Recorded at the Request of:
Swain's Creek Pines Lot Owners' Association

Record against the Property
described in Exhibit A

After Recording mail to:
Jenkins Bagley Sperry, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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AMENDED AND RESTATED BYLAWS
OF
SWAIN'S CREEK PINES LOT OWNERS' ASSOCIATION

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AMENDED AND RESTATED BYLAWS
OF
SWAIN'S CREEK PINES LOT OWNERS' ASSOCIATION

ARTICLE I: NAME AND LOCATION

1.01 Name. The name of the Association is SWAIN'S CREEK PINES LOT OWNERS' ASSOCIATION. The Association may be referenced with or without an apostrophe in any of, but not limited to, the following variations: "Swains Creek Pines Lot Owners Association"; "Swain's Creek Pines Lot Owners Association"; "Swains' Creek Pines Lot Owners Association"; "Swains Creek Pines Lot Owner's Association"; "Swain's Creek Pines Lot Owner's Association"; "Swains' Creek Pines Lot Owner's Association"; "Swains Creek Pines Lot Owners' Association"; "Swain's Creek Pines Lot Owners' Association"; and "Swains' Creek Pines Lot Owners' Association." This inclusion is to help ensure recognition of historical references pertaining to the Association.

1.02 Terms Defined in Declaration. Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration.

1.03 Controlling Laws and Instruments. These Bylaws are subject to the Utah Revised Nonprofit Corporation Act (Utah Code §§ 16-6a-101 et seq.) (the "Nonprofit Act") and the Community Association Act (Utah Code §§ 57-8a-101 et seq.) (the "Association Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association (the "Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time. If these Bylaws conflict with the Nonprofit Act or the Association Act, these Bylaws shall control unless the provisions of the Nonprofit Act or the Association Act, or both, are mandatory and not default provisions.

1.04 Principal Office. The principal office of the Association shall be at the address identified in the Association's latest annual report filed with the Division. The Board, in its discretion, may change from time to time the location of the principal office. (A member of the Board shall hereinafter be referred to as a "Director.")

1.05 Registered Office and Agent. The Acts require that the Association have and continuously maintain a registered office and a registered agent in Utah. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the Association at any time, without amendment to the Articles, by filing a statement with the Division in accordance with the Nonprofit Act.

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ARTICLE II: PURPOSES

2.01 Purpose of Bylaws. These Amended and Restated Bylaws of the Swain's Creek Pines Lot Owners' Association (the "Bylaws") are adopted by vote of a majority or more of the votes cast by Members in Good Standing who were present or represented by absentee ballot at a meeting. These Bylaws are to perform the functions as provided in the Declaration (defined below) and to further the interests of Owners of Lots within the Property, and are for the regulation and management of the affairs of Swain's Creek Pines Lot Owners' Association, a Utah nonprofit corporation (the "Association"), to which reference is made in the following Declarations and Plat:

- Declaration of Establishment of Protective Conditions, Covenants, Reservations and Restrictions Affecting the Real Property known as "Swains Creek Pines Unit No. 1 Amended" situated in the County of Kane, State of Utah, recorded with the Kane County Recorder on August 4, 1969;

- Declarations of Establishment of Protective Conditions, Covenants, Reservations and Restrictions Affecting the Real Property known as "Swains Creek Unit No. 1" situated in the County of Kane, State of Utah, recorded with the Kane County Recorder on October 28, 1976;

- Declaration of Establishment of Protective Conditions, Covenants, Reservations and Restrictions Affecting the Real Property known as "Swain's Creek Pines Unit No. 2" situated in the County of Kane, State of Utah, recorded with the Kane County Recorder on June 12, 1974;

- Declarations of Establishment of Protective Conditions, Covenants, Reservations and Restrictions Affecting the Real Property known as "Swains Creek Pines Unit No. 3" situated in the County of Kane, State of Utah, recorded with the Kane County Recorder on May 17, 1977;

- Declaration of Establishment of Protective Conditions, Covenants, Reservations and Restrictions Affecting the Real Property known as "Harris Spring Ranches" situated in the County of Kane, State of Utah, recorded with the Kane County Recorder on April 17, 1978;

- Plat affecting the real property known as "Swains Creek Pines Unit No. 4" situated in the County of Kane, State of Utah, recorded with the Kane County Recorder on September 11, 1989, and further described in an "Acknowledgment, Assignment, and Assumption" recorded July 27, 1998, relating to "Swains Creek Pines Unit No. 4" to which the property owners of the real property known as "Swains Creek Pines Unit No. 4" agreed to abide by "Swains Creek Pines Unit No. 1" Declaration of Establishment of Protective Conditions, Covenants, Reservations and Restrictions; and

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- any and all supplements or amendments to the Declarations (the foregoing are collectively referred to as the "Declaration").

These Bylaws amend, restate, wholly replace, and substitute for the following:

- Bylaws of the Swains Creek Pines Lot Owners Association, as Amended September 1, 2013, recorded with the Kane County Recorder on August 17, 2015, as Entry No. 00167129, in Book 0451, at Pages 0786–0790; and

- any other amendments, supplements, or annexing documents to the Bylaws for the Association, whether or not recorded with the Kane County Recorder.

