

Agreement Page 1 of 17  
Russell Shirts Washington County Recorder  
03/06/2013 01:36:39 PM Fee \$74.00 By  
BINGHAM SNOW & CALDWELL, LLP

Recorded at the Request of:

Sun River St. George Development, L.C. and  
Sun River St. George Community Association, Inc.

After Recording Mail to:

Vial Fotheringham-SG, LLP  
1173 So. 250 W., Ste. 308  
St. George, UT 84770

Affects Parcel Nos.: *See Exhibit D*

### DECLARATION SECTION 1.18 AGREEMENT

This Agreement is entered into as of this 6<sup>th</sup> day of March, 2013, by and between SUN RIVER ST. GEORGE DEVELOPMENT, L.C., a Utah limited liability company (the "Declarant") and the SUN RIVER ST. GEORGE COMMUNITY ASSOCIATION, INC., a Utah non-profit corporation (the "Association"). Declarant and the Association may be hereinafter referred to individually as a "Party" and collectively as the "Parties". Capitalized terms not defined in this Agreement shall have the meaning given to them in that certain Declaration of Covenants, Conditions and Restrictions for Sun River St. George further defined below in Recital A (the "Declaration").

#### RECITALS

The Parties recite and declare as follows:

A. On or about March 10, 1998, Declarant recorded the Declaration, or caused it to be recorded, in the Official Records of the County Recorder of Washington County, State of Utah as Entry No. 594446, in Book 1187, beginning at Page 294.

B. Pursuant to Section 1.18 of the Declaration, Declarant is entitled to exercise its Development Rights and Special Declarant Rights during the Development Period, which Development Period terminates on March 10, 2013, unless reinstated or extended by an agreement in which the Association's Board may impose limitations on Declarant's subsequent exercise of Development Rights and Special Declarant Rights. (Generally, though not exclusively, Development Rights and Special Declarant Rights are located in Articles 7, 11, and 13 of the Declaration, respectively).

C. For the purposes of this Agreement, the Parties refer to the extension of the Development Period, as provided for and limited herein, as the "Extension of Limited Special Declarant Rights."

D. The Parties now desire to accomplish the following in this Agreement: (i) provide for the Extension of Limited Special Declarant Rights, (ii) terminate forever certain Development Rights and Special Declarant Rights, (iii) identify certain Development Rights and Special Declarant Rights that are extended and limited, and (iv) provide for the ratification of this Agreement by the Members of the Association and recording of this Agreement, if so ratified, in the records of the Washington County Recorder -- ALL subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as for fully set forth herein, the Parties hereby agree as follows:

#### AGREEMENT

1. Recitals. The Parties hereby agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. Extension of Limited Special Declarant Rights. Subject to the terms of Paragraphs 3 and 4 and subject to the pre-condition of Member ratification as provided for in Paragraph 6, the Declarant is hereby granted an Extension of Limited Special Declarant Rights effective from and after March 11, 2013, which rights shall terminate upon the termination of marketing of the last lot of the last phase in the Sun River St. George Active Adult Community ("Sun River St. George") as recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah. The Plat for the last phase shall consist of at least ten (10) lots, unless prohibited by topographical constraints. "Termination of marketing" means the last lot in the last phase of Sun River St. George is no longer listed for sale by Declarant on the Realtor Multiple Listing Service for Washington County, State of Utah.

3. Development Rights and Special Declarant Rights -TERMINATED. As of March 10, 2013, the following Development Rights and Special Declarant Rights are forever terminated:

- a. Appoint Board. Except as provided for in Paragraph 4(i) of this Agreement, the right under Section 3.3 of the Bylaws to appoint and remove Trustees in its sole and absolute discretion under Section 3.3 of the By-Laws;
- b. Cluster Residences. The right under Section 2.7 (b) of the Declaration to construct duplexes, zero-lot line housing and similar arrangements, attached and detached;
- c. Amendment Approval. The right under Section 16.2 of the Declaration to approve amendments made to the Declaration by vote of the Membership, except for those amendments which seek to remove, revoke or modify the Extension of Limited Special Declarant Rights without Declarant approval to an amendment to this Agreement as provided for in Section 7;
- d. Withdrawal. The right to withdraw any portion of the Properties from the coverage of the Declaration under Section 7.3 of the Declaration from Modified Exhibit "A", a copy of which is attached hereto as Modified Exhibit "A". Modified Exhibit "A" is a description of the real property originally subjected to the Declaration and prior to any annexation of property as provided for elsewhere in Article 7, less and excepting lands withdrawn by Declarant prior to the taking of the ratification vote referenced in Paragraph 6 below, specifically withdrawal of the Golf Course and the commercial area and the Atkinville Wash, and;
- e. Annexation. The right under Article 7 of the Declaration to annex additional property and make it subject to the Declaration beyond what is identified in Modified Exhibit "B", a copy of which is attached hereto and incorporated herein. (Modified Exhibit "B" is the description of the real property annexed and remaining to be annexed into (made a part of) Sun River St. George after the Declarant has voluntarily eliminated from Exhibit "B" a substantial amount

of real property which previously could have been annexed into the development). For clarity purposes, the area described in Modified Exhibit "A" and Modified Exhibit "B" have been depicted in Exhibit "C" which is attached hereto and incorporated herein by this reference.

