon

Its: President

STATE OF UTAH)
 : ss.
COUNTY OF)

On the 25th day of September, 2020, personally appeared before me Tracey M. Cannon, President of Wasatch Communities, Inc., the Declarant and Chairman of The Crossings at Lake Creek Home Owners Association, Inc., who duly acknowledged to me that she executed the same.

Ciera Trujillo-Barrow

NOTARY PUBLIC

My Commission Expires: 9.10.2022

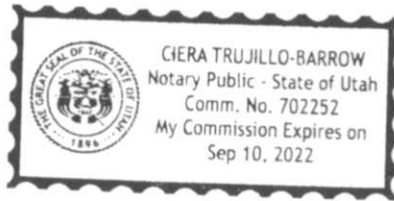


EXHIBIT A

Property Description

Parcel 1: The Crossings at Lake Creek Phase 1

A parcel of land located in the Southwest Quarter of Section 34, Township 3 South and the North Half of Section 3, Township 4 South all in Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah described as follows:

BEGINNING at a point on the east line of that property described as Parcel 1, in Book 394 at Page 187 of the Wasatch County records, said property also described as Cannon Parcel #1 on record of survey map filed October 10, 1995 as Map OWC-045-003-4-0424 of said records, said point being West 6.69 feet from a Wasatch County reference monument, said Wasatch County reference monument being the North Quarter Corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian according to State Coordinate & Dependent Resurvey of Portions of Township 4 South, Range 5 East, Salt Lake Base and Meridian, filed April 21, 1998 as Map OWC-045-001-0-0734 of said records, said Wasatch County reference monument being South 89°48'13" West 2660.72 feet from the Northeast Corner of said Section 3 as re-established per said Dependent Resurvey, and running thence along the east line of said property South 00°10'58" West 694.43 feet; thence along an existing fence as described in that Boundary Line Agreement recorded in Book 681 at Page 10 of said records and the east line of said property South 00°03'02" West 640.01 feet; thence along said fence and the north line of that property described as Parcel 1, in Book 306 at Page 310 of said records South 88°44'46" East 1,037.75 feet; thence along the north line of said property South 89°02'56" East 436.10 feet to the northwest corner of that property described as parcel 1 in Book 449 at Page 205 of said records; thence along the north line of said property North 89°41'24" East 1,198.84 feet; thence along the east line of said property South 00°05'29" East 370.26 feet; thence along the south line of said property South 89°56'57" West 1.19 feet to the northeast corner of said property described in Book 306 at Page 310; thence along the east line of said property South 00°03'08" East 454.36 feet to the southeast corner of said property; thence along the southerly boundary of said property the following four courses: West 203.73 feet, North 124.00 feet, West 275.00 feet, and South 323.76 feet; thence South 56°57'01" West 172.79 feet to said southerly boundary; thence along said southerly boundary West 464.12 feet; thence North 61°48'45" West 493.96 feet; thence North 19°29'15" East 317.65 feet; thence Northerly 339.97 feet along a 360.00 foot radius curve to the left through a central angle of 54°06'26" and a long chord of North 07°33'58" West 327.47 feet; thence South 55°22'49" West 75.00 feet; thence Northwesterly 248.92 feet along a 285.00 foot radius non-tangent curve to the left through a central angle of 50°02'35" and a long chord of North 59°38'29" West 241.09 feet; thence North 84°39'47" West 37.66 feet; thence Westerly 193.15 feet along a 855.00 foot radius curve to the left through a central angle of 12°56'38" and a long chord of South 88°51'55" West 192.74 feet; thence South 82°23'36" West 137.48 feet; thence Westerly 224.00 feet along a 605.00 foot radius curve to the left through a central angle of 21°12'48" and a long chord of South 71°47'12" West 222.72 feet; thence Southwesterly 78.98 feet along a 745.00 foot radius reverse curve to the right through a central angle of 06°04'27" and a long chord of South 64°13'01" West 78.94 feet; thence North 19°47'58" East 20.54 feet; thence Westerly 250.47 feet along a 730.00 foot radius non-tangent curve to the right through a central angle of 19°39'30" and a long chord of South 75°59'36" West 249.24 feet; thence Southwesterly 37.45 feet along a 25.00 foot radius reverse curve to the left through a central angle of 85°49'21" and a long chord of South 42°54'40" West 34.04 feet; thence West 60.00 feet; thence Northwesterly 37.45 feet along a 25.00 foot radius non-tangent curve to the left through a central angle of 85°49'21" and a long chord of North 42°54'40" West 34.04 feet; thence Westerly 114.44 feet along a 730.00 foot radius reverse curve to the right through a central angle of 08°58'56" and a long chord of North 81°19'53" West 114.32 feet; thence North 76°50'25" West 14.83 feet; thence South 360.52 feet; thence South 04°38'27" East 537.76 feet; thence South 71°20'20" West 439.15

