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Rhonda Francis Summit County Recorder

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By CROOK & TAYLOR LAW PLLC

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## BYLAWS OF THE UINTALANDS ASSOCIATION

### Article I Preamble

The Uintalands Association (the "Association") was originally created on or about February 16, 1981 and the initial Declaration and Establishment of Protective Covenants and Restrictions of Uintalands Association were recorded on April 15, 1981 (the "Declaration"). Provisions for making changes to the Declaration are contained within the Declaration. The Association's initial bylaws were adopted on April 7, 1986 (the "Initial Bylaws").

In accordance with Article I of the Declaration and Article XIV of the Initial Bylaws, at least 66% of the active memberships at a meeting of the Members have voted to repeal the Initial Bylaws and have approved these Bylaws and declared the property described in Exhibit "A" attached hereto subject to these Bylaws in order to insure the best development and use of the property and in order to maintain and preserve the aesthetic and economic value of the property and to further provide the greatest safety for all persons who become, in any way, involved with the property and to further promulgate the enjoyment thereof for a recreational site for all present and future Members of the Association.

### Article II Purposes and Responsibilities of Association

The purposes and responsibilities of the Association and membership therein is:

- A. To provide individual Members an ideal recreational experience.
- B. To give accountability to the governing Board concerning Member activity, responsibilities and compliance to the Association Bylaws, rules and regulations and restrictive covenants.
- C. Ensure membership representation and participation in any deliberation or policy decisions.
- D. To preserve the aesthetic, the natural and wilderness characteristics of the Association.
- E. To preserve the economical value of the individual Members and the Association investments.
- F. To set standards and regulations for the protection and safety of Members and properties.
- G. To develop and design processes for responsible financial security of the Association and to access and collect those monies.
- H. To provide road development and maintenance, a culinary water system and a full time caretaker.
- I. To create and design a governing Board and the responsibilities and duties thereof.
- J. To develop, administer and seek compliance with these Bylaws and restrictive covenants.
- K. To initiate and pursue corrective action with respect to Members or individuals as warranted.
- L. To provide a fair hearing plan for any Member receiving an adverse decision from the Board.
- M. To develop and regulate future provisions as necessary to insure the well being of the Association and its Members.
- N. To develop a set of rules and regulations for the Association.
- O. To carry out all other rights and responsibilities given under the Declaration and these Bylaws to the

Board and its Members.

P. To hold members responsible for educating and ensuring their guests abide by the rules and regulations of the Association.

Q. To interact with each other in a respectful, courteous, and civilized manner.

R. To encourage and enable communication among members and the Association through electronic means such as social media, (i.e., website, blog, Facebook page or equivalent), emails, texts, etc.

### Article III Definitions

**Section 3.1. Association.** "Association" means the Uintalands Association, a Utah non-profit corporation organized to administer and enforce the Declaration and to exercise all rights, powers and duties set forth in the Declaration and these Bylaws, as amended from time to time.

**Section 3.2. Board.** "Board" means the Board of Trustees of the Association.

**Section 3.3. Lot.** "Lot" shall mean any area of real property within the lands identified in Exhibit "A" and designated as a lot on any recorded subdivision plat or designated as a lot by the Board.

**Section 3.4. Owner.** "Owner" shall mean (when so capitalized) the record owner of fee simple title to any Lot. If there is more than one record holder of fee simple title to a Lot, each record holder shall be an "Owner."

**Section 3.5. Notices to members.** Notices sent to members by the Association of Annual/special meetings, annual assessments, newsletter, or other information, may be sent by mail or email.

### Article IV Offices

**Section 4.1. Principal Office.** The principal office of the Association shall be in the State of Utah and shall be located at a place designated as the home or office of the Business Manager, which may change from time to time as designated by the Board. The Association may have such other offices as the Board may determine or as the affairs of the Association may require from time to time.

**Section 4.2. Registered Office.** The Association shall have and continuously maintain in the State of Utah a registered office, and a registered agent whose office is identical with such registered office. The registered office may be, but need not be, identical to the principal office in the State of Utah. The address of the registered office may be changed from time to time by the Board. The Board shall decide, as needed, the location of the principal office and advise the membership and any appropriate government, such as local, state or federal.

