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BYLAWS **APR 14 2023**

OF

EVERGREEN ESTATES AT CHERRY HOMEOWNER'S ASSOCIATION

A Utah Nonprofit Association

Organized Under the

Utah Revised Nonprofit Corporation Act

ARTICLE I. Composition of the Association

Section I.1. Name and Location. The Evergreen Estates at Cherry Homeowner's Association (the "Association") shall be composed of and govern the legal owners of Units 101, 102, 103, 104, 105, 106, 107-R, 108, 109, and 110 (the "Units") of the Evergreen Estates at Cherry Subdivision, a planned residential unit development, located in the county of Davis, State of Utah, as more particularly described on Exhibit "A" attached hereto (the "Property"). The owners of a Unit described herein shall be Members ("Members") of the Association.

Section I.2.

Section I.3.

Section I.4.

Section I.5.

Section I.6.

Section I.7.

Section I.2. Purpose. The Association is organized as a nonprofit corporation and shall be operated exclusively for the limited purpose of governing, maintaining, operating, repairing, replacing and governing the Property, according to that certain Covenants, Conditions, and Restrictions ("Declaration"), recorded in the office of the Recorder of Davis County, State of Utah. The Act sets forth additional authority, duties, obligations and rights as to the administration of the Association.

Section I.2.

Section I.8. Business Offices. The Association may have such offices as the Board of Directors may from time to time determine or as the business of the Association may from time to time require.

Section I.9.

Section I.10.

Section I.11.

Section I.12.

Section I.13.

Section I.14.

Section I.15.

Section 1.3. Principal Office. The principal office of the Association shall be located at the place as may be designated in the most recent document on file with the Utah Department of Commerce, Division of Associations and Commercial Code (the "Division") providing information regarding the principal office of the Association. The Association shall maintain at its principal office a copy of such corporate records as may be required by Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act (the "Act").

Section 1.4. Registered Office. The registered office of the Association shall be the registered office as originally so designated in the Association's articles of incorporation or subsequently designated as the Association's registered office in the most recent document on file with the Division providing such information. The Association shall maintain a registered agent as required by the Act. The registered office and registered agent may be changed from time to time as provided in the Act.

ARTICLE II. Members

Section 2.1. Rights of Members. The Members of this Association shall have the rights afforded to them by the Act, subject to the provisions of these Bylaws.

Section 2.2. Meetings of the Members. Meetings of the Members shall be held in accordance with the requirements of the Act and these Bylaws. The annual meeting of the Members of the Association shall be held on the first Saturday in April at 10:00 a.m. at the offices of the Association, beginning in the year following the year in which the Association is incorporated. The Board of Directors may designate some other time, date and place for the annual meeting by giving proper notice of the change in advance of the meeting. The purpose of the annual meeting is the election of Officers and Directors, and to consider such other business that comes before the meeting. The Directors may change the date, time and place of the annual meeting as they see fit by formal resolution.

Members may participate in any meeting by means of conference telephone or similar communications equipment pursuant to which all persons participating in the meeting of the Members can hear each other, and such participation shall constitute presence in person at such meeting. Except as otherwise required by law, notice of each meeting of the Members, whether annual or special, shall be given not less than ten nor more than sixty days before the date of the meeting to each Member of record entitled to vote at such meeting by delivering typewritten or printed notices thereof to such Member personally, or by depositing such notice in the United States mail, in a postage prepaid envelope, directed to such Member at the post office address furnished by the Member to the Secretary of the Association for such purpose or, if the Member shall not have furnished to the Secretary such Member's address for such purpose, then at the Member's post office address last known to the Secretary, or by transmitting a notice thereof to the Member at such address by overnight delivery service, facsimile or telecopier. Except as otherwise expressly required by law, no publication of any notice of a meeting of the Members

shall be required. Notice of any meeting of Members shall not be required to be given to any Member who shall have waived such notice and such notice shall be deemed waived by any Member who shall attend such meeting in person or by proxy, except as a Member who shall attend such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise expressly required by law, notice of any adjourned meeting of the Member need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken. Actions may be taken by the Members without a meeting by unanimous written consent in conformity with the Act.