feet; thence North 34°14'12" West 120.61 feet; thence North 32°21'38" East 195.74 feet; thence North 17°36'19" East 113.09 feet; thence North 08°27'54" East 280.90 feet; thence North 247.31 feet; thence North 19°27'12" West 208.11 feet; thence Southwesterly 169.20 feet along a 1,030.00 foot radius non-tangent curve to the right through a central angle of 09°24'43" and a long chord of South 57°54'41" West 169.00 feet; thence North 27°22'58" West 140.44 feet to an existing wooden fence corner as described in that Boundary Line Agreement recorded in Book 616 at Page 172 of said records; thence leaving said fence North 00°10'01" West 1,555.10 feet; thence along an existing wooden fence as described in said Boundary Line Agreement North 00°02'03" West 372.33 feet; to the southerly right-of-way line of Project No. CR 184(1) Lake Creek Road as shown on the Wasatch County Collector Road Construction Program Drawings dated June 1974 and described in Book 93 at Page 179 of said records; thence along said southerly right-of-way line South 87°14'44" East 331.06 feet; thence along said southerly right-of-way line Easterly 387.95 feet along a 1,061.71 foot radius curve to the right through a central angle of 20°56'10" and a long chord of South 76°46'39" East 385.80 feet; thence along said southerly right-of-way line South 66°18'34" East 15.90 feet; thence along the east line of said property South 00°07'31" West 226.28 feet to the POINT OF BEGINNING.

Containing 3,440,548 square feet or 78.984 acres.

**Parcel 2:
The Crossings At Lake Creek Phase 4**

A parcel of land platted as a portion of a "Master Planned Residential Development" called "The Crossings At Lake Creek", located in Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point which is South 89°48'30" West 125.15 feet along the Section line and South 2780.75 feet from the monument marking the North Quarter Corner of said Section 3; and running thence North 04°38'27" West 740.35 feet; thence North 360.52 feet to a point on the South line of Country Crossing Road; thence South 76°50'25" East 14.83 feet along said line to a point of curvature with a 730.00 foot radius curve to the left (chord bearing South 81°19'53" East 114.32 feet); thence Southeasterly 114.44 feet along the arc of said curve through a central angle of 8°58'56" to a point of reverse curvature with a 25.00 foot radius curve to the right (chord bearing South 42°54'41" East 34.04 feet); thence Southeasterly 37.45 feet along the arc of said curve through a central angle of 85°49'21"; thence East 60.00 feet to a point of non-tangency with a 25.00 foot radius curve to the right (chord bearing North 42°54'40" East 34.04 feet); thence Northeasterly 37.45 feet along the arc of said curve through a central angle of 85°49'21" to a point of reverse curvature with a 730.00 foot radius curve to the left (chord bearing North 75°41'32" East 256.79 feet); thence Easterly along the arc of said curve 258.13 feet through a central angle of 20°15'37"; thence along a line radial to said curve South 24°26'16" East 134.51 feet; thence South 62°31'40" West 163.71 feet; thence South 03°15'04" East 860.31 feet; thence South 53°03'54" East 133.18 feet; thence South 28°55'50" West 401.56 feet; thence North 61°04'10" West 102.79 feet; thence North 47°45'45" West 112.16 feet; thence North 33°44'56" West 132.06 feet; thence North 23°03'59" West 121.92 feet to the point of beginning.