4. ~~Extension of Limited Special Declarant Rights.~~ From and after March 11, 2013, the following Limited Special Declarant Rights and Development Rights of the Declarant are extended through the term identified in Paragraph 2, as modified and limited below (Sections 11.2 and 11.3 of Article 11 (Easements) and Article 13 (Special Declarant Rights) are modified and replaced in their entirety and other Development Rights are restated and replaced as to the specific Section of the Declaration to which they refer):

SECTIONS 11.2 AND 11.3 OF ARTICLE 11 - Easements

- a. Easements for Utilities and Service of Property Within Modified Exhibit B: The reservation to Declarant, and granted to the Association, of perpetual non-exclusive easements upon, across, over and under all of the Properties described in Modified Exhibit "A" and Modified Exhibit "B" (but not through a Dwelling Unit or other structure) to the extent reasonably necessary to install, replace, and maintain cable television systems, master television antenna systems, security systems, street lights, signage, and all utilities, including but not limited to, water, sewers, meter boxes, telephone, gas and electricity. The Declarant and/or the Association may assign these rights to any local utility supplier, cable company, security company or other company providing a service utility to the Properties described in Modified Exhibit "A" and Modified Exhibit "B".
- b. Lot Owner Protections: Any damage to a Dwelling Unit, Lot or structure resulting from the exercise of such easements shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of such easements shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.
- c. Utility Suppliers: The Declarant, through the Declaration, has granted to local utility suppliers, which grant is hereby affirmed and extended, easements across the Properties described in Modified Exhibit "A" and Modified Exhibit "B", for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the Dwelling Unit or Lot, nor shall any utilities be installed or relocated on the Properties described in Modified Exhibit "A" and Modified Exhibit "B", except upon approval by the Board or if approved by Declarant, after advance notice to the Board.
- d. Easements Standards: The right to grant and use easements through the Common Area for the purpose of accessing, constructing and maintaining any landscaping, drainage and utility improvements within the property described in Modified Exhibits "A" and "Modified Exhibit B", as long as said improvements to the Common Areas are constructed consistent with the Community Wide Standard and the maintenance of the same will not unduly burden the Association.
- e. Damage and Indemnification: Declarant and its successors, trustees and assigns shall be responsible for damage to any Common Area of the Association

associated with Declarant's exercise of its rights and easements under subparagraphs 4 (a) through (d) and shall indemnify, defend and hold harmless the Association from and any claims, damages, causes of action or costs (including attorney's fees) which arise from, are related to or are attributable to the construction and utilization of such easements and rights by Declarant, its contractors, subcontractors, suppliers, agents, and affiliated parties.

- f. Effect of 4 (a) - (e): Paragraphs 4 (a) through (e) replace and supersede both Section 11.2 and 11.3 of the Declaration.

#### ARTICLE 13 - Limited Special Declarant Rights

- g. Completion of Improvements: The right to complete any improvements indicated on Plats, development plans filed with the Declaration, or the Master Plan;
- h. Marketing: The right to maintain sales offices, model homes, signs and other advertisements on the property described in Modified Exhibit "A" and Modified Exhibit "B";
- i. Board Appointment and Approval: The right to appoint and remove a Declarant-appointed Trustee of the Association pursuant to the By-Laws (Section 3.5(c)) and the Declaration, however, this right shall terminate upon recording of the last phase in Sun River St. George and the then current Declarant-appointed Trustee or Officer shall vacate office upon recording of the final plat for ten (10) lots (unless prohibited by topographical constraints) in the Official Records on file in the Office of the Recorder of Washington County, State of Utah;
- j. Transferability: The right to assign any rights granted under this Agreement of the Declaration, except that no assignee, transferee or successor owner of any property described in Modified Exhibit "A" and Modified Exhibit "B" is exempt from the architectural control requirements of Article 9 of this Declaration;
- k. Model Homes: The right to construct and maintain Model Homes within the property described in Modified Exhibit "A" and Modified Exhibit "B";
- l. Vacation Villas: The right to construct and maintain no more than eight (8) residences for temporary occupancy within the property described in Modified Exhibit "A" and Modified Exhibit "B" and designate such residences as "Vacation Villas". Occupants of the Vacation Villas shall not be Members of the Association, provided, however, such occupants shall have access to, and use of, the Common Area, including all community centers and facilities. After six (6) visits by a potential buyer occupying a Vacation Villa, the then current guest fees of the Association shall apply and must be paid at the time of the use of the facilities;
- m. Equal Treatment. So long as the Declarant owns any property described in Modified Exhibit "A" and Modified Exhibit "B," the Association shall not, without the prior written consent of the Declarant, adopt any policy, rule or procedure that:
- i. limits the access of the Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Areas or to any property owned by the Association;
  - ii. limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Association or its