ARTICLE III: MEMBERS AND VOTING RIGHTS

3.01 Members. Every owner, as defined in the Association's Articles, shall be a Member of the Association.

3.02 Membership. Membership shall include an undertaking by Owners to comply with and be bound by the Association's Articles, Declaration, Bylaws, and amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these Bylaws. Membership shall terminate upon a Member ceasing to be an owner as defined by the Association's Articles.

3.03 Quorum & Voting. Each Member of the Association in Good Standing shall be entitled to vote on each matter submitted to vote of the Members of the Association. A voting membership shall be as defined in the Association's Articles. "Good standing" means that a Member is current on all assessments, late fees, and interest, as provided in Section 8.05. At a meeting or any action without a meeting of the Members, the Members in Good Standing that are represented in person or by ballot shall constitute a quorum. Members present at a duly organized meeting may continue to transact business until adjournment. Once a Member is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, the Member is considered present for quorum purposes: (a) for the remainder of the meeting; and (b) for any adjournment of that meeting, unless: (i) otherwise provided in these Bylaws; or (ii) a new record date is or shall be set for that adjourned meeting. At any meeting or any action without a meeting where a quorum is present, action on a matter, other than the election of Directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action unless a greater proportion is required by law, the Declaration, or the Articles.

3.04 Action by Written Ballot.

3.04(a) Ballots Used Without a Meeting. The Association may, upon a determination of the Board or upon specific request of a Member for a special meeting of the Members, utilize ballots without a meeting to take any action that may be taken at any annual, regular, or special meeting of the Members if the Association delivers a written ballot to every Member entitled to vote on the matter. Approval by written ballot shall be

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valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

3.04(b) Ballots at Meetings. A written ballot may, upon a determination of the Board, be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at the meeting. Any written ballot shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

3.04(c) Ballot Content. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

3.04(d) Solicitation for Votes by Written Ballot. All solicitations for votes by written ballot shall (a) identify each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements, (d) state the percentage of approvals necessary to approve each matter other than the election of Directors, (e) specify the time by which a ballot must be received by the Association in order to be counted, and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

3.04(e) Ballot Deadline. Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

3.05 Signature of Members. Except as otherwise provided in the Acts, all votes, consents, written ballots, and waivers shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code § 46-4-201, a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e., an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

3.06 Proxy & Cumulative Voting Prohibited. The use of proxy voting is expressly prohibited in all matters. Each Member must cast their vote in person or by ballot. Cumulative voting is not permitted.

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3.07 Voting by Joint Owners. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The first vote cast on any Association action by any of such Owners shall be conclusively presumed to be the vote attributable to the Lot concerned.

3.08 Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when put in writing, be final.

3.09 Record Date for Notice of Meeting/Members List. The record date for determining the Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day before the day notice is given. The Association shall only be required to prepare a list of the names of the Members in accordance with the Acts.

3.10 Transfer of Membership on Association Books. Transfer of membership shall be made on the books of the Association only upon the presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous owner of the membership as the owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

ARTICLE IV: MEETINGS OF MEMBERS

4.01 Annual Member Meeting. An annual meeting of the Members for the purpose of hearing reports from the Association's officers, directors, and committees, to hold elections for the Board, and such other business that may properly come before the meeting, will be held on a major holiday weekend. This weekend will be either Memorial Day weekend, 4th of July weekend or Labor Day weekend, as designated by the Board. Annual meetings shall be held at such date, time, and location as is fixed by the Board and specified in the notice of the meeting.

4.02 Special Member Meetings. Special meetings of the Members may be called by the Board or Members holding at least fifteen percent (15%) of the outstanding voting memberships. Only business within the purposes described in the notice of the special meeting may be conducted at a special meeting of the Members.

4.03 Notice of Member Meetings. Written notice stating the place, day, and hour of any meeting of the Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice of an annual, regular, or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter that it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, a party related to a Director, or an entity in which the

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Director is a director or officer or has a financial interest (as set forth in § 16-6a-825 of the Nonprofit Act), if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a "proceeding" as defined in § 16-6a-102 of the Nonprofit Act; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary, or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the Common Area or a portion of the Common Area by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received by the secretary or chairman at least ten (10) days before the Association gives notice of the special meeting. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

4.04 Waiver of Notice. A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

4.05 Methods of Meeting Participation. Any or all of the Members entitled to participation in any annual, regular, or special meeting may participate by, or the meeting may be conducted through the use of, any means of communication (including telecommunications and electronic communications) by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted under this Section is considered to be present in person at the meeting.

4.06 Conduct at Meetings. All meetings of the Members shall be conducted according to the rules and procedures set forth and adopted by the Board either in announcement at the commencement of a meeting or fixed by Board resolution. The Chairman of the Board shall be responsible to enforce the rules of conduct of each meeting.

4.07 Adjournment of Members' Meetings. Members present at any meeting may adjourn the meeting from time to time. Notice need not be given if the Board announces the new date, time, and place before adjournment.

4.08 Expenses of Meetings. The Association shall bear the expenses of all annual, regular, and special meetings of Members.