Containing 12.616 acres, 26 lots

**Parcel 3:
The Crossings at Lake Creek Phase 13 & 14**

A Parcel of land located in the East Half of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point on the easterly boundary line of The Crossings at Lake Creek Phase 4 and on the southerly line of The Crossings at Lake Creek Phase 1 which is South 00°03'35" West 1653.21 feet along the center of section line and South 89°56'25" East 305.52 feet from the North Quarter Corner of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian (basis of bearings being South 89°48'35" West 2660.60 feet between the Northwest Corner and the North Quarter Corner of Section said Section 3), said point also being a point on a 745.00 foot radius curve to the left, and running thence along said Phase 1 boundary line the following ten (10) calls: 1) 56.97 feet along the arc of said curve through a central angle of 04°22'53" (chord bears North 63°22'15" East 56.96 feet) to a point on a 605.00 foot radius curve to the right; 2) 224.00 feet along the arc of said curve through a central angle of 21°12'48" (chord bears North 71°47'12" East 222.72 feet); 3) North 82°23'36" East 137.48 feet to a point on a 855.00 foot radius curve to the right; 4) 193.15 feet along the arc of said curve through a central angle of 12°56'38" (chord bears North 88°51'55" East 192.74 feet); 5) South 84°39'47" East 37.66 feet to a point on a 285.00 foot radius curve to the right; 6) 248.92 feet along the arc of said curve through a central angle of 50°02'35" (chord bears South 59°38'29" East 241.09 feet); 7) North 55°22'49" East 75.00 feet to a point on a 360.00 foot radius non-tangent curve to the right; 8) 339.97 feet along the arc of said curve through a central angle of 54°06'26" (chord bears South 07°33'58" East 327.47 feet); 9) South 19°29'15" West 317.65 feet; 10) South 61°48'45" East 493.99 feet; thence leaving said Subdivision South 843.13 feet; thence North 89°40'02" West 252.88 feet; thence South 00°09'02" West 177.36 feet; thence North 85°44'58" West 183.01 feet; thence North 75°29'43" West 168.48 feet; thence North 70°38'47" West 206.07 feet; thence North 65°42'42" West 261.49 feet; thence North 83°11'00" West 176.92 feet; thence North 60°00'17" West 229.39 feet to the Northerly boundary corner of The Crossings at Lake Creek Phase 4 Subdivision as recorded in the Wasatch County Recorder's Office; thence along said Subdivision boundary the following five (5) courses: 1) North 28°55'50" East 401.56 feet; 2) North 53°03'54" West 133.18 feet; 3) North 03°15'04" West 860.31 feet; 4) North 62°31'40" East 163.71 feet; 5) North 24°26'16" West 119.51 feet to the point of beginning.

Contains 2,063,519 square feet, or 47.372 Acres.

**Parcel 4:
THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A**

A parcel of land platted as a portion of a Master Planned Residential Development called "The Crossings at Lake Creek", located in Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

BEGINNING at a point South 89°48'35" West 905.43 feet along the north line of said Section 3 and South 4465.75 feet from the North Quarter Corner of said Section 3 (basis of bearings being South 89°48'35" West 2660.60 feet measured between the North Quarter Corner and the Northwest Corner of said Section 3), and running thence South 09°21'11" West 61.77 feet; thence South 421.42 feet to the Northerly line of that certain Property recorded as Bk 369, Pg 22 in the Wasatch County Recorder's Office; thence along said property line the following two (2) calls: 1) North 89°48'40" West 236.00 feet; 2) South 348.82 feet to a point on the North right-of-way line of 1200 South Street; thence along said right-of-way line North 89°49'33" West 965.70 feet;

