

09-219-0001 → 0030

**BYLAWS
OF**

SUMMER PLACE HOMEOWNERS ASSOCIATION, INC.

I. IDENTITY AND DEFINED TERMS

These are the Bylaws of Summer Place Homeowners Association, Inc., a Utah nonprofit corporation (the "*Association*"), for certain real property in Clearfield, County of Davis, State of Utah, more particularly described on *Exhibit A* attached hereto. All capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Declaration of Covenants, Conditions and Restrictions filed on January 12, 1994, Book 1711, Page 1130, in the records of the Davis County, State of Utah, Recorder's Office (together with the Amendments filed on October 25, 1994, Book 1814, Page 1150, in the records of the Davis County, State of Utah, Recorder's Office and any future Amendments, the "*Declaration*").

II. APPLICATION AND PURPOSE

2.1 Application. Summer Place is a community of single-family Lot Owners or other persons that have been subject to the Declaration ("*Summer Place*"). All present or future Owners or any other persons who might reside in or own a Lot are subject to the restrictions set forth in these Bylaws. The mere acquisition of the Lots, or the mere act of occupancy or use of any Lot or the Common Areas within Summer Place will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

2.2 Purpose. This Association is formed to serve as a means through which the Owners may take action with regard to the administration, management and operation of Summer Place, and the Lots and Common Areas therein.

III. ASSOCIATION

3.1. Members. All Owners, as defined in the Declaration, shall be members of the Association (the "*Members*"). The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot.

3.2. Place of Meeting. Meetings of the Association shall be held at such place within Summer Place as the Board may specify in the written notice of such meeting, except as herein otherwise specified. A waiver of notice signed by two-thirds of the Members may designate any place, within Summer Place, as the place for holding such meeting. If no designation is made, the place of meeting shall be at the home of one of the members of the Board of the Association.

3.3. Annual Meetings. The annual meeting of the Association shall be held on the second Wednesday of June of each year or at such other time and place within Summer Place as determined by the Board; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Board may by resolution fix the date of the annual meeting as the Board may deem appropriate.

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3.4. Special Meetings. Special meetings of the Association may be called at any time by the Board, or by Members who collectively hold at least fifty percent (50%) of the total outstanding votes in the Association. Such meetings shall be held at such place within Summer Place as the Board may specify and the notice thereof shall state the date, time, and matters to be considered.

3.5. Notices. Written notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not more than fifty (50) nor less than ten (10) days before the date of the meeting, either personally or by email to each Member at the email addresses which the Members have provided to the Board, as well by posting a notice on the bank of mailboxes in Summer Place.

3.6. Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, Articles of Incorporation of Summer Place Homeowners Association, Inc. (the "*Articles*") or these Bylaws, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present, another meeting may be called (subject to the notice requirements set forth in either the Declaration, the Articles or these Bylaws), at which a 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 more than forty-five (45) days following the immediately preceding meeting.

3.7. Voting. When a quorum is present at any meeting, the vote of the Members representing more than fifty (50%) percent of the votes represented at such meeting (either in person or represented by proxy) shall decide any question of business brought before such meeting, subject to the terms of these Bylaws or the Declaration, unless the question is one upon which, by express provision of the Declaration or these Bylaws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary of the Association at least five (5) days prior to the annual meeting. Proxies for special meetings must be of record with the Secretary at least two (2) days prior to the meeting. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting if, and only if, such Member shall have fully paid all due installments of Assessments, either special Assessments or annual Assessments, made or levied against the Member and such Member's Lot, together with all additional charges, if properly chargeable to the Member and against the Member's Lot, at least three (3) days prior to the date fixed for such annual or special meeting. If the multiple Owners of a Lot cannot reach agreement regarding any vote by the time the vote is to be cast, whether by proxy or otherwise, the vote associated with that Lot shall be disregarded.