Section 2.3. Special Meetings. Special Meetings of the Members may be called by the Board of Directors or by the President as they see fit, or by the Members of the Association representing not less than thirty-three percent (33%) of the total votes of the Association. Any notice of special meeting shall state the time, place, and date of the meeting, and the matters to be considered at that meeting. When a special meeting is called by the Members of the Association, the notice shall be in writing, and delivered to the President or the Chairman of the Board.

Section 2.4. Notice of Meeting. The Board of Directors shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than sixty (60) but not less than thirty (30) days prior to the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage pre-paid, addressed to the Member at the last known address. Each Member shall register his or her address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the address shown on the last available property tax assessment rolls for Davis County, in the name of the Owner as it appears on the assessment rolls. It is the obligation of the Owners to notify the Association of changes in Ownership of their Unit. Only one notice will be mailed on each Unit, so if there are multiple Owners, they must designate one of them to receive the notice of the meeting on their behalf. In the absence of such a designation, the Association will mail notice to a local address, if there is one, to the available address it considers most likely to provide actual notice, or to the address shown on the tax assessment rolls for mailing of property tax notices.

Section 2.5. Number, Qualification and Obligations of Members. The number of Members shall be equal to the number of Units. Upon the sale of a Member's Unit that is part of the Association, the selling-member shall provide notice of such sale to the Board of Directors and shall automatically be removed as a Member of the Association. The purchaser of any Unit sold shall automatically become a Member of the Association, without any further action by the Association. Upon purchasing a Unit in the development, each owner shall promptly furnish the Association with a copy of the deed or other instrument under which he or she acquired title to the Unit. Annual dues for all Members shall be fixed by the Board of Directors each year, upon consultation with the Members. The Membership year shall be on a fiscal year basis.

Section 2.6. Quorum. At any meeting of the Members, the presence of Members, in person or by proxy, holding the right to cast more than fifty (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may vote to continue the meeting to a later date set by those Members present. Notice of the continued meeting will be sent to the Members providing at least five (5) days' notice of the new meeting. At any continued meeting, a quorum will be comprised of those Members present in person or by proxy at the reconvened meeting. Unless revoked in writing, written proxies given for the original meeting shall remain in full force and effect at any re-convened meeting.

Section 2.7. Voting and Equity Privileges.

(a) Voting. Each Member shall have one vote on all matters which are legally placed before the Membership for a vote. Any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Board of Directors will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the Officer conducting the meeting shall determine. If the Act or the Declaration require a greater majority for some actions, the provisions of the Act or Declaration shall control.

(b) Proxies. Members may vote in person or by proxy, provided such proxy is in writing.

(c) Equity. Upon dissolution of the Association, each Member in good standing on the date of adoption of the dissolution plan by the Board of Directors shall share equally in the equity. A Member shall not be entitled to a share in the equity of the Association as a result of a sale of that Member's Unit.

Section 2.8. Assessments. Each Member may be assessed for Association obligations, which assessment shall be determined by the Board of Directors and approved by a unanimous vote of the Association's Members.

Section 2.9. Conduct, Rules and Regulations.

(a) A Member shall be responsible for his actions and those of his guests, invitees, agents, contractors and representatives (collectively, "Invitees"). A Member shall ensure that he and his Invitees are apprised of the Association's rules and regulations in relation to the use of its property and assets and agree to abide by such rules.

(b) The Board of Directors shall have the authority to issue rules and regulations, in the exercise of its good faith judgment, to ensure the smooth and efficient operation of the Association's property and assets. Such rules shall require the unanimous approval of the Association's Members to become effective.