### Article V Membership

**Section 5.1. Members.** Each and every Owner of a Lot shall be a Member of the Association. Membership is mandatory with Lot ownership. In the situation where a Lot has multiple Owners (i.e., families, organizations, trusts etc.) one person will be designated by that body or group as the one person responsible to vote the membership interest for their Lot and to otherwise ensure that the Lot is in compliance with the Declaration and these Bylaws. All correspondence from the Association will be issued to that person only.

**Section 5.2. Number of Memberships.** There shall be no more than 285 memberships in the Association. All excess memberships not allotted initially shall be unissued memberships subject to issuance in the future to qualified new Members of the Association.

**Section 5.3. Active/Inactive Memberships.** Unless approved by the Board, all memberships are deemed active, voting memberships. Nevertheless, if an Owner owns multiple Lots, he or she may request written approval from the Board that one or more of his or her memberships for such Lots be designated as inactive. In order to be designated as an inactive membership, the Lot associated with such membership must not have any grading, water connection, power or septic tank or any other utility or feature that makes the Lot more accessible or useable; and the Lot must be contiguous to an active Lot under the same ownership. An inactive membership shall not be entitled to vote its membership interest and may also be entitled to reduced assessments.

**Section 5.4. Termination.** All rights of membership terminate upon sale of property or other transfer of property from the owner of record to another.

**Section 5.5. Transfer of Membership.** Membership in the Association is transferred and assigned as a part of sale or other transfer or when a family member, corporate officer, Trustee or other person takes over responsibility for a Lot due to age, illness etc.

**Section 5.6. Voting Rights.** Each active membership in good standing shall be entitled to one vote on each matter submitted for a vote of Members. There are no voting rights for inactive memberships.

**Section 5.7. Delinquent Dues and Members Not in Good Standing.** Should any membership be delinquent in dues or payments of assessments, or for any reason is designated as a Member not in good standing, the voting rights of that membership shall be suspended by the Board until such delinquency is remedied.

## **Article VI Meetings of Members**

**Section 6.1. Annual Meeting.** An annual meeting of the Members shall be held at a place designated by the Board on the second Wednesday in the month of November, at the hour of 7:00 p.m. for the purpose of electing Trustees, reviewing and approving budgets and treasury reports and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. If the election of Trustees shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

**Section 6.2. Special Meetings.** The president, the Board, or a written petition signed by not less than one-tenth of the Members having voting rights may call special meetings of the Members.

**Section 6.3. Place of Meeting.** The Board may designate any place, provided such place is within a 125 mile radius of Salt Lake City, Utah, as the place of meeting for an annual or special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Utah.

**Section 6.4. Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of Members shall be delivered either personally, or by mail, to each Member entitled to vote at such meeting, not less than thirty nor more than fifty days before the date of such meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. In the case of a special meeting, only those items as described in the notice may be addressed at the meeting. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States Mail addressed to the Member at his address as it

appears on the records of the Association, with postage thereon prepaid.

**Section 6.5. Informal Action by Member.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by 2/3 of the Members entitled to vote with respect to the subject matter thereof.

**Section 6.6. Quorum.** Those in attendance at a meeting duly called by the Board, responding either by mail, signed proxy, or in person shall constitute a quorum.

**Section 6.7. Voting.** When a quorum is established, the vote of a majority of that quorum shall constitute an official action of the Members unless a greater approval percentage is required by the Declaration or these Bylaws. Candidates receiving the highest vote count of those voting either by mail or in person are elected to the Board.

**Section 6.8. Proxies.** At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

**Section 6.9. Voting by Mail.** Where Trustees or Officers are to be elected by Members, such election may be conducted by mail in such a manner as the Board shall determine, provide that a quorum votes in such election.

**Section 6.10. Rules for Meetings.** Robert's Rules of Order shall be followed as much as possible and shall be the final rule when controversy arises.

#### **Article VII Board of Trustees**

**Section 7.1. General Powers.** The affairs of the Association shall be managed by its Board of Trustees which shall conduct and manage the affairs of the Association to comply with and achieve the goals of Article II - Purposes and Responsibilities of Uintalands Association. The Board shall conduct financial affairs in good faith for the well being of the Association and its Members. Trustees need not be residents of Utah, but must be Members of the Association, in good standing.

**Section 7.2. Number, Tenure and Qualifications.** The number of Trustees shall be nine. The term of office for each Trustee shall be 3 years or until his or her successor shall have been elected and qualified. Trustees may be elected to a maximum of two consecutive three-year terms. After a Trustee has served two consecutive terms, he or she must not serve as a Trustee for a minimum of one year before he or she may serve again.