- Common Areas or any property owned by any of them in promotional materials;
- iii. limits or prevents purchasers of new residential housing constructed by the Declarant, their successors, assigns and/or affiliates in Sun River St. George from becoming Members of the Association or enjoying full use of its Common Areas, subject to the membership provisions of this Declaration and the By-Laws;
  - iv. discriminates against or singles out any group of Association members or prospective members or the Declarant (this provision shall expressly prohibit the establishment of a fee structure (i. e., assessments, Special Assessments and other mandatory fees or charges other than Benefitted Assessments, chartered club dues, and use fees) that discriminates against or singles out any group of Association members or the Declarant, but shall not prohibit the establishment of Benefitted Assessments or assessments, including Special Assessments which apply to all members equally;
  - v. limits the ability of the Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for Sun River St. George as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by the Declarant and limiting the establishment by the Declarant of easements necessary to complete Sun River St. George shall be expressly included in this provision. Easements that may be established by the Declarant shall include but shall not be limited to easements for development, construction and landscaping activities, drainage and utilities; or
  - vi. limits the ability of the Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities in a customary and reasonable manner.
- ii. Access to Modified Exhibit "A" and Modified Exhibit "B" Property. Neither the Association nor any Neighborhood Association shall exercise its authority over the Common Areas (including, but not limited to, any gated entrances and other means of access to the property described in Modified Exhibit "A" and Modified Exhibit "B" to this Agreement) or to interfere with the rights of the Declarant set forth in this Agreement or to impede access to any portion of the property described in Modified Exhibit "A" and Modified Exhibit "B" over the streets and other Common Areas;
  - o. Use of Common Areas for Special Events: The right to use all Common Areas, including community centers and other facilities, to sponsor special events for charitable philanthropic, political, or marketing purposes as determined by the Declarant in its sole discretion. However, from and after March 10, 2013, the Declarant shall continue to have the right to use all Common Areas for up to eight (8) days each year to sponsor such special events. Any such special event shall be subject to the following conditions:
    - i. the availability of the Common Areas at the time a request is submitted to the Association;
    - ii. the Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event;

- iii. the Declarant shall return the Common Areas and personal property owned by the Association and used in conjunction with the special event to the Association in the same condition as existed prior to the special event (reasonable wear and tear excepted); and
- iv. after Declarant has used the Common Areas for more than 8 days in a year, the Declarant and Builders may continue to use the Common Areas, or any portion thereof, for purposes stated in this subsection pursuant to a rental or lease agreement between the Declarant and/or such Builder and the Association which provides for rental payments based on a rate established by the Association and subject to the availability of the facilities;
- p. Other Covenants Prohibited: Until the limited retained Declarant rights described in this Paragraph 4 expire, no person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Modified Exhibit "A" or Modified Exhibit "B", other than this Agreement, without the reasonable mutual written consent of both the Board and Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by both Declarant and the Board, and recorded in the Public Records. Notwithstanding the preceding, the Declarant retains the unilateral right, to be exercised after notification to the Board and under all the terms of this Agreement, to record declarations of annexation which annex or subject portions of the Properties to the Declaration which are located within Modified Exhibit "B";
- q. Master Planned Community: Each Owner, by accepting title to a Lot and becoming an Owner, and each other Person, by acquiring any interest in the Properties, acknowledges awareness that Sun River St. George is a master planned community, the development of which is likely to extend over many years, and agrees not to protest or otherwise object to: (a) zoning or changes in zoning or to uses of, or changes in density of Sun River St. George during the Limited Special Declarant Rights period, or (b) changes in any conceptual or master plan for Sun River St. George, including, but not limited to, the Master Plan; provided, such revision is or would be lawful (including, but not limited to, lawful by special use permit, variance or the like) and is not inconsistent with what is permitted by the Declaration and provided that Declarant will not seek commercial or industrial zone changes;

NON-ARTICLE 11 and 13 - Limited Special Declarant Rights

- r. Architectural Review/Standards Exemption: The right under Section 9.1(b) of the Declaration of the Declarant, or any related entity which is a Builder, not being subject to the requirements of Article 9 of the Declaration (Architectural Standards), however, any assignee, trustee or successor of Declarant will be subject to the requirements of said Article 9;
- s. Phasing of Construction: The right under Section 7.6 of the Declaration to develop their Lots in sub-phases, provided no sub-phase shall consist of less than ten (10) lots unless prohibited by topographical constraints; and

- t. Housing Density. Shall consist of lots with dwelling units intended for detached single family occupancy. No residential housing may exceed nine (9) units per acre.

5. Maintenance. Declarant shall maintain all properties owned by Declarant described in Modified Exhibit "A" and Modified Exhibit "B" consistent with Article 10 of the Declaration, except as specifically provided in this Agreement.

6. Ratification - Pre-condition. The Board of the Association hereby agrees to recommend this Agreement for approval by the Members of the Association at a meeting duly called for such purpose and held prior to December 31, 2012. However, this Agreement shall not be effective until ratified by a vote of the Members, including any votes held by the Declarant under Sections 1.26, 1.28 and 1.29. The vote required for ratification shall be the affirmative vote or written consent, or any combination thereof, of 67% of the total votes of those who vote, provided that at least 40% of the total votes in the Association are cast. If the ratification fails, this Agreement shall be of no further force and effect and neither party will have liability one to the other. If this Agreement is ratified, the President of the Board of the Association is hereby authorized to execute the verification below and to cause this agreement to be recorded as provided in Paragraph 9.

7. No Amendment of this Agreement without Declarant Consent: This Agreement shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any property described in Modified Exhibit "A" or Modified Exhibit "B".