ARTICLE III. Board of Directors

Section 3.1. General Powers. As provided in Section 16-6a-801 of the Act, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of the Board of Directors (at times the "Board"), consistent with the provisions of the Act, subject to any limitation set forth in the articles of incorporation and these bylaws. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association as provided in the Declaration and these bylaws. These powers include, but are not limited to, the following:

- (a) Operation, care, upkeep, maintenance, repair, and replacement of the property governed by the Association and as provided in the Declaration;
- (a) Determination of the amounts required for the operation, maintenance, and other affairs of the Association, and the making of such expenditures;
- (d) Adoption of a balanced budget for the Association;
- (e) Assessment and collection of the common expenses;
- (f) Employment or dismissal of such personnel as necessary to assist the Board of Directors in their duties, including employment of legal, accounting, and other professionals necessary for the administration of the Association;
- (g) Obtaining insurance;
- (h) Preparing or causing to be prepared and filed any required income tax returns of forms for the Association; and
- (i) Opening bank accounts on behalf of the Association (with a minimum of two signatories required for any Association account).

Section 3.2. Number, Tenure and Qualifications. There initially shall be three (3) members of the Board of Directors. The Board will be increased to five (5) members upon completion of the project as provided in the Declaration. The Directors shall serve until the next annual meeting in which Directors are elected, and shall continue to serve until their successors have been elected and assumed office. Directors shall serve two-year terms. Immediately after the election of the first Board of Directors by the Members, the Directors shall, by drawing lots, divide themselves into three terms of one and two years. Thereafter, at each annual meeting, only the Director whose term has expired will stand for election. Board members must be owners of a Unit and members of the Association (except of the initial board during the construction and development phase of the project). Any Board member who ceases to be an owner is deemed to have resigned as a Director, and a replacement will be appointed by the remaining Directors. Until all dwellings in the project have been constructed, representatives of the Declarant may serve as Directors, and these Directors are not required to be Owners.

Section 3.3. Board Meetings. The Board of Directors shall have at least one meeting per year and may hold any of its meetings at such place or places within or without the State of Utah as the Board may from time to time by resolution designate or as shall be designated by the person or persons calling the meeting or in the notice or a waiver of notice of any such meeting. Directors may participate in any meeting of the Board by means of conference telephone or similar communications equipment pursuant to which all persons participating in the meeting of the Board can hear each other, and such participation shall constitute presence in person at such meeting. Except as otherwise provided by law, notice of the time and place of each such meeting shall be mailed to each director, addressed to such director at such director's residence or usual place of business, not more than fifteen (15) calendar days, and not less than five (5) calendar days prior to the date of the meeting. Except where otherwise required by law, notice of the purpose of a meeting need not be given. Notice of any meeting of the Board shall not be required to be given to any director who is present at such meeting, except a director who shall attend such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Actions may be taken by the Board without a meeting by unanimous written consent in conformity with the Act.

Section 3.4. Quorum/Voting. A quorum at a Board meeting will consist of a simple majority of the Board. Board Members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among board Members. Each director shall have one vote on all matters which are legally placed before the Board for a vote. Each matter requiring Board approval under these bylaws shall require the affirmative vote of three (3) of the three (3) directors.

Section 3.5. Deadlock. In the event of a deadlock on the Board, the Board shall immediately call for a special meeting of the Members and, at the direction of the Chairman of the Board, either call for the election of a new board, or submit the matter to the Members for determination.

Section 3.6. Compensation. The Board of Directors shall serve without compensation, provided that their reasonable out of pocket expenses for Association business may be reimbursed by the Association within the approved budget.

Section 3.7. Resignation or Removal. Any Director may resign at any time by written notice to the remaining Directors. A Director will also be deemed to have resigned if he or she fails to attend three (3) consecutive board meetings, unless the Chairman finds there was reasonably and justifiable cause for the absences. Any Director may be removed prior to the end of his or her term of office by an affirmative vote of sixty percent (60%) of the Members of the Association at a regular or special meeting called for that purpose.

Section 3.8. Vacancies. Vacancies on the Board of Directors will be filled by appointment of a successor by the remainder of the Board. Such appointee will serve out the

remaining term of the resigning or removed Director, and will stand for election at the expiration of that term.