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4.09 Electronic Voting. Voting by electronic means shall be permitted, and ballots may be signed electronically as provided for in Section 3.05.

ARTICLE V: BOARD OF DIRECTORS

5.01 Board of Directors. The business of the Association shall be managed by the Board of Directors.

5.02 Number and Qualifications. The Board shall consist of nine (9) members of the Association in Good Standing. A director shall be: (a) a Member of the Association as defined in the Association's Articles; (b) a natural person; (c) eighteen (18) years of age or older; and (d) in Good Standing as a Member of the Association. The Association may, through the governing documents or the Board's internal procedures, disqualify an individual from serving as a director because the individual has been convicted of a felony or is a sex offender.

5.03 Term. Elected Directors shall serve staggered terms and shall hold office for two (2) years following the Director's election and until a successor shall have been elected and qualified. No director may serve more than two (2) consecutive terms. In even numbered years an even number of Directors shall be elected to serve from January following the Member meeting. In odd numbered years, an odd number of Directors (at least two (2) less than the entire Board) shall be elected to serve from January following the Member meeting. A decrease in the term of office does not shorten an incumbent Director's term.

5.04 Quorum and Action of the Board. A majority of the Directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless a greater proportion is required by the Declaration, the Articles, or the Acts. Directors may not vote or otherwise act by proxy.

5.05 Election. Directors shall be elected by the Members at each annual Member meeting, except as provided in Section 5.09 for the filling of vacancies. In an election of Directors, the candidate(s) receiving the highest number of votes cast in the candidate(s) favor shall be elected to the Board.

5.06 Removal of Directors by Members. A Director or Directors elected by the Members shall be subject to removal, with or without cause, at a meeting called by the Board, upon a petition signed by at least fifteen percent (15%) of the Members in Good Standing. The meeting notice must state that the purpose, or one of the purposes, of the meeting is the removal of a Director or Directors. The vote of a majority of the votes cast by Members in Good Standing, after a quorum is established, shall be necessary for removal. The removal shall become effective immediately after the meeting.

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5.07 Removal of Directors by Board. A director no longer qualified to serve due to three (3) or more unexcused absences, fraud, malfeasance, willful misconduct, intentional infliction of harm to the Association or a Member of the Association, failure to pay assessments, breach of governing documents, or gross negligence may be removed by a majority vote of the Board at a properly noticed meeting called for that purpose or one of the purposes.

5.08 Resignation of Directors. Any Director may resign at any time by giving written notice to the chairman, to the secretary, or to the Board stating the effective date of such resignation. Board acceptance is unnecessary for a resignation to be effective. A person who resigns may deliver to the Division a statement that contains the person's name, the Association's name, information sufficient to identify the report or other document on file with the Division in which the person is named as a Director, and the date on which the person ceased to be a Director.

5.09 Vacancies. A vacancy occurring in the Board because of death, resignation, or otherwise may be filled by the vote of a majority of the remaining Directors, though less than a quorum of the Board. A Director appointed to fill a vacancy shall be appointed for the unexpired term of the Director's predecessor in office. Where there is a vacancy due to a qualifying transfer of ownership, such Director's term as Director shall immediately terminate and a new Director shall be appointed by the Board as promptly as possible to take such Director's place. A vacancy that will occur at a specific later date by reason of a resignation effective at a later date, may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs. If any vacancy on the Board remains unfilled for three (3) months, the Members may, at a special meeting of the Members called for that purpose, elect a Director to fill such vacancy by a majority of the votes cast by Members in Good Standing, after a quorum is established.

5.10 General Powers and Duties of the Board. The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised for the Association all of the powers, rights, and authority of the Association not reserved to Members in the Declaration, the Articles, these Bylaws, or the Acts.

5.11 Special Powers and Duties of the Board. Without limiting the foregoing statement of general powers and duties of the Board or the powers and duties of the Board as set forth in the Declaration, the Board shall be vested with the following specific powers and duties:

5.11(a) Assessments. The duty to fix and levy from time-to-time assessments, special assessments, and all other assessments upon the Members of the Association as provided in the Declaration and these Bylaws; and to enforce the payment of such delinquent assessments as provided in the Declaration and these Bylaws.

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5.11(b) Insurance. The duty to contract and pay premiums for fire, casualty, liability, and other insurance in accordance with the provisions of the Declaration and these Bylaws.

5.11(c) Common Areas. The duty to manage and care for the Common Areas, and to employ personnel necessary for the care and operation of the Common Areas, and to contract and pay for necessary or desirable improvements on property acquired by the Association in accordance with the Declaration.

5.11(d) Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Declaration, the Articles, and these Bylaws.

5.11(e) Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Association, to borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations, or other evidences of debt, and securities therefor.

5.11(f) Enforcement. The power to enforce the provisions of the Declaration, the rules and regulations, these Bylaws, or other agreements of the Association.

5.11(g) Delegation of Powers. The power to delegate its powers according to law.

5.11(h) Rules. The power to adopt such rules with respect to the interpretation and implementation of the Declaration, use of Common Areas, and use of any property within the Property, including Living Units, and to impose fines and penalties for infractions and violations thereof; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, these Bylaws, and the Association Act.