thence North 02°38'40" East 14.46 feet to a point of tangency with a 174.96 foot radius curve to the left; thence Northerly 18.25 feet along the arc of said curve through a central angle of 05°58'34" (chord bears North 00°20'37" West 18.24 feet); thence South 89°49'30" East 318.23 feet; thence North 80°46'43" East 95.28 feet; thence North 00°11'20" East 77.42 feet to a point on a 25.00 foot radius non-tangent curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 04°57'09" East 60.21 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 150.00 feet to a point of tangency with a 25.00 foot radius curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 00°11'20" East 60.00 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 152.50 feet to a point of tangency with a 25.00 foot radius curve to the left; thence northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°48'40" West 35.36 feet); thence North 00°11'20" East 60.00 feet to a point on a 25.00 foot radius non-tangent curve to the left (radius point bears North 00°11'20" East); thence northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 45°11'20" East 35.36 feet); thence North 00°11'20" East 49.34 feet to a point of tangency with a 487.50 foot radius curve to the right; thence northerly 30.02 feet along the arc of said curve through a central angle of 03°31'42" (chord bears North 01°57'11" East 30.02 feet); thence South 86°16'59" East 151.86 feet; thence South 89°48'40" East 472.55 feet to a point on a 355.00 foot radius non-tangent curve to the right (radius point bears South 89°00'41" East); thence northerly 10.39 feet along the arc of said curve through a central angle of 01°40'36" (chord bears North 01°49'37" East 10.39 feet); thence South 87°20'00" East 166.13 feet to the POINT OF BEGINNING.

Containing 588,288 square feet or 13.505 acres.

Parcel 5: CROSSINGS AT LAKE CREEK PHASE 7B and 8B

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Westerly line of THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A, according to the Official Plat thereof recorded March 23, 2007 as Entry No. 317573 in Book 935 at Page 1360 of the Official Records of Wasatch County, located S89°48'35"W along the Section line 1,697.61 feet and South 4,721.24 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence along said plat the following thirteen (13) courses: 1) S00°11'20"W 74.96 feet; 2) along the arc of a curve to the right having a radius of 25.00 a distance of 39.28 feet through a central angle of 90°00'54" Chord: S45°11'20"W 35.36 feet; 3) S00°11'20"W 60.00 feet; 4) Southeasterly along the arc of a non-tangent curve to the right having a radius of 25.00 feet (radius bears: S00°10'53"W) a distance of 39.28 feet through a central angle of 90°00'54" Chord: S44°48'40"E 35.36 feet; 5) S00°11'20"W 150.00 feet; 6) along the arc of a curve to the right having a radius of 25.00 feet a distance of 39.28 feet through a central angle of 90°00'54" Chord: S45°11'20"W 35.36 feet; 7) S04°57'09"W 60.22 feet; 8) thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 25.00 feet (radius bears: S00°10'50"W) a distance of 39.27 feet through a central angle of 89°59'53" Chord: S44°49'13"E 35.36 feet; 9) S00°11'20"W 77.42 feet; 10) S80°46'43"W 95.28 feet; 11) N89°49'30"W 318.23 feet; 12) along the arc of a curve to the right having a radius of 174.96 a distance of 18.25 feet through a central angle of 05°58'33" Chord: S00°20'37"E 18.24 feet; 13) S02°38'40"W 14.49' to the Northerly right-of-way line of 1200 South Street; thence along said right-of-way N89°49'30"W 39.97 feet to the centerline of a canal; thence Northerly along the centerline of a canal the following eleven (11) courses: 1) N02°38'40"E 16.19'; 2) along the arc of a curve to the left having a radius of 134.96 feet a distance of 37.91 feet through a central angle of 16°05'39" Chord: N05°24'09"W 37.79 feet; 3) N13°26'59"W 153.35 feet; 4) Northerly along the arc of a non-tangent curve to the right having a radius of 132.34 feet (radius bears: N76°33'09"E) a distance of 71.63 feet through a central angle of 31°00'42" Chord: N02°03'30"E 70.76 feet; 5) N17°33'51"E 265.99 feet; 6) along the arc of a curve to the right with a radius of 746.37 feet a