3.8. Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or, in cases where the Lot Owner is more than one person, by or on behalf of all such persons by agreement among such Owners. No proxy shall be revocable except by actual notice to the person presiding over the meeting, by the

Lot Owner or Owners, that it be revoked. Any proxy shall be void if it is not dated, or if it purports to be revocable without notice to the person presiding at a meeting. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy. All proxies must be individual Owners or the legal representative of an Owner.

3.9. Waivers of Notice. Any Member may at any time waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of a Member in person at any meeting of the Owners or the Association shall be deemed such waiver, except where such attendance is for the express purpose of objecting to the meeting on grounds that such notice was defective.

3.10. Conduct of Meetings. The President, or in his or her absence, the Vice President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a book for that purpose all resolutions adopted at the meeting, as well as a record of all transactions occurring at any meetings.

3.11. Informal Action by Members. Any action that is required or permitted to be taken at a meeting, whether special meeting or annual 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 the number of Members necessary to approve such action at a meeting and who are entitled to vote with respect to the subject matter thereof.

IV. BOARD OF DIRECTORS

4.1. Purposes and Powers. The business, property and affairs of the Association shall be managed and governed by the Board of Directors of the Association (the "*Board*"). The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and may do all such acts and things as are not prohibited by law or by these Bylaws as necessary for the administration of the affairs of the Association. The Board shall have the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of the Development provided such rules and regulations shall not be in conflict with Utah law, the Declaration or these Bylaws.

4.2. Composition of Board. Board members of the Association (the "*Directors*") shall be duly elected and removed, and vacancies shall be filled in the manner provided by these Bylaws. The initial Board shall be composed of four (4) Directors. The Directors duly appointed by Declarant, shall serve until the first meeting of the Members held after the Declarant turns over to the Members the responsibility for electing Directors as provided in the Declaration and until their successors are duly elected and qualified. After the Declarant turns over to the Members responsibility for electing Directors, the Board shall be composed of at least four (4) Directors of the classification referred to in Section 4.3. If a majority of the Members decides to increase the number of Directors, from time-to-time, the Members shall have the right to fill vacancies occasioned by such increase and such newly elected Directors shall serve terms of one (1) year each and until their successors are duly elected and qualified. The Association shall always have a minimum of four (4) Directors.

4.3. Election. At the first meeting of the Members held after the Declarant turns over to the Members responsibility for electing Directors, the Members shall elect four (4) Directors to serve for terms of one (1) year each and until their successors are duly elected and qualified. At each annual meeting in which the term or terms of the Directors would expire, the Members shall elect Directors who shall serve for one year and until their respective successors are duly elected and qualified.

4.4. Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or to the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time, with or without cause, by the affirmative vote of the Members, or their proxies, holding at least two-thirds of the total number of votes of all Members entitled to vote, at a special meeting of the Members called for such purpose.

4.5. Vacancies. If vacancies shall occur in the Board by reason of the death, resignation, or disqualification of a Director, or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board occurring by reason of the removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. Any Director elected or appointed to fill a vacancy shall serve for the unexpired term of the predecessor or for the term of the newly created Directorship, as the case may be.

4.6. Special Meetings. Special meetings of the Board may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board may fix any place, within Summer Place, 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 emailed to each Director at his or her email address previously provided to the Board or to the Association. If mailed, such notice shall be deemed to have been delivered three (3) days after it is 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 sent.

4.7. Quorum and Voting. Before the time that Declarant turns over to the Owners responsibility for electing Directors, a majority of the then-authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Thereafter, a majority of the then-authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Except as otherwise required in these Bylaws, the Articles, or the Declaration, the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.8. Compensation. No Director shall receive compensation for any services that the Director may render to the Association as a Director; provided, however, that a Director may be

reimbursed for expenses incurred in the performance of the Director's duties as a Director to the extent such expenses are approved by the Board.

4.9. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting thereof shall be a waiver of notice by him or her of the time and place thereof, except where such attendance is for the express purpose of objecting to the meeting on grounds that such notice was defective.

4.10. Action Without Meeting. Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors.

4.11. Adjournments. The Board may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.12. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Development.