5.11(i) Emergency Powers. The right to exercise such emergency powers as provided for in the Acts.

5.12 Committees of the Board.

5.11(a) Appointment of Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees which shall consist of one (1) or more Directors and which, unless otherwise provided in such resolution, except as otherwise provided in Section 6.05, shall make recommendations (but not final decisions) to the Board in the management of the Association.

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5.11(b) General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or the Director by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required, and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

5.13 Compensation of Directors. Directors shall not receive any compensation for their services as Directors. However, reimbursement of actual out-of-pocket expenses incurred by Directors in the performance of their duties may be approved by resolution of disinterested members of the Board, and except as may otherwise be approved by the Members.

5.14 Board Action to Enforce Governing Documents. The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the governing documents, including whether to compromise a claim made by or against the Board or the Association and whether to pursue a claim for an unpaid assessment. The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (a) the Association's legal position does not justify taking any or further enforcement action; (b) the covenant, restriction, or rule in the governing documents is likely to be construed as inconsistent with current law; (c) a technical violation has or may have occurred and the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (d) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides under this Section to forego enforcement, the Association is not prevented from later taking enforcement action. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. This Section does not govern whether the Association's action in enforcing a provision of the governing documents constitutes a waiver or modification of that provision.

5.15 Conflicting Interest Transactions. To avoid conflicting interest transactions, the following procedure shall apply:

A Director is a "conflicted Director" if the Director proposes (i) to accept a gift from a vendor or service provider to the Association; or (ii) to enter into a contract to procure goods or services of any kind or of any value from a vendor or service provider in which that Director has a financial, professional, employment, or family relationship.

A conflicted Director may not accept a gift from a vendor or service provider to the Association unless (a) the conflicted Director has disclosed to the Board the prospective donor, the nature of the gift, and the value of the gift; and (b) the Board has authorized the receipt of the gift.

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The Board may not enter into a contract to procure for the Association goods or services of any kind or of any value from a vendor or service provider involving a conflicted Director unless the Board has approved the transaction.

The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director by a vote of a majority of disinterested Directors at a meeting of the Board where a quorum is present.

A conflicted Director may be counted towards establishing a quorum for a meeting of the Board in which a decision to authorize the gift or the transaction is made, but the conflicted Director may not vote on the motion to authorize the gift or transaction.

The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director if the Board has determined that: (a) in the case of a gift, the gift is of such a nature and value that it would not reasonably be expected to cause the donor to exert an influence over the conflicted Director's judgment in voting on matters affecting the Association; or (b) in the case of a transaction for goods or services, the transaction is fair to the Association.

ARTICLE VI: BOARD MEETINGS

6.01 Annual Meeting of the Board. The business to be conducted at the annual meeting of the Board shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. The Board may also appoint officers at regular Board meetings as necessary. No prior notice of the annual meeting of the Board shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of Members at which the Board is elected or if the time and place of the annual meeting of the Board is announced at the annual meeting of Members.

6.02 Regular Board Meetings. The Board may hold other regular meetings and may, by resolution, establish in advance, the times and places for such regular meetings. The resolution shall be given to all Members of the Association at least forty-eight (48) hours before the first meeting scheduled. No prior notice of any regular meeting need be given after establishment of the time and place by such resolution.

6.03 Special Meetings of the Board. Special meetings of the Board may be called by the Chairman or a quorum of the Board. Special meetings of the Board not regularly scheduled under Section 6.02 shall require the same notice as Section 6.02.

6.04 Open Board Meetings. Except as provided in Section 6.05 and the Acts, a Board meeting at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each open Board meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments described to one specific time period during the Board meeting. The Board may also limit the amount of

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time for Member comments in a reasonable and fair manner. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this Section shall affect the validity or enforceability of an action of the Board.

6.05 Closed Meetings of the Board. The Board may close a meeting pursuant to the Association Act to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may exclude the offending Director from any closed meetings at which that Confidential Matter is addressed and may create a committee to handle the Confidential Matter and exclude the offending Director from that committee.

6.06 Notice to Directors of Board Meetings. In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting, by mail, fax, electronic means, telephone, or personally, by or at the direction of the persons calling the meeting, to each Director. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at the Director's home or business address as either appears on the records of the Association. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Director or any waiver of notice of such meeting.

6.07 Waiver of Notice. A Director may waive any notice of a Board meeting before or after the time and date stated in the notice. If a Director may waive notice in writing, and if the Director does, the waiver shall be signed by the Director and delivered to the Association for filing with the corporate records. A written waiver may be communicated by electronic transmission, and the effectiveness of a written waiver may not be conditioned on the delivery and filing of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) after objecting, the Director does not vote for or assent to action taken at the meeting.

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6.08 Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting, the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the Member to participate by the available means of electronic communication.

6.09 Adjournment of Board Meetings. Whether or not a quorum is present, the Directors at any meeting of the Board may adjourn the meeting without notice other than by an announcement at the meeting to a different date that is not more than thirty (30) days after the date of the original meeting. At any adjourned meeting that is held without notice other than an announcement at the preceding meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted that could have been transacted at the meeting as originally called.

