ENT 17698:2022 PG 1 of 13

Andrea Allen

Utah County Recorder

2022 Feb 09 10:10 AM FEE 96.00 BY KC

RECORDED FOR Vial Fotheringham LLP - Utah SLC

ELECTRONICALLY RECORDED

## BYLAWS OF

# MOUNTAIN POINT VILLAGE HOMEOWNERS' ASSOCIATION, INC.

(A Utah Non-Profit Corporation)

#### ARTICLE I

#### **APPLICABILITY**

These Bylaws govern the management of the business and the conduct of the affairs of the Mountain Point Village Townhomes, a Utah residential project, except as otherwise provided by statute, the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Mountain Point Village Townhomes recorded in Utah County as Entry No. 7830:2018 (hereinafter referred to as the "Declaration"), or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

#### ARTICLE II

#### **DEFINITIONS**

Except as otherwise provided herein or as otherwise required by the context, all terms defined in the Declaration shall have such defined meanings when used in these Bylaws.

#### ARTICLE III

#### **MEMBERS**

Section 1. <u>Annual Meetings.</u> The annual meeting of members of the Association shall be held in the first quarter of each year on a day selected by the Board for the purpose of electing Board Members and transacting such other business as may come before the meeting. If the election of Board Members shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the 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. Board Members shall be elected pursuant to Article IV Section 3 herein.

Section 2. <u>Special Meetings.</u> Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called from time to time by the Board or by the president, and shall be immediately called by the president upon the written request of members holding not less than twenty-five percent (25%) of the total votes of the Association. Such written request shall state the purpose or purposes of the meeting and shall be delivered to the Board or the president. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

Section 3. <u>Place of Meetings</u>. The Board may designate any place in Utah County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

Section 4. Notice of Meetings. The Board shall cause 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 thirty (30) 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 have been delivered when deposited in the U.S. mail addressed to the member at his registered address, with first class postage thereon prepaid. If emailed, such notice shall be deemed to have been delivered when sent to the member at his registered email address. Each member shall register with the Association such member's current mailing address or email 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, the member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

Section 5. Fixing of Record Date. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit 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 Board may designate a record date, which shall be no more than thirty (30) and no less than ten (10) days prior to the meeting. 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 on such record date as the Owners of record of Units 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 and any adjournments thereof.

Section 6. Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than sixty percent (60%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. At the reconvened meeting, or any subsequent meeting, the quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held less than forty-eight (48) hours nor more than forty-five (45) days following the immediately preceding meeting.

Section 7. <u>Proxies</u>. 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 where the instrument authorizing such proxy to act shall have been executed by the

member himself or by his attorney thereunto duly authorized in writing. 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 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.

Section 8. <u>Votes</u>. With respect to each matter submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such member, as shown in the Declaration. 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 is 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.

Section 9. <u>Waiver of irregularities</u>. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

Section 10. <u>Informal Action by Members</u>. 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 by all of the members entitled to vote with respect to the subject matter thereof.

### ARTICLE IV

## **BOARD**

Section 1. General Powers. The property, affairs, and business of the Association shall be managed by the Board. The Board may exercise all of the powers of the Association, whether derived from law, the Articles of Incorporation, these Bylaws, or the Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Board shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor independent of the organization, as required by the Declaration. The Board may by

written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

Section 2. Election of Board Members and Terms. After the Declarant turns over to the members responsibility for electing Board Members, the members of the Association shall elect persons to fill vacancies on the Board at each Annual Meeting or as otherwise provided herein. The Board shall be composed of five (5) Board Members. However, the Owners may increase the maximum number of Directors to seven at any meeting of Association members. All nominees for positions on the Board shall be submitted to the secretary of the Association, or to another Board member if the secretary is not present, prior to or at the Annual Meeting. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. At the first meeting of Owners to elect a Board, two shall be elected to a three-year term, two to a two-year term, and one to a one-year term. Thereafter, each Board Member shall be elected to a three-year term or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

Section 3. <u>Regular Meetings.</u> Except as required by law, the regular annual meeting of the Board shall be held without other notice than these Bylaws and at the same place as the Annual Meeting of the members. The Board may provide by resolution the time and place, within Utah County, State of Utah, for the holding of additional regular meetings without notice other than such resolution or such notice as is required by law.

Section 4. Special Meetings. Special meetings of the Board may be called by or at the request of any of the Board Members. The person or persons authorized to call special meetings of the Board may fix any place, within Utah County, State of Utah, as the place for holding any special meeting of the 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 registered address, or by email. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by email, such notice shall be deemed to have been delivered when the email is delivered to the email address on file. Any Board Member may waive notice of a meeting. The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. 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 Board. Except as otherwise required in these Bylaws, the Articles of Incorporation, or the Declaration,

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 Board. The Board Members shall act only as a Board, and individual Board Members shall have no powers as such.

Section 6. <u>Compensation.</u> No Board Member shall receive compensation for any services that he may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of his duties as a Board Member to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Board Member.

Section 7. <u>Resignation and Removal.</u> A Board Member may resign at any time by delivering a written resignation to either the president or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member may be removed at any time, for or without cause, by the affirmative vote of the members holding more than fifty percent (50%) of the total votes of the Association, at a special meeting of the members duly called for such purpose.

Section 8. <u>Vacancies</u>. If vacancies shall occur in the Board by reason of the death, resignation, or disqualification of a Board Member, the Board Members then in office shall continue to act, and such vacancies or newly created Board Memberships shall be filled by a vote of the Board Members then in office, though less than a quorum, in any way approved by such Board Members at the meeting. Any vacancy in the Board occurring by reason of removal of a Board Member by the Association members may be filled by election 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 for the term of the newly created Board Membership, as the case may be.