8. Declarant Rights and Actions Prior to March 10, 2013.

- a. Except as otherwise expressly modified by this Agreement, the Parties agree that Declarant may continue to exercise the Development Rights and the Special Declarant Rights as currently set forth in the Declaration, until expiration or termination of the Development Period pursuant to Paragraph 2 above;
- b. In consideration of the Association's Board favorably recommending this Agreement for approval by the Members of the Association, Declarant hereby consents and agrees to take the following actions prior to the ratification vote referenced in Paragraph 5:
  - i. amend Exhibit "B" to comport with Modified Exhibit "B" attached hereto and record Modified Exhibit "B" in the records of the Washington County Recorder;
  - ii. withdraw the Golf Course and Atkinville Wash from the Declaration and the Sun River St. George properties; and
  - iii. amend Exhibit "A" to reflect the prior withdrawal of the commercial property, the withdrawal of the golf course property and the Atkinville Wash and record Modified Exhibit "A" in the records of the Washington County Recorder.

9. Recordation. This Agreement, if ratified, shall be recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah against all of the properties identified in Modified Exhibit "A" and Modified Exhibit "B" and this Agreement shall have the effect of amending and superseding the Declaration as to the terms set forth in Paragraphs 2, 3, 4 and 5. For recording purposes a list of platted lots and parcel numbers affected by this Agreement is attached hereto, marked Exhibit "D", and incorporated herein by this reference.

10. Abrogation/Binding Effect. It is the intent of the Parties that, except where expressly modified or abrogated by this Agreement, all other covenants, obligations, and contractual rights arising in the Declaration and the By-Laws shall remain in full force and effect and shall continue to apply to, inure to the benefit of, and bind the Parties, their assigns, officers, owners, principals, representatives, subsidiaries, and other successors.

11. Continued Cooperation. By executing this Agreement, the Parties hereto expressly agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any Party.

12. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Declarant or the Association for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

13. Governing Law. This Agreement shall be governed, interpreted and construed by the laws of the State of Utah.

14. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

15. Time of Performance. Time shall be of the essence with respect to the duties imposed on the Parties under this Agreement. Unless a time limit is specified for the performance of such duties each Party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

16. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

17. Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the Party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the last known address of the Parties.

18. Interpretation. Feminine or neuter pronouns shall be substituted for those masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place or places in which the context may require such substitution.

19. Default & Remedies. A Party shall be deemed to have breached this Agreement if it fails to perform any obligation or grant any right arising out of this Agreement after receiving written notice of alleged breach and being given 10 business days to cure the same. In the event the alleged breach cannot be cured within 10 business days then within a time frame reasonable for the performance thereof, but in no case longer than 45 days. In the event of breach the non-



breaching party shall be able to pursue all remedies and avenues prescribed by law, this Agreement, the Declaration and the By-Laws. The Parties acknowledge and agree that the covenants, obligations and contractual rights granted in this Agreement are special, unique and extraordinary matters and that a violation of any of the terms of such covenants, obligations or contractual rights will cause the non-breaching party irreparable injury for which adequate remedies are not available at law. Therefore, the Parties agree that the non-breaching Party shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain the Party from committing any violation of such covenants, obligations or contractual rights arising under this Agreement, the Declaration or the By-Laws. The equitable remedies described in this Section are cumulative and in addition to any other rights and legal remedies the non-breaching party may have.

20. Attorney's Fees. Should any party default in any of the covenants, obligations, warranties, representations or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

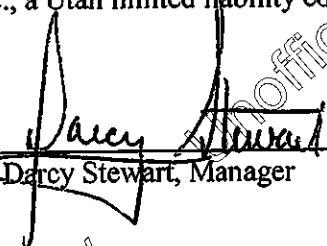
21. Integration. All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this document to be the final and exclusive expression of their agreement. This Agreement may not be modified, amended or revoked unless by a writing signed by all the Parties hereto.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the signatory parties hereto. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one legally effective document. Facsimile signatures on any counterpart of this Agreement shall be acceptable and shall constitute conclusive evidence of execution.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first set forth above.

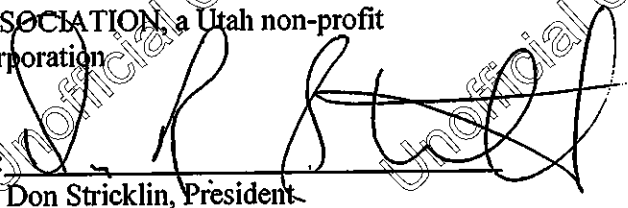
**DECLARANT:**

SUN RIVER ST. GEORGE DEVELOPMENT,  
L.C., a Utah limited liability company

By:   
Darcy Stewart, Manager

**ASSOCIATION:**

SUN RIVER ST. GEORGE COMMUNITY  
ASSOCIATION, a Utah non-profit  
Corporation

By:   
Don Stricklin, President

**VERIFICATION**

(to be executed prior to recording and after ratification)

The Declarant and the Association hereby verify that the ratification provided for in Paragraph 6 occurred and this Agreement is in full force and effect and will be recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