6.10 Expenses of Board Meetings. The Association shall bear the expenses of all regular and special meetings of the Board.

6.11 Board Action Without a Meeting. The Board may take action without a meeting and any action taken without a meeting has the same effect as action taken at a Board meeting and may be described as an action taken at a Board meeting in any document.

6.12 Methods of Meeting Participation. The Board may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in such a meeting is considered to be present in person at the meeting. If a Director wants to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Members entitled to notice of the Board meeting under Section 6.08 to participate by the available electronic means.

ARTICLE VII: OFFICERS

7.01 Officers. The officers of the Association shall be at least eighteen (18) years of age and shall consist of a Chairman, Vice-Chairman, Secretary, and Treasurer. No two (2) offices shall be held by the same person. The officers shall be Directors of the Association and serve for a term of one (1) year.

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7.01(a) Chairman. The Chairman shall preside at all meetings of the Association and of the Board at which the Chairman is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as an ex officio member of all committees of the Association.

7.01(b) Vice-Chairman. The Vice-Chairman shall assume the duties of the Chairman during the Chairman's absence.

7.01(c) Secretary. The Secretary shall keep the minutes of all the meetings of the Members and of the Board which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all Association records. The duties of the Secretary may be delegated to the Association's property management company, if any.

7.01(d) Treasurer. The Treasurer shall oversee all funds of the Association and keep them in one or more accounts approved by the Board. All disbursements of funds shall be by check and signed by two (2) Directors, or one (1) Director and an alternate authorized by the Board to sign checks when needed. The Treasurer may be bonded in an amount appropriate to the amount of funds under the Treasurer's control at any given time. Bonding shall be at the option of the Board. The Board may contract for financial and/or bookkeeping services to receive and disburse funds, as directed by the Board. The duties of the Treasurer may be delegated to the Association's property management company, if any.

7.01(e) Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.02 Reserved.

7.03 Removal of Officers by Board. An officer no longer qualified to serve due to three (3) or more unexcused absences, fraud, malfeasance, willful misconduct, intentional infliction of harm to the Association or a Member of the Association, failure to pay assessments, breach of governing documents, or gross negligence may be removed by a majority vote of the Board at a properly noticed meeting called for that purpose or as one of the purposes.

7.04 Resignation of Officers. An officer may resign at any time by giving written notice of resignation to the Association. A resignation of an officer is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may (a) permit the officer to remain in office until the effective date, and the Board may fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) remove the officer at any time before the effective date and fill the vacancy created by the removal. The Board may remove any officer at any time with or without cause. An officer

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who resigns, is removed, or whose appointment has expired may file a statement with the Division in the same form as provided in Section 5.08.

7.05 Vacancies. A vacancy in any office because of death, resignation, or otherwise may be filled by any Director for the unexpired term. Such vacancy shall be filled by the Director elected by a majority vote of the Board.

ARTICLE VIII: FEES, DUES, AND ASSESSMENTS

8.01 Assessments. Annual dues shall be the same for each member of the Association and shall be established each year by the Board of Directors; however, no increase above five dollars ($5.00) per year may be made without a majority of the members approving such increase.

8.02 Assessment Due Dates. The annual assessments shall be in the amount determined by the Board in accordance with the terms of the Declaration and these Bylaws and shall be due and payable by each Member on the first (1st) day of March of each year during the period of membership.

8.03 Special Assessments. Special assessments may be levied on Members only by the majority vote of the votes cast by Members in Good Standing, after a quorum is established. Notice that a special assessment vote will be conducted must be included in the notice given in accordance with these Bylaws.

8.04 Default of Assessments. Any Member shall be in default in the payment of dues or assessments if such Member has failed to pay such dues or assessments within sixty (60) days from the date such dues or assessments are due. The due date of the annual fees shall be as prescribed in Section 8.02 of these Bylaws. All Members shall be responsible for keeping the Secretary of the apprised of the Member's current address. The amounts and rates of late charges, interest, and any other amount that the Association is entitled to recover shall be set by rule of the Board, provided such rule does not conflict with the Declaration, these Bylaws, or the Acts. An Owner shall pay the Owner's proportionate share of: (a) the common expenses; and (b) any other assessments levied by the Association including: court costs and reasonable attorney fees; late charges; interest; and any other amount that the Association is entitled to recover under the Declaration, the Acts, or an administrative or judicial decision; and fines that the Association imposes against a Member in accordance with the Acts and applicable governing documents. Upon written request of a Member and payment of Ten Dollars ($10.00) (or a higher reasonable fee if allowed by the Association Act), the Association shall give, within ten (10) days after receiving the request, a written statement indicating any unpaid assessment with respect to the Member's Lot. The written statement is binding on the Association and any other Owners of the Lot in favor of any person who relies on the statement in good faith.

8.05 Suspension of Voting Rights. When any Member is in default as defined in these Bylaws, that Member shall no longer be considered as a Member in Good

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Standing and shall have no voting rights or any other rights of any kind arising out of membership in the Association until such time as that Member has paid all delinquent assessments, late fees, and interest, in full.