**Section 7.3. Regular Meetings.** A regular annual meeting of the Board shall be held without other notice than these Bylaws, immediately after, and at the same place as, the annual meeting of Members. The Board may provide by resolution the time and place, either within or without the State of Utah, for the holding of additional regular meetings of the Board without other notice than such resolution. All meetings of the Board are to be open to the general membership. Members may be excused when matters of a personal nature are addressed.

**Section 7.4. Special Meetings.** Special meetings of the Board may be called by or at the request of the President or any two Trustees. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Utah, as the place for holding any special meeting of the Board called by them.

**Section 7.5. Notice.** Notice of any special meeting of the Board shall be given at least ten days prior

thereto by written notice delivered personally or sent by mail to each Trustee at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. The attendance of a Trustee constitutes a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these articles.

**Section 7.6. Quorum.** A majority of the total Board shall constitute a quorum for the transactions of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting the meeting must adjourn and convene at a future date.

**Section 7.7. Manner of Acting.** The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or the Declaration or by these Bylaws.

**Section 7.8. Vacancies.** Any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of Trustees, shall be filled by the Board. A Trustee elected or appointed to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**Section 7.9. Compensation.** Trustees as such shall not receive any stated salaries for their services, but by resolution of the Board their dues for one active membership may be waived for those Members of the Board that serve dutifully for the year, but nothing herein contained shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving compensation therefore.

**Section 7.10. Corrective Actions.** The Board shall initiate investigation and corrective action of any event or incidences adverse to or not in compliance with the Declaration or any Member thereof. All such actions shall be written with records and minutes kept of these proceedings.

Following its investigation, the Board shall take corrective action to include without limitation:

- a. No action.
- b. Issue a warning, a letter of admonition/education or a letter of reprimand
- c. Imposing a fine or special assessment
- d. Placing a lien on properties
- e. Terminating Association water supply
- f. Initiating criminal or legal action through county or state mechanisms

Any action c, d, e or f shall entitle an individual to procedural rights as provided in Article XV.

## Article VIII Officers

**Section 8.1. Officers.** The Officers of the Association shall be president, one or more vice presidents (the number thereof to be determined by the Board), a secretary, a treasurer and such other Officers as may be elected in accordance with the provisions of this article. The Board may elect or appoint such other Officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such Officers have the authority to perform the duties prescribed, from time to time, by the Board. The Board shall also hire and terminate, as needed, employees of the Association including a business manager and caretaker. Two or more offices may be held by the same person, except the offices

of president and secretary.

**Section 8.2. Election and Term of Office.** The Officers of the Association shall be elected annually by the Board at the next scheduled board meeting following the regular annual meeting of the Association. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be held. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his/her successor shall have been duly elected. Board Members may be removed from office for missing two or more monthly board meetings.

**Section 8.3. Removal.** Any Officer elected or appointed by the Board may be removed by the majority of the Board whenever, in its judgment, the best interests of the Association would be served thereby, but such removal shall be without prejudice to contractual rights, if any, of the Officer so removed. The removed Member has full rights of appeal per Article XIV.

**Section 8.4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

**Section 8.5. President.** The president shall be the principal executive Officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/She shall preside at all meetings of the Members and of the Board. He/She may sign, with the secretary or other proper Officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or Articles of Incorporation or by statute to some other Officer or agent of the Association; and in general he/she shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time. Elected President must serve at least one year as a Board Member prior to being elected President.

**Section 8.6. Vice-President.** In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any Vice-President shall perform such other duties as from time to time may be assigned to him/her by the president or by the Board.

**Section 8.7. Treasurer.** If required by the Board, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or securities as the Board shall determine. Any expenses attendant to issuance of such bond, to be paid by the Association. He shall have charge and custody of and be responsible for all funds and securities of the Association, and be responsible for business manager activities and oversee the receipt of monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depository, as shall be selected in accordance with the provisions of these Bylaws, and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

**Section 8.8. Secretary.** The secretary shall keep the minutes of the meetings of the Members and all Special Meetings called by the Board of Members and of the Board in one or more books provided for that purpose, assume responsibility of business manager in the event the position is abolished or vacated for any reason, see that all notices are duly given in accordance with the provisions of these Articles or as required by law; be responsible for the corporate records including, but not limited to, an accurate accounting of all voting including the issue voted upon, the counts for and against and a list of voting members. In the event that a hand vote is taken the actual count of such vote and the issue voted upon shall be recorded. The secretary shall also be responsible for the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association

under its seal is duly authorized in accordance with the provisions of these articles; keep a register of post office addresses of each Member which shall be furnished to the secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

#### **Article IX Committees**

**Section 9.1. Membership Committee.** The President of the Association shall appoint a committee of three from the membership to be the Membership Committee. The Secretary and a past Board Member of the Association shall be two so appointed. All must be Members in good standing. The function of the Committee shall be to ensure that all Members or potential Members have knowledge of and are in receipt of the Declaration and Bylaws, and that all provisions as set forth in this Article are being or have been met.