**DECLARANT:**

SUN RIVER ST. GEORGE DEVELOPMENT,  
L.C., a Utah limited liability company

By: [Signature]  
Darcy Stewart, Manager

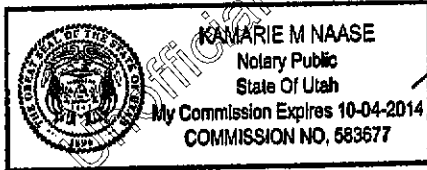
**ASSOCIATION**

SUN RIVER ST. GEORGE COMMUNITY  
ASSOCIATION, a Utah non-profit  
Corporation

By: [Signature]  
Don Stricklin, President

STATE OF UTAH, )  
:SS.  
County of Washington. )

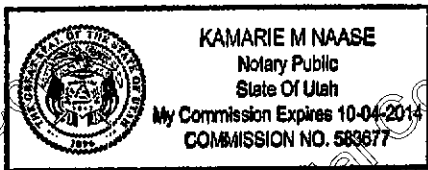
On this 6<sup>th</sup> day of March, 2013, personally appeared before me, Darcy Stewart, who being by me duly sworn did say that he is a Manager of Sun River St. George Development, L.C. a Utah limited liability company, and that he executed the foregoing Verification on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said company, and he did acknowledge to me that such company executed the same for the uses and purposes stated therein.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH, )  
:SS.  
County of Washington. )

On this 6<sup>th</sup> day of March, 2013, personally appeared before me, Don Stricklin, who being by me duly sworn did say that he/she is the President of Sun River St. George Community Association, Inc., a Utah non-profit corporation, and that he/she executed the foregoing Verification on behalf said corporation being authorized and empowered to do so by the vote of the Membership of the Association, and he/she did acknowledge to me that such company executed the same for the uses and purposes stated therein.



[Signature]  
NOTARY PUBLIC

**MODIFIED EXHIBIT "A"**

Legal Description of Property Originally Subjected to Declaration  
(Less and Excepting the Golf Course, Akinville Wash, and Commercial Area)

A parcel of land located in the East Half Of Section 22, the West Half, and the Northeast 1/4 of Section 23, the Southwest 1/4 of Section 14 and the Southeast 1/4 of Section 15, Township 43 South, Range 16 West, Salt Lake Base & Meridian being further described as follows:

Beginning at the Southeast Corner of said Section 22 (Brass Cap) and running thence N00°06'57"W, 1,319.49 feet along the section line to the South 1/16 Corner; thence S89°49'39"W, 2,646.84 feet along the 1/16 line to the Center South 1/16 Corner; thence N00°09'14"W, 1,320.25 feet along the Center Section Line to the Center 1/4 Corner Of Said Section 22; Thence N89°50'38"E, 744.33 feet along the Center Section Line; thence N24°52'57"E, 2,822.99 feet to a point more or less on the southerly bank of the Virgin River (present meander line); thence along the southerly bank of the Virgin River as follows S86°30'00"E, 97.90 feet; thence N75°12'00"E, 497.77 feet; thence N64°07'32"E, 395.10 feet; thence N67°34'00"E, 284.71 feet, thence N72°42'00"E, 254.15 feet; thence N70°12'00"E, 128.15 feet; thence leaving said bank of the Virgin River S17°30'00"W, 209.78 feet, thence S33°30'00"E, 274.56 feet; thence N77°15'00"E 382.80 feet more or less to the East Line of the Southwest 1/4 of the Southwest 1/4 of said Section 14, then S00°00'00"E, 91.74 feet along the 1/16 line to the East 1/16 Corner of said Section 23; thence S00°06'59"E, 1,319.62 feet along the Center Section Line to the Center North 1/16 Corner; thence N89°55'10"E, 1,317.18 feet along the 1/16 Line to the Northeast 1/16 Corner; thence S00°02'19"E, 1,319.93 feet along the 1/16 Line to the Corner East 1/16 Corner; thence S89°55'58"W, 1,315.38 feet along the 1/16 Line to the Center 1/4 Corner of said Section 23, Thence S00°06'59"E, 2,641.42 feet along the Center Section Line to the South 1/4 Corner of said Section 23; thence S89°59'09"W, 2,637.56 feet along the Section Line to the Point Of Beginning. The above described parcel contains 523.461 acres more or less;

**AND**

The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) Of Section 22, Township 43 South, Range 16 West, Salt Lake Base and Meridian. The above described parcel contains 40.087 acres more or less.

**MODIFIED EXHIBIT "B"****Legal Description of Subsequently Annexed and Annexable Property**

Beginning at a point being South 01°12'20" West 1,837.57 feet along the section line from the Southeast Corner of Section 22, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 53°05'29" West 631.15 feet;  
 thence North 09°17'04" West 1,119.00 feet;  
 thence North 57°34'24" West 709.48 feet;  
 thence North 01°12'30" East 386.71 feet to the southwesterly corner of Sun River St. George Phase 16;

thence North 56°17'52" West 907.91 feet along said westerly line;  
 thence North 19°51'30" West 476.66 feet along said westerly line to the 1/16<sup>th</sup> line;  
 thence North 88°49'44" West 386.31 feet along said 1/16<sup>th</sup> line to the center section line;  
 thence North 01°11'22" East 1,320.25 feet along the center section line to the center quarter section of said section 22;