ARTICLE IV. Officers

Section 4.1. Numbers and Qualifications. The officers of the Association shall be such officers as may be appointed by the Board of Directors, and may include one or more of: a president, chief executive officer, chief operating officer, chief financial officer, treasurer, controller, and secretary. The Association may also have such other officers and assistant officers as the Board of Directors in its discretion may determine, by resolution, to be appropriate, including a chairman of the board, one or more vice-presidents, assistant secretaries and assistant treasurers. All such officers shall be appointed by the Board of Directors, except that if specifically authorized by the Board of Directors, an officer may appoint one or more officers or assistant officers consistent with Section 16-6a-818 of the Act. The same individual may simultaneously hold more than one office in the Association.

Section 4.2. Appointment and Term of Office. The officers of the Association shall be appointed by the Board of Directors (or, to the extent permitted by Section 1.23 above, by an officer specifically authorized by the Board to make such appointments), for such terms as may be determined by the Board of Directors. Neither the appointment of an officer nor the designation of a specified term creates or grants to the officer any contract rights, and the Board can remove the officer at any time prior to the termination of any term for which the officer may have been appointed. If no other term is specified, officers shall hold office until they resign, die, or until they are removed or replaced in the manner provided in Section 16-6a-820 of the Act.

Section 4.3. Authority and Duties. Except as otherwise established by the Board of Directors, the officers of the Association shall have the authority and perform the duties specified below and as may be additionally specified by the president, the Board of Directors or these bylaws (and in all cases where the duties of any officer are not prescribed by the bylaws or by the Board of Directors, such officer shall follow the orders and instructions of the president), except that in any event each officer shall exercise such powers and perform such duties as may be required by law:

(a) President. The president shall, subject to the direction and supervision of the Board of Directors, (i) be the chief executive officer of the Association and have general and active control of its affairs and business and general supervision of its officers, agents and employees; (ii) unless there is a chairman of the board, preside at all meetings of the Members and the Board of Directors; (iii) see that all orders and resolutions of the Board of Directors are carried into effect; (v) prepare, execute, certify, and record amendments to the Declaration; and (v) perform all other duties incident to the office of president and as from time to time may be assigned to the president by the Board of Directors. The president may also sign, subject to such

restrictions and limitations as may be imposed from time to time by the Board of Directors and the Members, contracts or other instruments which have been duly approved for execution.

(j) Vice-Presidents. The vice-president, if any (or if there is more than one then each vice-president), shall assist the president and shall perform such duties as may be assigned by the president or by the Board of Directors. The vice-president, if there is one (or if there is more than one then the vice-president designated by the Board of Directors, or if there be no such designation then the vice-presidents in order of their election), shall, at the request of the president, or in the event of the president's absence or inability or refusal to act, 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. Vice-presidents shall perform such other duties as from time to time may be assigned to them by the president or by the Board of Directors. Assistant vice-presidents, if any, shall have such powers and perform such duties as may be assigned to them by the president or by the Board of Directors.

(k) Secretary. The secretary shall: (i) have responsibility for the preparation and maintenance of minutes of the proceedings of the Members and of the Board of Directors; (ii) have responsibility for the preparation and maintenance of the other records and information required to be kept by the Association under Section 16-6a-1601 of the Act; (iii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by the Act or other applicable law; (iv) be custodian of the corporate records and of any seal of the Association; (v) when requested or required, authenticate any records of the Association; (vi) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and (vii) in general perform all duties incident to the office of secretary, including those identified in the Act, and such other duties as from time to time may be assigned to the secretary by the president or the Board of Directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

(l) Treasurer. The treasurer shall: (i) be the principal financial officer of the Association and have responsibility for the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit and handle the same in accordance with instructions of the Board of Directors; (ii) receive and give receipts and acquittances for moneys paid in on account of the Association, and pay out of funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity; (iii) unless there is a controller, be the principal accounting officer of the Association and as such prescribe and maintain the methods and systems of accounting to be followed, keep complete books and records of account, prepare and file all local, state and federal tax returns, prescribe and maintain an adequate system of internal audit and prepare and furnish to the Members and the Board of Directors statements of account showing the financial position of the Association and the results of its operations; (iv) upon request of the Board, make such reports to it as may be required at any time; and (v) perform all other duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Board of Directors or the president. Assistant treasurers, if any, shall have the same powers and duties, subject to supervision by the treasurer.