4.13. Amendments. The provisions of this Article IV may not be amended, modified, or repealed, unless such amendment, modification, or repeal is approved by the affirmative vote of Members owning all of the Lots of the Development, or their proxies, entitled to vote and holding at least two-thirds of the total number of votes of all Members entitled to vote.

5.3. Subordinate Directors. The Board may from time to time appoint such other directors 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 may from time to time determine. The Board may from time to time delegate to any director the power to appoint any such subordinate director and to prescribe their respective titles, terms of office, authorities, and duties.

V. OFFICERS

5.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer (the "Officers").

5.2. Election, Tenure, and Qualification. 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 special meeting of the Board. Each such Officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold office until the next ensuing regular annual meeting of the Board and until the Officer's successor shall have been chosen and qualified, or until the Officer's death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two of such offices. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

5.3. Subordinate Officers. 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 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.

5.4. Resignation and Removal. Any Officer may resign at any time by delivering a written resignation to the President, the Secretary, or to the Board. Unless otherwise specified in the resignation, such resignation shall take effect upon delivery.

5.5. Vacancies and Newly Created Offices. 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 until the next regular or special meeting of the Association.

5.6. The President. The President shall preside at meetings of the Board and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts approved by the Board, and shall do and perform all other acts and things that the Board may require.

5.7. The Vice President. The Vice President shall act in the President's stead at any and all times when the President is unavailable to carry out his or her duties. The Vice President shall perform such other duties as the Board may require.

5.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require. The Secretary shall perform such other duties as the Board may require.

5.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board. The Treasurer shall perform such other duties as the Board may require.

5.9. Compensation. No Officer shall receive compensation for any services rendered to the Association as an Officer; provided, however, that an Officer may be reimbursed for expenses incurred in performance of his or her 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 or her capacity as an Officer.

VI. INDEMNIFICATION

6.1 Indemnification - Third-Party Actions. 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, 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 or she is or was a Director or Officer of the Association, or is or was serving at the request of the

Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, 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 or she reasonably believed to be in or not opposed to 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 or her conduct was unlawful.

6.2 Indemnification - Association Actions. 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 to procure a judgment in its favor by reason of the fact that he or she is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to 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 or her 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.

6.3 Determinations. 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 6.1 or 6.2 hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Sections 6.1 or 6.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in Sections 6.1 or 6.2 hereof. Such determination shall be made either (a) by the Board by a majority vote of disinterested Directors or (b) by the Members by the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association at a meeting duly called for such purpose.

6.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the 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 or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

6.5 **Scope of Indemnification.** The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles, these Bylaws, any agreements, vote of disinterested members of Directors, or otherwise, both as to action in his or her 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 Directors, Officers, employees, and 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.

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

6.7 **Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association.

VII. ACCOUNTING

7.1 **Books and Accounts.** The books and accounts of the Board shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

7.2 **Fiscal Year.** The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year, herein established, shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

VIII. 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 Development, provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles, the Declaration, or these Bylaws. At all times after the Declarant turns over to the Board the responsibility for rules and regulations of the Association, the regulations relating to the use of Lots or access to them must be approved by a majority of the Directors.

IX. AMENDMENT OF THE BYLAWS

Except as otherwise provided by law, by the Articles, 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 two-thirds of the Members, or their proxies; 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, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Davis County, State of Utah.

X. NOTICE

10.1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by email to the email addresses supplied to the Association by the Members.

10.2. Waiver of Notice. Whenever any notice is required to be given under the provisions of applicable statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of Utah law.

XI. MISCELLANEOUS PROVISIONS

11.1. Officers and Directors. These Bylaws provide for four officers and four Directors. Officers may be the same people as the Directors and Directors may be the same people as the Officers; provided, however, that these Bylaws do not require that they be the same.

11.2. Governing Law and Conflict. The interpretation and enforcement of these Bylaws is governed by the laws of the State of Utah, regardless of any internal conflict of law principles. These Bylaws are subordinate and subject to the provisions of the Declaration which address the same matters, and to the provisions of Utah law. If the Declaration does not address a specific matter contained in these Bylaws, then these Bylaws shall control. In the event of any conflict between these Bylaws and the Declaration as to the same matter, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the laws of the State of Utah, the laws of the State of Utah shall control.