distance of 77.23 feet through a central angle of 05°55'43" Chord: N20°31'42"E 77.20 feet; 7) N23°29'34"E 79.90 feet; 8) Northerly along the arc of a non-tangent curve to the left having a radius of 89.40 feet (radius bears: N66°30'19"W) a distance of 64.60 feet through a central angle of 41°24'06" Chord: N02°47'38"E 63.20 feet; 9) N17°54'25"W 162.12 feet; 10) Northerly along the arc of a non-tangent curve to the right having a radius of 292.30 feet (radius bears: N72°05'34"E) a distance of 143.39 feet through a central angle of 28°06'25" Chord: N03°51'13"W 141.96 feet; 11) N10°12'01"E 257.54 feet to the Southerly line of that Real Property described in Deed Entry No. 417564 of the Official Records of Wasatch County; thence N89°59'59"E along said deed 40.63 feet to the Westerly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County; thence along said deed the following eight (8) courses: 1) S10°11'51"W 264.73 feet; 2) Southerly along the arc of a non-tangent curve to the left having a radius of 252.30 feet (radius bears: S79°48'01"E) a distance of 123.77 feet through a central angle of 28°06'25" Chord: S03°51'13"E 122.53 feet; 3) S17°54'25"E 162.12 feet; 4) along the arc of a curve to the right with a radius of 129.40 feet a distance of 93.50 feet through a central angle of 41°24'06" Chord: S02°47'38"W 91.48 feet; 5) S23°29'34"W 26.56 feet; 6) S66°30'26"E 138.35 feet; 7) S82°48'03"E 60.79 feet; 8) S89°48'40"E 142.99 feet to the point of beginning.

Contains: 6.44 acres+/-

Parcel 6: CROSSINGS AT LAKE CREEK PHASE 2A

A portion of the SW1/4 and SE1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W 331.06 feet; thence South 3,587.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S00°22'08"W 477.45 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 570.00 feet (radius bears: N10°00'38"W) a distance of 14.22 feet through a central angle of 01°25'44" Chord: N79°16'30"E 14.21 feet; thence N78°33'41"E 212.10 feet; thence along the arc of a curve to the right having a radius of 1,030.00 feet a distance of 256.55 feet through a central angle of 14°16'16" Chord: N85°41'46"E 255.89 feet; thence S87°10'06"E 320.28 feet; thence along the arc of a curve to the left with a radius of 220.00 feet a distance of 99.39 feet through a central angle of 25°53'02" Chord: N79°53'23"E 98.54 feet; thence N66°56'48"E 143.43 feet; thence along the arc of a curve to the right having a radius of 162.00 feet a distance of 65.63 feet through a central angle of 23°12'48" Chord: N78°33'16"E 65.19 feet; thence S89°50'20"E 26.61 feet; thence along the arc of a curve to the left with a radius of 25.00 feet a distance of 38.68 feet through a central angle of 88°39'12" Chord: N45°50'04"E 34.94 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1,155.00 feet a distance of 361.06 feet through a central angle of 17°54'40" Chord: N10°27'47"E 359.59 feet; thence N19°21'36"E 141.33 feet to the southeast corner of Lot 1315, CROSSINGS AT LAKE CREEK PHASE 14, according to the Official Plat thereof on file in the Office of the Wasatch County Recorder; thence S70°38'47"E along said plat 60.00 feet; thence S19°21'36"W 141.36 feet; thence along a curve to the left with a radius of 1095.01 feet a distance of 341.74 feet through a central angle of 17°52'52" Chord: S10°28'47"W 340.35 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 25.00 a distance of 39.37 feet through a central angle of 90°14'06" Chord: S43°42'33"E 35.43 feet; thence S88°47'59"E 3.46 feet; thence S00°09'40"W 60.00 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 25.00 feet (radius bears: S00°09'40"W) a distance of 41.24 feet through a central angle of 94°30'59" Chord: S42°54'11"W 36.72 feet; thence S85°38'39"W 60.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 1,155.01 feet (radius bears: N85°38'47"E) a distance of 10.47 feet through a central angle of 00°31'09" Chord: N04°05'39"W 10.47 feet to a point of compound curvature; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 37.53 feet through a central angle of 86°00'10" Chord: N46°50'15"W 34.10 feet; thence N89°50'20"W 29.15 feet; thence along the arc of a curve to the left with a radius of 102.00 feet a distance of 41.33 feet through a central angle of 23°12'48" Chord: S78°33'16"W 41.04 feet; thence S66°56'52"W 143.42 feet; thence along the arc of a curve to the right with a radius of 280.00 feet a distance of 126.49 feet through a central angle of 25°53'02" Chord: S79°53'23"W 125.42 feet; thence N87°10'06"W 320.29 feet; thence along the arc of a curve to the left with a radius of 970.00 feet a distance of 241.60 feet through a central angle of 14°16'16" Chord: S85°41'46"W 240.98 feet; thence S78°33'38"W 212.10 feet; thence along the arc of a curve to the right with a radius of 630.00 feet a distance of 125.78 feet through a central angle of 11°26'22" Chord: S84°16'49"W 125.57 feet;