Section 4.4 Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the Board of Directors and no officer shall be prevented from receiving compensation by reason of the fact that such officer is also a director of the

Association. Appointment as an officer shall not of itself create a contract or other right to compensation for services performed as such officer.

ARTICLE V. Indemnification

Section 5.1. Indemnification. To the maximum extent permitted by the Act or any other applicable law, the Association shall indemnify its incorporator, directors and officers in all cases in which an Association may indemnify an incorporator, director or officer. Without limiting the foregoing, the Association shall indemnify its incorporator, directors and officers in all cases in which it may do so under Section 16-6a-902 of the Act. This provision constitutes authorization of indemnification as contemplated in Section 16-6a-906 of the Act, so that the Association can indemnify its incorporator, directors and officers once a determination has been made in the specific case that indemnification is permissible in the circumstances because the incorporator, director or officer has met the applicable standard of conduct set forth in Section 16-6a-902 of the Act, as referenced above. The Association shall consider and act as expeditiously as possible on any and all requests by an incorporator, director or officer for indemnification.

Section 5.2. Advances of Expenses. Pursuant to the provisions of Section 16-6a-904 and 16-6a-907 of the Act, if a determination is made, following the procedures of Section 16-6a-906a of the Act, that an incorporator, director or officer has met the statutory requirements for advancement of expenses, and if an authorization of payment is made, following the procedures and standards set forth in Section 16-6a-906 of the Act, then the Association may pay for or reimburse the reasonable expenses incurred by an incorporator, director or officer who is a party to a proceeding in advance of final disposition of the proceeding.

Section 5.3. Scope of Indemnification. The indemnification and advancement of expenses authorized by this Article V is intended to permit and require the Association to indemnify to the fullest extent permitted by the laws of the State of Utah any and all persons whom it shall have power to indemnify under such laws from and against any and all of the expenses, disabilities, or other matters referred to in or covered by such laws.

Section 5.4. Other Rights and Remedies. The rights to indemnification and advancement of expenses provided in this Article V shall be in addition to any other rights which a party may have or hereafter acquire under any applicable law, contract, order, or otherwise.

Section 5.5. Severability. If any provision of this Article shall be held to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Article shall not be

affected or impaired thereby, but shall, to the fullest extent possible, be construed so as to give effect to the intent of this Article that each party covered hereby is entitled to the fullest protection permitted by law.

ARTICLE VI. Budget, Expenses, and Assessments

Section 6.1. Budget. The Board of Directors will prepare a budget each year and present it to the Members at the beginning of each fiscal year. The budget shall estimate all of the expenses of the Association, consider any previous over-assessment, and provide an adequate reserve fund for maintenance, repairs, insurance, and replacement of Association equipment and property.

The budget shall set forth each Member's annual assessment. A budget is disapproved if within forty-five (45) days after the date of the meeting stated above at which the Board of Directors presents the adopted budget, there is not unanimous approval by the Members. If a budget is disapproved under this Section, the last approved budget continues as the budget until and unless the Board of Directors presents another budget to Members and that budget is not disapproved.

Section 6.2. Common Expenses. Common expenses shall include, but not be limited to, the following:

- (a) Administration expenses;
- (b) Expenses of maintenance, repair or replacement of the Common Driveway and the Common Snowmelt System;
- (c) Expenses associated with the snow and ice removal from the Common Driveway;
- (d) Cost of insurance maintained by the Association;
- (m) Sufficient general operating reserve, at least enough to cover the insurance deductibles;
- (n) Any short-falls in common expenses from a prior year; and
- (o) Any other items properly chargeable as an expense of the Association.

Section 6.3. Obligation to Pay Common Expenses. All Members are personally obligated to pay their fair proportion of the expenses as set forth herein which are assessed to them by the Board of Directors on an annual basis. The Board of Directors may elect to round the assessments to the nearest dollar. Members cannot waive their obligation to pay assessments for any reason. All assessments paid to the Association are the property of the Association and are not refundable.