8.06 Assessment Lien. In addition to the loss of membership privileges as provided in Section 8.05, the amount of any delinquent annual fee, other fee or assessment shall become a lien on such Member's lot in the subdivision in favor of the Association and the Association shall have the right to record a notice of claim of lien and proceed thereon in accordance with the applicable statutes of the State of Utah for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such Member for the collection of the delinquent annual fees or other fees or assessments in a court of competent jurisdiction.

8.07 Fiscal Year and Budget. The fiscal year of the Association shall be determined by the Board and specified in a budget that shall be prepared and adopted by the Board at least annually. The fiscal year may be changed by the Board without amending these Bylaws. The Board shall present the adopted budget to the Members at a Member meeting. A budget presented by the Board is only disapproved if Member action to disapprove the budget it taken in accordance with § 57-8a-215 of the Association Act.

8.08 Reinvestment Fee Assessment.

8.08(a) In addition to all other assessments and upon the conveyance of a lot there shall be one (1) reinvestment fee charged, the amount determined pursuant to resolution of the Board, to the buyer or seller, as the buyer and seller may determine, comprised of one (1) or more of the following charges:

(i) common planning, facilities, and infrastructure;
(ii) obligations arising from an environmental covenant;
(iii) community programming;
(iv) resort facilities;
(v) open space;
(vi) recreation amenities;
(vii) charitable purposes; or
(viii) Association expenses as defined in Utah Code § 57-1-46(1)(a).

8.08(b) When the seller is a financial institution, the reinvestment fee shall be limited to the costs directly related to the transfer, not to exceed Two Hundred Fifty Dollars ($250.00). The Association may assign the charges directly to the Association's property management company, if any.

8.08(c) This reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer,

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provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

ARTICLE IX: AMENDMENTS AND CONFLICTS

9.01 Amendments by Members. Members may propose amendments to the Bylaws by submitting a written proposal to the Board. Such proposals must be supported by a petition signed by at least fifteen percent (15%) of the Members in Good Standing. The Board shall then include the proposed amendment on the agenda for the next Association action. Approval of an amendment by the Members requires a majority vote of the votes cast by Members in Good Standing, after a quorum is established.

9.02 Amendments by Board. These Bylaws may be amended, at any regular, annual, or special meeting of the Board, by a vote of the majority of the Board, except if it would result in a change of the rights, privileges, preferences, restrictions, or conditions of the Members. The Board may not amend these Bylaws to require a greater quorum requirement for Member votes or a greater voting requirement for Members without Member approval.

9.03 Conflicts. In the event there is any conflict between the provisions of the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE X: INDEMNIFICATION

10.01 Right of Indemnification.

10.01(a) Indemnification of Directors and Officers. The Association shall indemnify its Directors and officers to the fullest extent permitted by law against expenses (including attorney fees and costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

10.01(b) Indemnification of Employees and Agents. The Association may indemnify employees and agents who are not Directors or officers to the extent permitted by law, as may be authorized by the Board. This indemnification shall cover expenses (including attorney fees and costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with their role in the Association.

10.02 Insurance/Bond. The Association shall have the power to purchase and maintain insurance or a bond on behalf of any person who is or was a Director, officer, employee, or agent of the Association against any liability asserted against them and incurred by them in such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article. The Association shall pay the premiums for any such bonds acquired.

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ARTICLE XI: ADMINISTRATIVE

11.01 Manner of Giving Notice. The Association may provide notice to Owners orally or by electronic means, including text message, email, or the Association's website, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective in accordance with the Acts.

11.02 Books and Records. The Association shall keep and maintain books and records as required by §§ 16-6a-1601 et seq. of the Nonprofit Act and § 57-8a-227 of the Association Act.

11.03 Inspection of Records. The Association shall allow for the inspection of records as required by §§ 16-6a-1601 et seq. of the Nonprofit Act and § 57-8a-227 of the Association Act.

11.04 Scope of Inspection Right. A Director's or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The Association may comply with a Director's or Member's demand to inspect the record of Members under the Acts by furnishing to the Director or Member a list of Directors or Members that complies with the Acts and is compiled no earlier than the date of the Director's or Member's demand. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member, the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. The Association may redact the following information from any document the Association produces for inspection or copying: (a) a Social Security number, (b) a bank account number, or (c) any communication subject to attorney-client privilege.

11.05 Minutes. The minutes of all meetings of the Association shall be kept with the Association's records and maintained in accordance with the Acts. Minutes or any similar record of the meetings of Members or of the Board, when approved by motion of the Board, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

11.06 Checks, Drafts, and Documents. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board.

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11.07 Execution of Documents. The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

11.08 Annual Reports. The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

11.09 Right to Inspect. Notwithstanding the other provisions of this Article XI, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a Member of the Association or that Member's agent.

