

10/9/2024

Dear Homeowner,

Last week, a letter with very important information regarding the lawsuit went out via email. We hope you have had a chance to read and review it. If you did not receive it or have questions, please reach out to a board member, or email us at pioneeradditionhoaut@gmail.com.

Attached, you will find two forms: a Limited Directed Proxy and an Assignment of Claims. Both forms are vital to our lawsuit. **If we do not receive 75% of homeowner signatures in favor of the lawsuit, we will not be able to continue.**

Signed forms can be returned directly to a board member, by email, or through an Action Item. We will be going door-to-door in an attempt to obtain any signatures not returned and to answer any questions. Collecting these quickly will help our lawsuit move forward in a timely manner. If you need hard copies of the forms, please reach out.

As a reminder, if we are successful in removing EMMA's control:

- *Homeowner requests and concerns will be addressed by a neighborhood HOA whose board members reside within the neighborhood HOA boundaries.*
- *The 0.5% Community Enhancement Fee will be eliminated.*
- *Homeowners will no longer be required to pay for unwanted amenities.*
- *Monthly HOA fees will go down because homeowners will no longer be paying into two HOAs (\$34 of your monthly HOA dues currently go to EMMA).*

A special meeting will be held immediately following the monthly HOA meeting on November 7th at 7pm. This will be a Teams meeting, please find the meeting details posted on the monthly calendar at the website listed below. In this meeting, a vote to pursue or not to pursue the current lawsuit will be taken. To continue with the current lawsuit, 75% of homeowners will need to vote (either in person or by proxy) in favor of pursuing legal action against EMMA.

If you have any questions, please:

- Submit an action item on the website at <https://pioneeraddition.hoa.emphoa.com>
- Email the Pioneer Addition HOA board: pioneeradditionhoaut@gmail.com
- Reach out to one of your Pioneer Addition HOA board members directly.

Thank you for your support and involvement in this lawsuit. We, as your neighborhood HOA board, will continue to advocate for our community and are hoping for a positive outcome.

LIMITED DIRECTED PROXY

The undersigned hereby affirms and states that he/she/they is/are an owner in Pioneer Addition Subdivision, Pioneer Addition Neighborhood Association (the "Association"). I/we own the following property _____ *[identify physical address or Unit number(s)]*.

For the purpose of voting at the special meeting of the Association at 7pm Mountain Time on November 7, 2024, as such meeting may be delayed or postponed for any reason, I hereby appoint the Board of Directors as my proxy.

This proxy shall allow the Board of Directors, with full power of substitution, to vote on my behalf at the meeting (and any subsequent postponement or adjournment of any such meeting) **ONLY** for the purpose of voting on the course of action regarding the legal dispute between the Association and Eagle Mountain Properties Communities Master Association, Inc. D/B/A Eagle Mountain Master Association, and Monte Vista Ranch, L.C. pertaining to the documents which may have been wrongfully recorded against Pioneer Addition in the same manner and with the same effect as if I/we were physically present at the special meeting. **On this matter, I direct my proxy to vote:**

- ☐ **in favor of pursuing legal action against** Eagle Mountain Properties Communities Master Association, Inc. D/B/A Eagle Mountain Master Association, and Monte Vista Ranch, L.C
- ☐ **against pursuing legal action against** Eagle Mountain Properties Communities Master Association, Inc. D/B/A Eagle Mountain Master Association, and Monte Vista Ranch, L.C to resolve the dispute with the Association

This Limited, Directed Proxy Supersedes And Replaces Any Prior Proxy That I/We Have Issued. This Limited, Direct Proxy shall continue in effect to allow the proxy holder named above to vote on my/our behalf only as related to course of action regarding the legal dispute between the Association and Eagle Mountain Properties Communities Master Association, Inc. D/B/A Eagle Mountain Master Association, and Monte Vista Ranch, L.C. pertaining to the documents which may have been wrongfully recorded against Pioneer Addition at any subsequent postponed or adjourned meeting.

SIGNATURE PAGE FOLLOWS

Date: _____

Owner(s) Printed Name: _____

Signature(s): _____

TO BE VALID, PROXY MUST BE FILLED OUT, SIGNED, DATED, AND DELIVERED PRIOR TO THE START OF THE SPECIAL MEETING.

Completed and signed proxy may be delivered by printing out the proxy, signing it, and returning it in person, email, or via action item - scan or picture (pictures taken with phones are acceptable).

The proxy may be delivered via email to pioneeradditionhoaut@gmail.com, prior to the start of the meeting.

ASSIGNMENT OF CLAIMS

The undersigned lot owner(s) (the "Owner") hereby sells, assigns, transfers, and conveys (the "Assignment") to the Pioneer Addition Neighborhood Association, Inc. (the "Association") all right, title, and interest in and to all rights, legal claims, causes of actions, rights to payment, and judgments that Owner may assert or pursue against the Eagle Mountain Master Association, Inc. (the "Master Association") and Monte Vista, L.C. (the "Developer") related to or arising out of the recording of the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, and related Master Association documents, including but not limited to, those claims and causes of action currently asserted in the case captioned *Pioneer Addition Neighborhood Association, Inc. et. al. v. Eagle Mountain Master Association, Inc. et. al.*, Case No. 230400521, which is currently pending in the Fourth District Court in and for Utah County (the "Litigation"). The consideration for this Assignment of Claims is the agreement by the Association to reasonably pursue the Litigation, which the Owner acknowledges would be cost prohibitive for the Owner to pursue on his or her own. Owner acknowledges that the Association, acting through its Board, has absolute and total discretion in determining how to pursue the Litigation, and on what terms to resolve it, should a resolution be possible. This Assignment shall be deemed an absolute and unconditional assignment.

Lot No. _____

Lot Address: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____