**Section 9.2. Other Committees.** Other committees having less than the full authority of the Board in the management of the Association may be designated by a resolution adopted by the Trustees. Except as otherwise provided in such resolution Members of each committee shall be Members of the Association, and the President of the Association shall appoint the Members thereof. Any Member thereof may be removed by the person or persons authorized to appoint such Member whenever in their judgment the best interests of the Association shall be served by such removal.

**Section 9.3. Term of Office.** Each Member of a committee shall continue as such until the next meeting of the Members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such Member be removed from such committee, or unless such Member shall cease to qualify as a Member thereof.

**Section 9.4. Chairperson.** One Member of each committee shall be appointed chairperson by the person or persons authorized to appoint Member thereof.

**Section 9.5. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 9.6. Quorum.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of the majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

**Section 9.7. Rules.** Each committee may adopt rules for its own group not inconsistent with these Bylaws or with rules adopted by the Board.

#### **Article X Employees of the Association**

**Section 10.1. Business Manager.** The Business Manager's responsibility is to maintain the day-to day operation and files of the Association and shall be overseen by the Board.

**Section 10.2. Caretaker.** The caretaker's responsibilities shall be defined by the President and the Board and may change from year to year as the Board sees fit.

#### **Article XI Contracts, Checks, Deposits and Funds**

**Section 11.1. Contracts.** The Board may authorize any Officer or Officers, agent or business manager of the Association, in addition to the Officers so authorized by these Bylaws to enter into any contract to execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. All contracts shall be put out for open written bid. The number of bids to be determined by the Board. All work to be done by licensed and insured contractors, bonding may be required by the Board. The Association shall be held harmless from loss and/or damage

from actions of or the work performed under said contracts. Any purchase, sale, or change of any Association common area land, or real property, if allowed by state or county law, requires the approval of 66% of the active membership in good standing.

**Section 11.2. Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such Officer or Officers, agent or business manager of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such a determination by the Board, any such instrument shall be signed by the treasurer and counter-signed by the President or a Vice-President.

**Section 11.3. Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association as Trustees may select.

**Section 11.4. Gifts.** The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes of, or for any special purpose of, the Association.

### **Article XII Books and Records**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board, and committees having any authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of Members entitled to vote. These records shall include, but not be limited to official counts of elections and other items moved upon at such meetings. All books and records of the Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time.

Annually an accounting audit is to be performed prior to the annual meeting of Members by a committee formed to do such. The findings of this audit to be presented in an itemized format at the annual meeting of Members.

### **Article XIII Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

### **Article XIV Dues and Other Assessments**

**Section 14.1. Annual Dues.** The Board shall inform the membership 30 days prior to the annual meeting of dues to be assessed for the coming year. Any increase/decrease in dues shall be passed by a majority of a voting quorum of Members voting by mail, or by proxy or in person at the annual meeting of the Members set to address those dues. Invoices of annual dues shall be mailed on or before January 1 of each calendar year.

**Section 14.2. Payment of Dues.** Dues must be paid annually by January 31. Interest will be charged on dues paid after that date, at a rate set by the Board.

**Section 14.3. Other Assessments.** Other special assessments may be levied from time to time, as the Board deems necessary. Special assessments must be paid by the due date specified on the special assessment invoice. Interest may be charged at a rate set by the Board on balances due after that date. Any unbudgeted expenditure requiring a special assessment greater than \$40 per year per Lot requires a special meeting of the Members to be called to approve that expenditure.



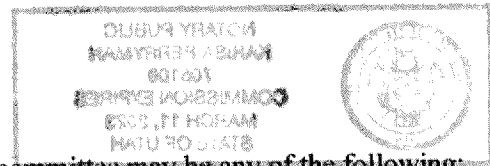
**Section 14.4. Default.** Memberships in default of either dues or other payments or assessments lose their right to vote until such default is remedied.