thence West 138.26 feet; thence along the arc of a curve to the right with a radius of 355.00 feet a distance of 441.80 feet through a central angle of 71°18'16" Chord: N54°20'52"W 413.83 feet; thence N18°41'39"W 74.90 feet; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 46.75 feet through a central angle of 107°09'10" Chord: N72°16'19"W 40.23 feet; thence S54°09'06"W 450.37 feet; thence N35°50'51"W 75.00 feet; thence N54°09'06"E 485.71 feet; thence along the arc of a curve to the right with a radius of 237.50 feet a distance of 8.30 feet through a central angle of 02°00'12" Chord: N55°09'12"E 8.30 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 25.00 feet a distance of 30.48 feet through a central angle of 69°51'24" Chord: N21°13'36"E 28.63 feet; thence N76°46'26"E 60.00 feet; thence S13°41'53"E 40.92 feet; thence along the arc of a non-tangent curve to the left having a radius of 471.00 feet a distance of 36.80 feet through a central angle of 04°28'35" Chord: S15°56'24"E 36.79 feet; thence N61°39'41"E 361.82 feet; thence S89°37'52"E 240.46 feet to the point of beginning.

Contains: 9.54 acres+/-

LESS AND EXCEPTING THE FOLLOWING:

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W 331.07 feet; thence South 3,587.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S00°22'08"W 477.45 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 570.00 feet (radius bears: N10°00'45"W) a distance of 99.59 feet through a central angle of 10°00'39" Chord: S84°59'35"W 99.46 feet; thence West 138.26 feet; thence along the arc of a curve to the right with a radius of 295.00 feet a distance of 367.13 feet through a central angle of 71°18'16" Chord: N54°20'52"W 343.89 feet; thence N18°41'48"W 116.47 feet; thence along the arc of a curve to the right having a radius of 458.00 feet a distance of 5.44 feet through a central angle of 00°40'50" Chord: N18°30'44"W 5.44 feet; thence N61°39'41"E 361.82 feet; thence S89°37'52"E 240.46 feet to the point of beginning.

Contains: 5.02 acres+/-

Parcel 7:

CROSSINGS AT LAKE CREEK PHASE 2B

A portion of the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°48'35"W along the Section line 843.91 feet and South 4,232.06 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence S26°41'21"W 100.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 470.00 feet (radius bears: N26°41'21"E) a distance of 38.70 feet through a central angle of 04°43'05" Chord: S65°40'12"E 38.69 feet; thence S21°58'16"W 138.65 feet to the CROSSINGS AT LAKE CREEK PHASES 7A AND 8A, according to the Official Plat thereof recorded March 23, 2007 as Entry No. 317573 of the Official Records of Wasatch County; thence N87°20'00"W along said plat 166.12 feet to the Northeasterly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County; thence along said deed thence Northerly along the arc of a non-tangent curve to the right having a radius of 355.00 feet (radius bears: S87°20'04"E) a distance of 6.71 feet through a central angle of 01°04'57" Chord: N03°12'25"E 6.71 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 140.00 feet (radius bears: S86°14'32"E) a distance of 54.95 feet through a central angle of 22°29'12" Chord: N15°00'04"E 54.59 feet; then to and along the Northeasterly line of that Real Property described in Deed Entry No. 395906 of the Official Records of Wasatch County the following five (5) courses: (1) N51°20'26"W 112.10 feet; (2) thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 3,014.43 feet (radius bears: N50°09'31"E) a distance of 146.40 feet through a central angle of 02°46'58" Chord: N38°27'00"W 146.39 feet; (3) thence N35°50'54"W 172.02 feet; (4) thence N54°09'06"E 3.09 feet; (5) thence N36°11'16"W 2.50 feet; thence N54°09'05"E 257.72 feet; thence S36°50'38"E 254.21 feet; thence along the arc of a curve to the left with a radius of 370.00 feet a distance of 170.92 feet through a central angle of 26°28'02" Chord: S50°04'38"E 169.40 feet to the point of beginning.