Section 9. <u>Informal Action by Board Members</u>. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board Members.

#### ARTICLE V

#### **OFFICERS**

Section 1. Officers. The officers of the Association shall be a president, a secretary, and a treasurer, and such other officers as may from time to time be appointed by the Board.

Section 2. <u>Election. Tenure-and Qualification.</u> The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of

the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices; provided, however, that the president may not also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

Section 3. <u>Subordinate Officers</u>. The 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 Board or Board Member may from time to time determine. The 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 or members of the Association.

Section 4. <u>Removal.</u> Any officer may resign at any time by delivering a written resignation to the president or to the Board. Any officer or agent may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. <u>Vacancies</u>. 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 Board at any regular or special meeting.

Section 6. <u>President.</u> The president shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board. He may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be presented by the Board from time to time.

Section 7. Secretary. The secretary shall (a) keep the minutes of the Association and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association, if any, and see that the seal of the Association which may be affixed to all documents, the execution of which on behalf of the Association under its seal, is duly authorized; and (d) in general perform all duties incident to the

office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board.

Section 8. <u>Treasurer.</u> The treasurer shall: (a) have charge and custody of and be responsible for all funds of the Association (b) receive and give receipt for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be determined by the Board; and (c) in general perform all of the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or by the Board.

Section 9. <u>Compensation.</u> No officer shall receive compensation for any services that he may render to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

#### ARTICLE VI

#### **COMMITTEES**

Section 1. <u>Designation of Committees</u>. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

Section 2. <u>Proceedings of Committees.</u> Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

Section 3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) 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 committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 4. <u>Resignation and Removal.</u> Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the president, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

Section 5. <u>Vacancies</u>. If any vacancy shall occur in any committee designated by the 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 that two or more members are remaining, may continue to act until such vacancy is filled at any meeting of the Board.

## ARTICLE VII

#### **INDEMNIFICATION**

Section 1. <u>Indemnification—Third-Party Actions.</u> The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. <u>Indemnification—Association Actions.</u> The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all

circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Determination. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 1 or 2 of Article VII hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 1 or 2 hereof. Such determination shall be made by a quorum of Board Members. If the Board cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification is made by the members by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose.

Section 4. <u>Advances.</u> 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 Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this article or otherwise.

Section 5. Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other rights to which the indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or Board Members, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Board Members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board Members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 6. <u>Insurance</u>. The Association may 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 Board Member, 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 incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

Section 7. <u>Payments and Premiums.</u> 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 Expense Fund referred to in the Declaration.

#### ARTICLE VIII

#### FISCAL YEAR

This fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31<sup>st</sup> day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

#### ARTICLE IX

## **RULES AND REGULATIONS**

The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project provided, however, that such rules and regulations shall not be 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 Board, and with copies of all amendments and revisions thereof.

#### ARTICLE X

#### **AMENDMENTS**

Section 1. Members Right to Amend. After the Turnover Date, except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of at least sixty percent (60%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaw, and (b) certification that a sufficient number of votes were cast in favor of such action shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Utah County.

Section 3. <u>Consent to Amend.</u> If an Owner consents to the Amendment of these Bylaws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary

provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 4. <u>Declarant's Rights.</u> No amendment shall remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

## ARTICLE XI

#### ORGANIZATION

If, at any time, the nonprofit corporation that the Association is organized under is dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. To the greatest extent possible, the successor unincorporated association shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association. Notwithstanding the foregoing, upon dissolution of the nonprofit corporation, the Board, in its sole discretion, may re-incorporate the Association by renewing the dissolved nonprofit corporation or by incorporating a new nonprofit corporation with a name that is substantially similar to the previously dissolved nonprofit corporation and with Articles that adopt the Declaration and Bylaws and that are otherwise substantially similar to the Articles of the previously dissolved nonprofit corporation. In the event that the Board incorporates a new nonprofit corporation as described above, the new nonprofit corporation shall be a successor of the previously dissolved nonprofit corporation and all of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the new nonprofit corporation. This Article shall be effective retroactively and the Board hereby ratifies all Board action described in this Article performed prior to the adoption of these Bylaws PANTO HER HALL

[SIGNATURES ON THE NEXT PAGE]

**护理** (1) (2)

IN WITNESS WHEREOF, pursuant to Utah Code § 16-6a-206(1)(a), the Board has duly voted to adopt these Bylaws on behalf of the Association:

Mountain Point Village Homeowners' Association, Inc.

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	d Name:				
Presid	lent of the l	Board of Dir	ectors		
STATE OF UTAH	) :ss		ANNER FARAC NOTARY PUBLIC-STATE	OF UTAH	
County of Utah	)		COMMISSION# 70		
Subscribed and sworn before	e me this $\frac{q}{p}$	day of Fe	tor	, 202	22 by
Notary Public for Utah:					
- Jup					
Printe	d Name:	Wood Board of Di	•		nc.
STATE OF UTAH	) :ss		NOTARY PUBLIC-STATE COMMISSION# 7		
County of Utah	)		COMM. EXP. 07-1	7-2023	
Subscribed and sworn before Tanner Folder		day of Te	BRUDRY	, 202	22 by
Notary Public for Utah:					
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## **EXHIBIT A**

All of Mountain Point Village Plats A-1, A-2, and A-3, including the following parcels:

46:978:0001
46:978:0002
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67:023:0022 67:023:0023 67:023:0024 67:023:0025 67:023:0026 67:023:0027 46:979:0027 46:979:0028 46:979:0030 46:979:0031 46:979:0033 46:979:0033 46:979:0034