**Section 14.5. Collection of Dues and Other Assessments.** The amount of any annual dues or other assessments approved by the Board against any Lot, become a debt of the Owner of the Lot at the time the assessment was made and are collectable as such. A suit to recover a money judgment for unpaid dues or assessments is maintainable without foreclosing or waiving any lien to secure it. The Association shall be entitled to a money judgment action to recover any costs of suit or reasonable attorneys' fees it incurs in attempting to collect authorized dues and other assessments.

**Section 14.6. Lien.** If an Owner of a Lot fails or refuses to make payment of any annual dues or other assessments when due, the amount of the dues or assessment plus interest, collection costs and reasonable attorneys' fees, constitutes a lien upon the Owner's Lot. The Association is authorized to record a Notice of Lien upon the Owner's Lot. The lien for nonpayment of dues or assessments may be enforced by a sale or foreclosure of the Owner's Lot by the Board. The sale shall be conducted in the same manner as foreclosures in deeds of trust or mortgages, or in any manner permitted by law. The Owner shall pay the costs, expenses, and reasonable attorneys' fees of any foreclosure or sale.

#### Article XV Interviews, Hearings and Appellate Review

**Section 15.1. Review.** When an Owner or other individual receives a Notice of Adverse Action or Recommendation from the Board, he/she/they shall be entitled to request a hearing and review before an ad hoc committee of Members of the Association. The ad hoc committee shall be made up of six (6) Members who have no conflict of interests, the President of the Board, and the individual of adverse action. The chairperson will be elected by the formed ad hoc committee and will not be the president of the Board or the individual of adverse action. At such hearing exhibits, evidences, witnesses, rebuttal and examination may be presented by opposing parties.



**Section 15.2. Review Action.** The action of the review ad hoc committee may be any of the following:

- a. Uphold the Board corrective action
- b. Uphold but modify, the Board corrective action
- c. Dismiss the Board corrective action

The review ad hoc committees decision is final.

**Section 15.3. Corrective Action Expenses.** Any individual, Member, or guests violating any provision of the Declaration or these Bylaws, agrees to pay all costs, expenses and legal fees involved in enforcing these Articles and Protective Covenants.

#### Article XVI Seal

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal."

#### Article XVII Waiver of Notice

Whenever any notice is required to be given under the provisions of any act of Utah or under the provisions of the Articles of Incorporation of the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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**Article XVIII Amendments**

Amendments to these Bylaws must be approved by 66% of the active memberships in good standing. Voting may be by mail, by proxy, or in attendance at an annual meeting voting on the question. Amendment for this Article shall mean, addition, repeal or modification.

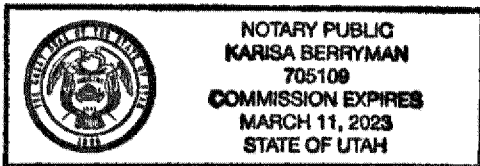
The undersigned, being the duly elected and qualified Secretary of Uintalands Association (the "Association"), a corporation duly organized under the laws of the State of Utah, certifies that the above is a true and correct copy of the Bylaw as amended by the Association members present at a legally and properly noticed shareholders meeting held November 11, 2020, which was held in accordance with state laws. The bylaws are now in full force and effect without modification or rescission.

Dated this 11 day of December, 2020.

Melann Anderson  
Secretary

SUBSCRIBED AND SWORN TO before me this 11th day of December, 2020

Karisa Berryman  
Notary Public



## EXHIBIT A

UINTALANDS SUBDIVISION, a subdivision located in Summit County, State of Utah, and being located in parts of Sections 4, 3, 10, and 11 of Township 2 North, Range 10 East, Salt Lake Base and Meridian, as described in said UINTALANDS subdivision plats on file with the Summit County Recorder's Office as more particularly described in sheets 1 through 5 of said subdivision Plat.