Contains: 3.14 acres+/-

LESS AND EXCEPTING THE FOLLOWING:

COTTAGES AT OLD FARM

A PARCEL OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89°48'35" WEST 1,071.49 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST 4,398.04 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE ARC OF A 140.00 FEET RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S63°45'20"E) 54.95 FEET THROUGH A CENTRAL ANGLE OF 22°29'12" (CHORD: S15°00'04"W 54.59 FEET); THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET (RADIUS BEARS: S86°15'06"E) A DISTANCE OF 6.71 FEET THROUGH A CENTRAL ANGLE OF 01°05'00" (CHORD: S03°12'24"W 6.71 FEET); TO A POINT ON THE NORTH BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 317573 BOOK 935 PAGE 1360-1389; THENCE ALONG THE BOUNDARY OF SAID THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION THE FOLLOWING NINE (9) COURSES: 1) SOUTH 01°49'37" WEST 10.39 FEET; 2) NORTH 89°48'40" WEST 472.55 FEET; 3) NORTH 86°16'59" WEST 151.86 FEET; 4) 30.02 FEET ALONG A 487.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°57'11" WEST 30.02 FEET); 5) SOUTH 00°11'20" WEST 49.34 FEET; 6) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45°11'20" WEST 35.36 FEET); 7) SOUTH 00°11'20" WEST 60.00 FEET; 8) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'40" EAST 35.36 FEET); 9) SOUTH 00°11'20" WEST 77.54 FEET; THENCE LEAVING THE SUBDIVISION BOUNDARY NORTH 89°48'40" WEST 142.99 FEET; THENCE NORTH 82°48'03" WEST 60.79 FEET; THENCE NORTH 66°30'26" WEST 138.35 FEET TO A POINT ON THE EAST LINE OF A 40' EASEMENT ALONG THE TIMPANOGOS CANAL AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 206168 BK 393 PG 309 AND ENTRY 00207864 BK 400 PG 219-226; THENCE ALONG SAID EAST LINE OF SAID 40' EASEMENT THE FOLLOWING FIVE (5) COURSES: 1) NORTH 23°29'34" EAST 26.51 FEET; 2) 93.50 FEET ALONG A 129.40 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 02°47'38" EAST 91.48 FEET); 3) NORTH 17°54'25" WEST 162.12 FEET; 4) 123.77 FEET ALONG A 252.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 03°51'13" WEST 122.53 FEET); 5) NORTH 10°12'06" EAST 276.20 FEET; THENCE LEAVING SAID EAST LINE OF SAID 80' EASEMENT SOUTH 89°56'33" EAST 50.01 FEET; THENCE NORTH 00°09'09" EAST 277.16 FEET; THENCE NORTH 13°53'24" EAST 92 FEET; THENCE SOUTH 76°09'17" EAST 248.75 FEET; THENCE SOUTH 85°48'20" EAST 260.57 FEET; THENCE 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 12°39'30" EAST 306.49 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 35°50'54" EAST 80.00 FEET; THENCE SOUTH 54°09'06" WEST 3.09 FEET; THENCE SOUTH 35°50'54" EAST 172.02 FEET; THENCE 146.40 FEET ALONG A 3014.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 38°27'00" EAST 146.39 FEET); THENCE SOUTH 51°20'53" EAST 112.10 FEET TO THE POINT OF BEGINNING.

CONTAINS: 14.70 ACRES+/-