Section 6.4. Reserves. A reserve analysis shall be completed by the Board of Directors as provided by the Act. The Board of Directors will determine the necessary amount to hold in reserve for those future or unexpected expenses of long-term maintenance items that typically need replacement after three (3) years or more. The amount of reserves shall be determined by considering the estimated life of the items for which the reserve is established and the future replacement cost of such item. The reserve account shall be kept separate from the regular operating account used for annual expenses. The amount held in reserve shall be disclosed at each annual meeting and the Members shall have an opportunity to discuss and vote for the reserve contribution for any given year.

The Board of Directors may not use money in a reserve fund: (1) for daily maintenance expenses, unless a majority of association Members vote to approve the use of reserve fund money for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established.

Section 6.5. Default by a Member. In the event that a Member has not fulfilled its obligation to pay the annual dues, special assessment, or fines within thirty (30) days of the date due, the Member is in default and is subject to a \$100.00 fine per week while the amounts due remain outstanding. The Association can also pursue all available legal remedies for collection of the defaulted amount and any costs associated with collection, including but no limited to court costs and attorneys' fees which shall be paid by the defaulting Member. The Association may also elect to place a lien upon the Member's property for the owed amount plus interest (which shall accrue at a rate of 10% per annum).

Section 6.6. Statement of Assessments. The Board of Directors shall give each Member written notice of the assessment payable by each Member. The Board of Directors shall also provide a copy of the yearly budget or a written statement of any Member's assessment obligation upon request.

ARTICLE VII. Amendments

Section 7.1. Authority to Amend. This Association's Board of Directors may amend these bylaws or the articles of incorporation at any time upon the vote of seventy-five percent (75%) of the Members of the Association.

ARTICLE VIII. Miscellaneous

Section 8.1. Corporate Seal. The Board of Directors may provide for a corporate seal, to be in such a form as the directors may determine to be appropriate, and any officer of the Association may, when and as required or as determined to be appropriate, affix or impress the seal, or a facsimile thereof, to or on any instrument or document of the Association.

Section 8.2. Fiscal Year. The fiscal year of the Association shall end on December 31 of each year, unless otherwise established by the Board of Directors.

Section 8.3. Declaration. The terms used in these bylaws shall have the same meaning as the definitions in the Covenants, Conditions, and Restrictions of Evergreen Estates Phase 1. These bylaws are to be construed in a manner consistent with the Declaration, and if there are conflicting provisions, the Declaration shall control.

**CERTIFICATE OF ADOPTION OF BYLAWS
OF
EVERGREEN ESTATES AT CHERRY HOMEOWNER'S ASSOCIATION**

The undersigned hereby certifies that he is the incorporator of Evergreen Estates at Cherry Homeowner's Association, and that the foregoing bylaws were approved and adopted by Evergreen Estates at Cherry Homeowner's Association effective as of Jan 1 22, 2022.

Executed effective as of the 1 day of Jan, 2022.



Daren Deru, Incorporator

State of Utah
County of DAVIS
On the 14th day of April, 2023, Daren C. Deru

personally appeared before me,

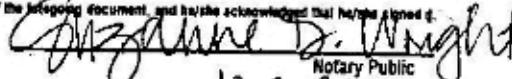
who is personally known to me,

whose identity I verified on the basis of UT driver license

whose identity I verified on the basis/affirmation of _____

a credible witness,

To be the signer of the foregoing document, and he/she acknowledged that he/she signed it:



Notary Public

My Commission Expires: 12-2-2023



Exhibit A

Description of Property

Unit 101, 102, 103, 104, 105, 106, 107-R, 108, 109, and 110, EVERGREEN ESTATES AT CHERRY PRUD, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

All the Open Space Parcel "A" and Parcel "B", EVERGREEN ESTATES AT CHERRY PRUD, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

All of Private Street, Deru's Way (1475 North), EVERGREEN ESTATES AT CHERRY PRUD, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No's. 09-455-0101, 0102, 0103, 0104, 0105, 0106, 0107, 0108, 0109, 0110, 0111, 0112, and 0113.