The parcel numbers of the Subdivision include all of the following:

UL-ASSOCIATION	UL-20-C	UL-41-A	UL-58-B	UL-76
UL-1	UL-21	UL-41-B	UL-58-C	UL-77-A
UL-2-A	UL-22-A	UL-41-C	UL-59	UL-77-B
UL-2-B	UL-22-B	UL-42-A	UL-59-C	UL-77-C
UL-2-C	UL-22-C	UL-42-B	UL-60-A	UL-78-A
UL-3	UL-23	UL-42-C	UL-60-B	UL-78-B
UL-4-A	UL-24A-AM	UL-43-A	UL-60-C	UL-78-C
UL-4-B	UL-24B-AM	UL-43-B	UL-61-A	UL-79-A
UL-4-C	UL-24-C	UL-43-C	UL-61-B	UL-79-B
UL-5-A	UL-25-A	UL-44-A	UL-61-C	UL-79-C
UL-5-B	UL-25-B	UL-44-B	UL-62-A	UL-80-A
UL-5-C	UL-25-C	UL-44-C	UL-62-B	UL-80-B
UL-6-A	UL-26-A	UL-44-D	UL-62-C	UL-80-C
UL-6-B	UL-26-B	UL-45-A	UL-63-A	UL-81-A
UL-6-C	UL-27-A	UL-45-B	UL-63-B	UL-81-B
UL-7-A	UL-27-B	UL-45-C	UL-63-C	UL-81-C
UL-7-B	UL-27-C	UL-46-A	UL-64-A	UL-82-A
UL-7-C	UL-28-A	UL-46-B	UL-64-B	UL-82-B
UL-8-A	UL-28-B	UL-46-C	UL-64-C	UL-82-C
UL-8-B	UL-28-C	UL-47-A	UL-65-A-B	UL-83-A
UL-9	UL-29-A	UL-47-B	UL-65-B-A	UL-83-B
UL-10	UL-29-B	UL-47-C	UL-65-C	UL-83-C
UL-10-1	UL-29-C	UL-48-A	UL-66-A	UL-84-A
UL-Park	UL-30-A	UL-48-B	UL-66-B	UL-84-B
UL-11-A	UL-30-B	UL-48-C	UL-66-C	UL-84-C
UL-11-B	UL-30-C	UL-49-A	UL-67-A	UL-85A-LLA
UL-11-C	UL-31-A	UL-49-B	UL-67-B-1	UL-85B-LLA
UL-12-A	UL-31-B	UL-49-C	UL-67-B	UL-86-A
UL-12-B	UL-31-C	UL-49-D	UL-67-C	UL-86-B
UL-12-C	UL-32	UL-50-A	UL-68-A-AM	UL-86-C
UL-13-A	UL-33D	UL-50-B	UL-68-B	UL-87-A
UL-13-B	UL-33E	UL-50-C	UL-68-C-AM	UL-87-B
UL-13-C	UL-34-A	UL-51-A	UL-69-A	UL-87-C
UL-14-A	UL-34-B	UL-51-B	UL-69-B	UL-88D
UL-14-B	UL-34-C	UL-51-C	UL-69-C	UL-89-A
UL-14-C	UL-35-A	UL-52-A	UL-69-D	UL-89-B
UL-15A-AM	UL-35-B	UL-52-B	UL-70-A	UL-89-C
UL-15-B	UL-35-C	UL-52-C	UL-70-B	UL-90-A

UL-15-C	UL-36-A	UL-53-A	UL-70-C	UL-90-B
UL-16-A&B	UL-36-B	UL-53-B	UL-71-A	UL-90-C
UL-16-C	UL-36-C	UL-53-C	UL-71-B	UL-91-A
UL-17-A	UL-37-A	UL-54-A	UL-71-C	UL-91-B
UL-17-B	UL-37-B	UL-54-B	UL-72-A	UL-91-C
UL-17-C	UL-38-A	UL-54-C	UL-72-B	UL-92-A
UL-18-A	UL-38-B	UL-55	UL-72-C	UL-92-B
UL-18-B	UL-38-C	UL-56-A	UL-73-A	UL-92-C
UL-18-C	UL-39-A	UL-56-B	UL-73-B	UL-93-A
UL-19-A	UL-39-B	UL-56-C	UL-73-C	UL-93-B
UL-19-B	UL-39-C	UL-57-A	UL-74	UL-93-C
UL-19-C	UL-40-A	UL-57-B	UL-74-B	UL-94-A
UL-20A-AM	UL-40-B	UL-57-C	UL-74-C	UL-94-B
UL-20B-AM	UL-40-C	UL-58-A	UL-75	UL-94-C

Also including Parcel No. SS-2040-A-4

Commencing 1,327.52 feet North of the Southeast corner of Section 3, Township 2 North, Range 10 East, Salt Lake Base and Meridian; thence West 900 feet; thence North 331.88 feet; thence East 900 feet; thence South 331.88 feet to the place of beginning.

Containing 6.83 acres