thence South 88°48'46" East 744.33 feet along the center section line;  
 thence North 01°11'22" East 1,650.00 feet;  
 thence North 74°51'08" East 930.51 feet;  
 thence North 26°13'33" East 567.99 feet;  
 thence South 86°00'02" East 329.71 feet;  
 thence North 59°16'03" East 45.55 feet;  
 thence South 86°17'52" East 165.15 feet;  
 thence North 84°25'49" East 327.33 feet;  
 thence North 70°46'18" East 122.78 feet;  
 thence South 88°11'11" East 530.02 feet;  
 thence South 80°43'20" East 320.52 feet;  
 thence North 83°11'49" East 427.91 feet;  
 thence South 88°43'37" East 675.00 feet;  
 thence North 83°08'37" East 495.00 feet to and along the northerly line of Sun River St. George Phase 27 to the westerly line of Sun River St. George Phase 13;

thence North 01°13'52" East 50.00 feet along the said westerly line to the North Quarter Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian;

thence North 71°34'00" East 482.56 feet;  
 thence South 86°14'49" East 549.22 feet;  
 thence North 78°08'10" East 1,000.33 feet;  
 thence South 21°04'22" East 395.06 feet;  
 thence South 88°45'06" East 510.77 feet;  
 thence South 88°50'30" East 702.64 feet;  
 thence South 01°11'12" West 90.31 feet;  
 thence southerly 311.01 feet along an arc of a 628.00 foot radius curve to the right (center bears North 88°48'48" West long chord bears South 15°22'26" West 307.84 feet with a central angle of 28°22'29");

thence South 29°33'41" West 495.82 feet;  
 thence westerly 653.81 feet along an arc of a 628.00 foot radius curve to the right (center bears North 60°26'19" West long chord bears South 59°23'13" West 624.68 feet with a central angle of 59°39'03");

to a point of reverse curvature of a curve concave to the southeast;

thence westerly 310.41 feet along an arc of a 628.00 foot radius curve to the left (center bears South 00°47'16" East long chord bears South 75°03'07" West 307.26 feet with a central angle of 28°19'15");

thence North 29°06'30" West 33.00 feet;

thence North 56°41'58" West 706.71 feet;

thence South 33°18'02" West 390.35 feet;

thence South 09°49'49" West 74.36 feet;

thence South 19°28'48" West 68.58 feet to a point on the boundary of Sun River St. George Phase 12;

thence southwesterly the following (3) courses along the easterly lines of said Phase 12;

thence southerly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 56°41'58" East, long chord bears South 11°41'58" East 35.36 feet with a central angle of 90°00'00");

thence South 33°18'02" West 66.00 feet;

thence westerly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 33°18'02" West, long chord bears South 78°18'02" West 35.36 feet with a central angle of 90°00'00");

thence South 33°18'02" West 327.78 feet to and along the westerly line of Sun River St. George Phase 11;

thence southwesterly the following (5) courses along said easterly line of Sun River St. George Phase 11;

thence southwesterly 164.54 feet along an arc of a 967.00 foot radius curve to the left (center bears South 56°41'58" East, long chord bears South 28°25'34" West 164.34 feet with a central angle of 09°44'57");

thence South 23°33'05" West 240.44 feet;

thence southerly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 66°26'55" East, long chord bears South 21°26'55" East 35.36 feet with a central angle of 90°00'00");

thence South 23°33'05" West 66.00 feet;

thence westerly 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 23°33'05" West, long chord bears South 68°33'05" West 35.36 feet with a central angle of 90°00'00") to the easterly line of Arrowhead Drive;

thence South 23°33'05" West 260.02 feet along said easterly line of Arrowhead Drive;

thence southerly 130.17 feet along an arc of a 967.00 foot radius curve to the left (center bears South 66°26'55" East, long chord bears South 19°41'43" West 130.07 feet with a central angle of 07°42'45"); along said easterly line of Arrowhead Drive;

thence South 15°50'20" West 59.32 feet along said easterly line of Arrowhead Drive;

thence southeasterly 73.17 feet along an arc of a 50.00 foot radius curve to the left (center bears South 74°09'39" East, long chord bears South 26°04'56" East 66.81 feet with a central angle of 83°50'33") along said easterly line of Arrowhead Drive to the northerly line of Sun River Parkway;

thence easterly 10.93 feet along an arc of a 800.00 foot radius curve to the right (center bears South 21°24'32" West, long chord bears South 68°11'59" East 10.93 feet with a central angle of 00°46'58") along said northerly line of Sun River Parkway, said point also being the northeast corner of Sun River St. George phase 26;

thence South 22°11'30" West 100.00 feet along said easterly line of Phase 26;