11.3. Severability. These Bylaws are set forth to comply with the requirements of the State of Utah. In case any portion of these Bylaws is in conflict with the provisions of the State of Utah's statutes, the provisions of such statutes will apply. If any provision of these Bylaws or any section, sentence, clause phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end, the provisions hereof are declared to be severable.

11.4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

11.5. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

11.6. Use of Pronouns. Whenever in these Bylaws the context so requires, the singular number shall include the plural and converse; and the use of any gender shall be deemed to include all genders.

Adopted and executed by the Association this 27th day of April, 2020.

SUMMER PLACE HOMEOWNERS ASSOCIATION,
INC., a Utah nonprofit corporation

By: Sharon Hinckley
Sharon Hinckley, Member of the Board and President.

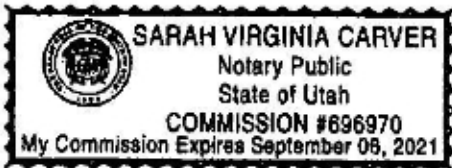
By: Connie Davis
Connie Davis, Member of the Board and Vice President

By: Marie Johnson
Marie Johnson, Member of the Board and Secretary

By: Rosemary Riggs
Rosemary Riggs, Member of the Board and Treasurer

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

On the 27th day of April, 2020, personally appeared before me Sharon Hinckley, who by me being duly sworn, did say that she is a member of the Board and an officer of Summer Place Homeowners Association, Inc., a Utah nonprofit corporation, and did sign the within and foregoing instrument on behalf of said Association.

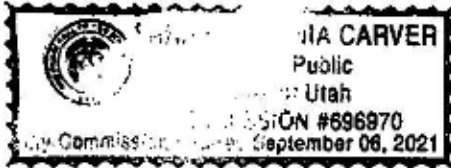


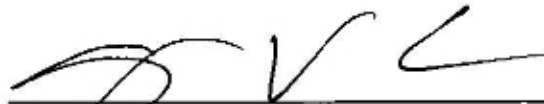
[Signature]
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)



On the 21st day of April, 2020, personally appeared before me Connie Davis, who by me being duly sworn, did say that she is a member of the Board and an officer of Summer Place Homeowners Association, Inc., a Utah nonprofit corporation, and did sign the within and foregoing instrument on behalf of said Association.

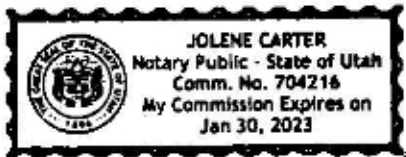


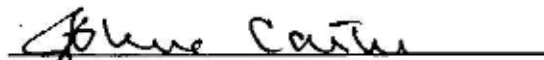


Notary Public

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

On the 20th day of April, 2020, personally appeared before me Marie Johnson, who by me being duly sworn, did say that she is a member of the Board and an officer of Summer Place Homeowners Association, Inc., a Utah nonprofit corporation, and did sign the within and foregoing instrument on behalf of said Association.

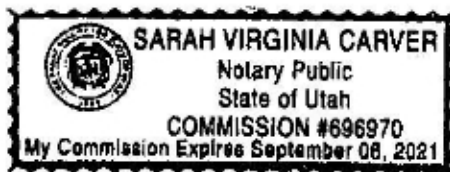




Notary Public

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

On the 21st day of April, 2020, personally appeared before me Rosemary Riggs, who by me being duly sworn, did say that she is a member of the Board and an officer of Summer Place Homeowners Association, Inc., a Utah nonprofit corporation, and did sign the within and foregoing instrument on behalf of said Association.





Notary Public

EXHIBIT A

All of Lots 1 through 30, inclusive, Summer Place P.U.D., according to the official plat thereof recorded in the Office of the County Recorder of Davis County, Utah.

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