ARTICLE XII: MISCELLANEOUS

12.01 Shares of Stock and Dividends Prohibited. The Association shall not have or issue shares of stock and no dividends shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors, or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

12.02 Loans to Directors, Officers, and Members Prohibited. No loan shall be made by the Association to its Members, Directors, or officers, and any Director, officer, or Member who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

12.03 Limited Liability. A Director, officer, or member of any committee of the Association is not liable to the Association or the Members for any action taken, or any failure to take any action, as a Director, officer, or member of a committee, as the case may be, unless the Director has breached or failed to perform the duties of the office set forth in § 16-6a-822 of the Nonprofit Act and the breach or failure to perform constitutes willful misconduct, intentional infliction of harm on the Association or the Members, or gross negligence.

12.04 Severability. Invalidation of any provision of the governing documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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12.05 Interpretation. The provisions of the governing documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas and other areas within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. Except for judicial construction and express Utah law, the Board shall have the exclusive right to construe and interpret the provisions of the Governing Documents, and amendments thereto. In the absence of any adjudication by a court of competent jurisdiction or express Utah law to the contrary, the Board's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefitted or bound by the governing documents.

[*signatures on following page*]

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CERTIFICATE OF CHAIRMAN

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Chairman of Swain's Creek Pines Lot Owners' Association, a Utah nonprofit corporation ("Association"); and

2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Members of the Association on September 1, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 8th day of October, 2024.

SWAIN'S CREEK PINES LOT OWNERS' ASSOCIATION, a Utah nonprofit corporation

Carol E. Lattimore
By: Carol E. Lattimore
Its: Chairman

State of Utah)
:ss.
County of Washington)

On this 8th day of October, 2024, personally appeared before me Carol E. Lattimore, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the Chairman of Swain's Creek Pines Lot Owners' Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

ANGELICA RITCHIE
Notary Public, State of Utah
Commission # 738844
My Commission Expires
August 21, 2028

Angelica Ritchie
Notary Public

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Exhibit A
(Legal Description)

These Amended and Restated Bylaws of the Swain's Creek Pines Lot Owners' Association affect the following real property, all located in Kane County, State of Utah:

Unit 1:

All of Lots 1 through 4, together with all Common Area, Block 1 Swains Creek Unit 1, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 11-1-1 through 11-1-4

All of Lots 5 through 6, Lots 9 through 10, and Lots 12 through 14, together with all Common Area, Block 2 Swains Creek Unit 1, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 11-2-5 through 11-2-6
PARCEL: 11-2-9 through 11-2-10
PARCEL: 11-2-12 through 11-2-14

All of Lots 15 through 22, Lots 24 through 53, Lot 55, Lot 57, and Lots 59 through 61, together with all Common Area, Block 3 Swains Creek Unit 1, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 11-3-15 through 11-3-22
PARCEL: 11-3-24 through 11-3-53
PARCEL: 11-3-55
PARCEL: 11-3-57
PARCEL: 11-3-59 through 11-3-61

All of Lots 62 through 73, together with all Common Area, Block 4 Swains Creek Unit 1, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 11-4-62 through 11-4-73

All of Lots 74 through 76, together with all Common Area, Block 5 Swains Creek Unit 1, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 11-5-74 through 11-5-76

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FEE $ 1440.00 BY JENKINS BAGLEY SPERRY PLLC

Unit #1 Amended:

All of Lots 1 through 2, Lots 4 through 14, Lots 16 through 18, Lot 20, Lots 22 through 31, Lots 33 through 40, Lots 42 through 53, Lot 55A, Lots 57 through 58, Lots 60 through 77, Lot 79A, Lots 80 through 96, Lots 98 through 100, Lot 102, Lot 104, Lots 106 through 109, Lot 110A, Lots 112 through 116, Lots 118 through 136, Lots 138 through 153, Lots 155 through 174, Lot 176, Lots 178 through 189, Lot 191, Lots 193 through 206, Lot 207A, Lots 209 through 224, Lots 226 through 237, Lots 240 through 248, and Lots 250 through 256, together with all Common Area, Swains Creek Pines Unit #1 Amended, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 25-A-1 through 25-A-2
PARCEL: 25-A-4 through 25-A-14
PARCEL: 25-A-16 through 25-A-18
PARCEL: 25-A-20
PARCEL: 25-A-22 through 25-A-31
PARCEL: 25-A-33 through 25-A-40
PARCEL: 25-A-42 through 25-A-53
PARCEL: 25-A-55A
PARCEL: 25-A-57 through 25-A-58
PARCEL: 25-A-60 through 25-A-77
PARCEL: 25-A-79A
PARCEL: 25-A-80 through 25-A-96
PARCEL: 25-A-98 through 25-A-100
PARCEL: 25-A-102
PARCEL: 25-A-104
PARCEL: 25-A-106 through 25-A-109
PARCEL: 25-A-110A
PARCEL: 25-A-112 through 25-A-116
PARCEL: 25-A-118 through 25-A-136
PARCEL: 25-A-138 through 25-A-153
PARCEL: 25-A-155 through 25-A-174
PARCEL: 25-A-176
PARCEL: 25-A-178 through 25-A-189
PARCEL: 25-A-191
PARCEL: 25-A-193 through 25-A-206
PARCEL: 25-A-207A
PARCEL: 25-A-209 through 25-A-224
PARCEL: 25-A-226 through 25-A-237
PARCEL: 25-A-240 through 25-A-248
PARCEL: 25-A-250 through 25-A-256