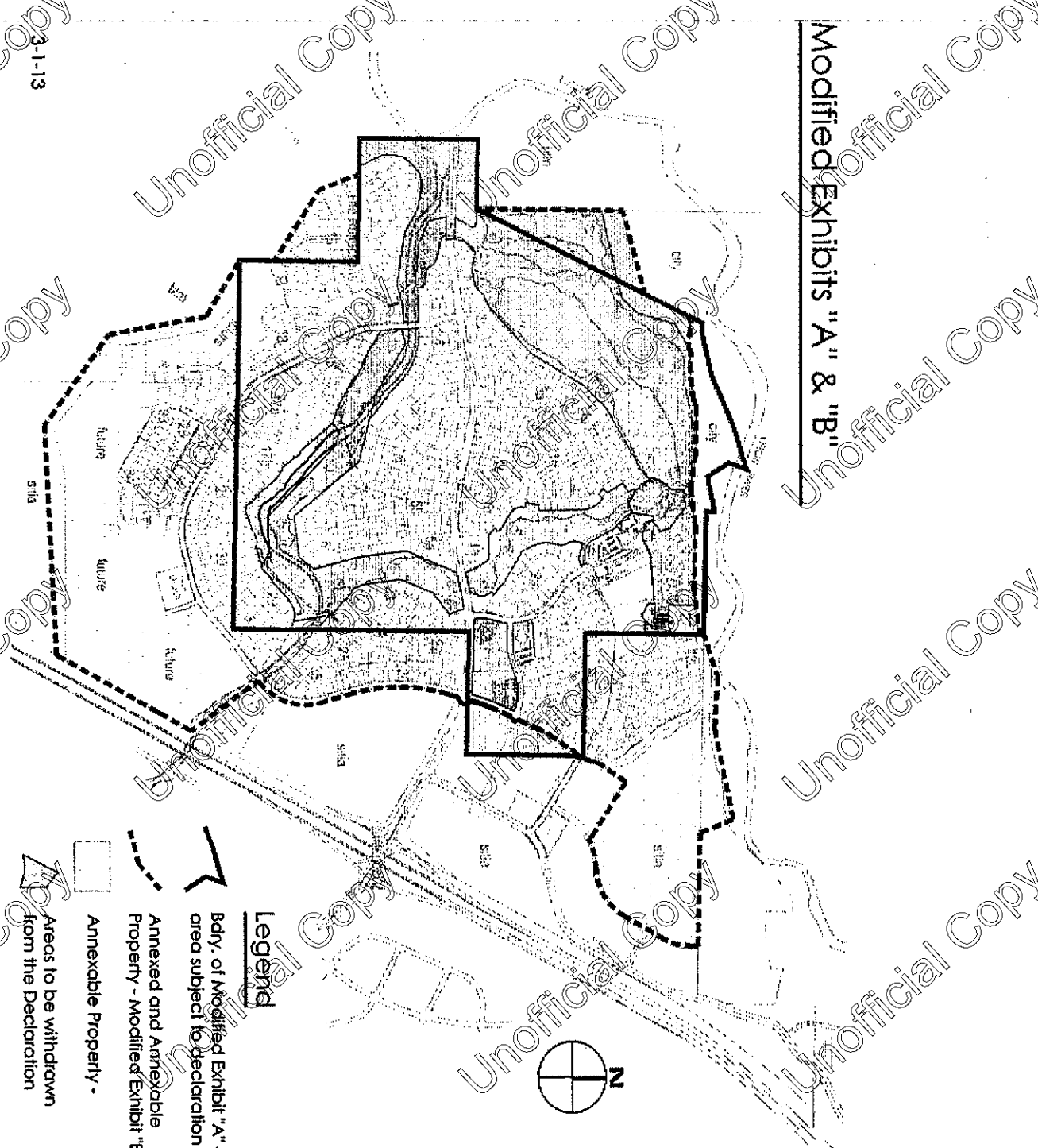
thence southwesterly 67.28 feet along an arc of a 40.00 foot radius curve to the left (center bears South 22°11'30" West, long chord bears South 64°00'11" West 59.63 feet with a central angle of 96°22'38") along said easterly line of Phase 26;

thence South 15°48'52" West 136.04 feet along said easterly line of Phase 26;  
thence southerly 1,067.48 feet along an arc of a 1,967.00 foot radius curve to the left (center bears South 74°11'08" East, long chord bears South 00°16'03" West 1,054.43 feet with a central angle of 31°05'39") along said easterly line of Phase 26 and beyond;  
thence South 15°16'46" East 340.32 feet;  
thence southerly 734.23 feet along an arc of a 661.00 foot radius curve to the right (center bears South 74°43'14" West, long chord bears South 16°32'32" West 697.06 feet with a central angle of 63°38'35") to and along the southerly line Angel Arch Drive;  
thence South 48°21'49" West 62.62 feet along said southerly line;  
thence South 35°22'31" East 923.35 feet to the northwesterly line of Interstate 15;  
thence South 28°35'09" West 420.22 feet along the northwesterly line of Interstate 15;  
thence South 28°33'08" West 1,316.19 feet;  
thence South 87°03'45" West 2,472.91 feet;  
thence North 53°05'29" West 583.39 feet to the center section line and the Point of Beginning.

Containing 38,765,678 square feet or 889.938 acres.





**EXHIBIT "C"**  
Depiction of Modified Exhibit "A" and Modified Exhibit "B" Areas

3-1-13



Modified Exhibits "A" & "B"

**Legend**

-  Areas to be withdrawn from the Declaration
-  Annexable Property -
-  Annexed and Annexable Property - Modified Exhibit "B"
-  Bdy. of Modified Exhibit "A" - area subject to declaration

**EXHIBIT "D"**

Description of Platted Lots and Parcel Numbers of Property Described in  
Modified Exhibit "A" and Modified Exhibit "B"

ALL OF PHASES 1 THROUGH 18, PHASES 20 THROUGH 31, PHASES 33 THROUGH 35  
INCLUDING ANY AND ALL COMMON AREA, as shown on the Official Plats, according to  
the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

<u>Phase</u>	<u>Lots</u>	<u>Tax ID Nos.</u>
1A	1-12	SG-SUR-1-1A-1-12
1B	14/15; 16-A-17-A	SG-SUR-1-1B-14/15; SG-SUR-1-1B-16-A-17A
	18-24; 25-A	SG-SUR-1-1B-18-24; SG-SUR-1-1B-25-A
	27-80; 81-A	SG-SUR-1-1B-27-80; SG-SUR-1-1B-81-A
	83-84; 85-A	SG-SUR-1-1B-83-84; SG-SUR-1-1B-85-A
	86-87; 88-A-101-A	SG-SUR-1-1B-86-87; SG-SUR-1-1B-88-A-101-A
	102-107	SG-SUR-1-1B-102-107
1C	252-293-295-296	SG-SUR-1-1C-252-293; SG-SUR-1-1C-295-296
1D	194-251	SG-SUR-1-1D-194-251
1E	108-146	SG-SUR-1-1E-108-146
2A	147-193	SG-SUR-2A-147-193
2B	442-449	SG-SUR-2B-442-449
3A	297-367; 368A; 370-371	SG-SUR-3A-297-367; SG-SUR-1-3A-368A; SG-SUR-3A-370-371
3B	372-441	SG-SUR-3B-372-441
4	450-497; 808-828	SG-SUR-4-450-497; SG-SUR-4-808-828
5A	498-513	SG-SUR-5A-498-513
5B	514-562	SG-SUR-5B-514-562
6	563-609	SG-SUR-6-563-609
7	610-650	SG-SUR-7-610-650
8	651-695	SG-SUR-8-651-695
9	696-739	SG-SUR-9-696-739
10	740-807	SG-SUR-10-740-807
11	829-875	SG-SUR-11-829-875
12	876-929	SG-SUR-12-876-929
13	1129-1155; 1157-1165	SG-SUR-13-1129-1155; SG-SUR-13-1157-1165
	1167-1172; 1186-1188	SG-SUR-13-1167-1172; SG-SUR-13-1186-1188
	1209-1211; 1226-1227	SG-SUR-13-1209-1211; SG-SUR-13-1226-1227
	1232, 1235-1245	SG-SUR-13-1232; SG-SUR-13-1235-1245
14	1110-1128; 1166	SG-SUR-14-1110-1128; SG-SUR-14-1166
	1173-1185; 1189-1208	SG-SUR-14-1173-1185; SG-SUR-14-1189-1208
	1212-1225; 1228-1231	SG-SUR-14-1212-1225; SG-SUR-14-1228-1231



<u>Phase</u>	<u>Lots</u>	<u>Tax ID Nos.</u>
	1233-1234	SG-SUR-14-1233-1234
15	930-1013	SG-SUR-15-930-1013
16	1014-1109; 1019B	SG-SUR-16-1014-1109; SG-SUR-16-1019B
17A	1251-1285	SG-SUR-17A-12-51-1285
17B	1286-1313	SG-SUR-17B-1286-1313
18	1314-1346	SG-SUR-18-1314-1346
20	1396-1437	SG-SUR-20-1396-1437
21	1347-1395	SG-SUR-21-1347-1395
22	1516-1530; 1531-A	SG-SUR-22-1516-1530; SG-SUR-22-1531-A
	1532-1555	SG-SUR-22-1532-1555
23	1556-1586	SG-SUR-23-1556-1586
24	1587-1627	SG-SUR-24-1587-1627
25	A; 1667-1687	SG-SUR-25-A; SG-SUR-25-1667-1687
26	1628-1666	SG-SUR-26-1628-1666
27	1246-1250	SG-SUR-27-1246-1250
28	1438-1479	SG-SUR-28-1438-1479
29	1726-1741	SG-SUR-29-1726-1741
30	A; 1480-1515	SG-SUR-30-A; SG-SUR-30-1480-1515
	1722-1725	SG-SUR-30-1711-1725
31	1742-1787	SG-SUR-31-1742-1787
33	1788-1808	SG-SUR-33-1788-1808
34	1809-1826	SG-SUR-34-1809-1826
35	A; 1688-1708	SG-SUR-35-A; SG-SUR-35-1688-1708

ALSO AFFECTS PARTS OR ALL OF THE FOLLOWING PARCELS OF REAL PROPERTY:

<u>Tax ID Nos.</u>	<u>Tax ID Nos.</u>
SG-6-3-13-38442	SG-6-3-23-41041
SG-6-3-14-225	SG-6-3-23-4123
SG-6-3-22-112	SG-6-3-23-4131
SG-6-3-22-222	SG-6-3-23-4241
SG-6-3-22-2412	SG-6-3-23-411
SG-6-3-22-243	SG-6-3-23-414
SG-6-3-23-114	SG-6-3-23-415
SG-6-3-23-142	SG-6-3-23-417
SG-6-3-23-143	SG-6-3-23-143
SG-6-3-23-311	SG-6-3-26-430
SG-6-3-23-342	SG-6-3-26-110
SG-6-3-23-13021	SG-6-3-26-412
SG-6-3-23-31012	SG-6-3-27-11011
SG-6-3-23-418	SG-6-3-29-142
SG-6-3-23-419	