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Unit 2:

All of Lots 258 through 274, Lot 275A, Lots 277 through 304, Lots 306 through 307, Lots 309 through 312, Lot 314, Lots 316 through 325, Lots 327 through 347, Lots 349 through 351, and Lot 64-A-OL, together with all Common Area, Swains Creek Pines Unit 2, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 64-258 through 64-274
PARCEL: 64-275A
PARCEL: 64-277 through 64-304
PARCEL: 64-306 through 64-307
PARCEL: 64-309 through 64-312
PARCEL: 64-314
PARCEL: 64-316 through 64-325
PARCEL: 64-327 through 64-347
PARCEL: 64-349 through 64-351
PARCEL: 64-A-OL

Unit 3:

All of Lots 352 through 360, Lots 362 through 366, Lot 368, Lots 370 through 377, Lots 379 through 392, Lots 394 through 396, Lots 398 through 404, Lots 406 through 411, Lots 413 through 414, Lots 416 through 422, Lots 424 through 428, Lots 431 through 432, Lot 434, Lot 437, Lots 439 through 448, Lot 450, Lots 452 through 463, Lots 465 through 470, Lot 471A, Lots 473 through 474, Lots 476 through 480, Lots 482 through 489, Lots 491 through 502, Lots 504 through 505, Lots 509 through 510, Lot 512, Lots 514 through 524, Lot 526, Lots 528 through 531, Lot 533, Lots 535 through 546, Lots 548 through 549, Lots 551 through 559, Lots 561 through 565, Lots 567 through 569, Lot 571A, Lots 573 through 576, Lot 578, Lots 580 through 588, Lot 590A, Lots 591 through 609, Lots 611 through 621, Lot 623, Lots 625 through 628, Lots 630 through 639, Lot 641, Lots 643 through 649, Lots 651 through 653, Lots 655 through 665, Lot 667, Lot 669, Lot 672, Lots 674 through 676, Lots 678 through 679, Lots 681 through 683, Lots 685 through 696, Lots 698 through 702, Lots 704 through 705, Lot 707, Lot 709 through 711, Lots A-OL through D-OL, Lot B-1OL, and Lot C-OL-1, together with all Common Area, Swains Creek Pines Unit 3, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 81-352 through 81-360
PARCEL: 81-362 through 81-366
PARCEL: 81-368
PARCEL: 81-370 through 81-377
PARCEL: 81-379 through 81-392
PARCEL: 81-394 through 81-396
PARCEL: 81-398 through 81-404
PARCEL: 81-406 through 81-411

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PARCEL: 81-413 through 81-414
PARCEL: 81-416 through 81-422
PARCEL: 81-424 through 81-428
PARCEL: 81-431 through 81-432
PARCEL: 81-434
PARCEL: 81-437
PARCEL: 81-439 through 81-448
PARCEL: 81-450
PARCEL: 81-452 through 81-463
PARCEL: 81-465 through 81-470
PARCEL: 81-471A
PARCEL: 81-473 through 81-474
PARCEL: 81-476 through 81-480
PARCEL: 81-482 through 81-489
PARCEL: 81-491 through 81-502
PARCEL: 81-504 through 81-505
PARCEL: 81-509 through 81-510
PARCEL: 81-512
PARCEL: 81-514 through 81-524
PARCEL: 81-526
PARCEL: 81-528 through 81-531
PARCEL: 81-533
PARCEL: 81-535 through 81-546
PARCEL: 81-548 through 81-549
PARCEL: 81-551 through 81-559
PARCEL: 81-561 through 81-565
PARCEL: 81-567 through 81-569
PARCEL: 81-571A
PARCEL: 81-573 through 81-576
PARCEL: 81-578
PARCEL: 81-580 through 81-588
PARCEL: 81-590A
PARCEL: 81-591 through 81-609
PARCEL: 81-611 through 81-621
PARCEL: 81-623
PARCEL: 81-625 through 81-628
PARCEL: 81-630 through 81-639
PARCEL: 81-641
PARCEL: 81-643 through 81-649
PARCEL: 81-651 through 81-653
PARCEL: 81-655 through 81-656
PARCEL: 81-657 through 81-667
PARCEL: 81-669
PARCEL: 81-672
PARCEL: 81-674 through 81-676
PARCEL: 81-678 through 81-679

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PARCEL: 81-681 through 81-683
PARCEL: 81-685 through 81-696
PARCEL: 81-698 through 81-702
PARCEL: 81-704 through 81-705
PARCEL: 81-707
PARCEL: 81-709 through 81-711
PARCEL: 81-A-OL through 81-D-OL
PARCEL: 81-B-1OL
PARCEL: 81-C-OL-1

Unit 4:

All of Lots 1 through 4, together with all Common Area, Swains Creek Pines Unit 4, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 121-1 through 121-4

Harris Spring Ranches:

All of Lots 1 through 15, together with all Common Area, Harris Spring Ranches Amended & Restated, according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

PARCEL: 85-1 through 85-15

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