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**SECOND AMENDMENT TO AND RESTATEMENT OF  
THE MASTER DECLARATION OF COVENANTS CONDITIONS  
AND RESTRICTIONS OF  
SUNBROOK COMMUNITIES**

**SUNBROOK COMMUNITIES**

**SECOND AMENDMENT TO AND RESTATEMENT OF THE MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS**

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**SECOND AMENDMENT TO AND RESTATEMENT OF  
THE MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF  
SUNBROOK COMMUNITIES**

THIS SECOND AMENDMENT TO AND RESTATEMENT OF THE MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SUNBROOK COMMUNITIES is made on the date hereinafter set forth by Sun Hill Homes, L.C., a Utah limited liability company (hereinafter referred to as "Declarant").

RECITALS

- A. On the 28th day of April 1997, Declarant caused the **Master Declaration of Covenants, Conditions, and Restrictions of Sunbrook Communities** to be recorded as Entry No. 564089, in Book 1095, at Pages 0072-0120, in the records of the Washington County Recorder, thereby establishing a master planned community commonly known as Sunbrook Communities.
- B. On the 16th day of October 1997, Declarant caused the **Amendment to Master Declaration of Covenants, Conditions and Restrictions of Sunbrook Communities** to be recorded as Entry No. 00579782, in Book 1141, at Pages 0710-0713, in the records of the Washington County Recorder.
- C. Declarant now desires to amend, supercede, and restate the instruments identified in A and B above in their entirety as set forth herein, which amendment and restatement is made pursuant to Declarant's unilateral right to amend as set forth in Article II, Sections 1(b) & (d) and Article XXIII, Section 3 of the Master Declaration of Covenants, Conditions, and Restrictions of Sunbrook Communities.

DECLARATION

Declarant hereby declares that all of the Properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Plat Maps currently of record in Washington County, Utah, which, as of the date of this Declaration include:

1. **Bellsera Townhomes at Sunbrook, Phase 1, recorded July 20, 2001, as Entry No. 728719, in Book 1418, at Page 1332.**
2. **Bellsera Townhomes at Sunbrook, Phase 2, recorded August 1, 2002, as Entry No. 775455, in Book 1478, at Page 2089.**
3. **Bridgewater Townhomes at Sunbrook, recorded January 13, 1998, as Entry No. 588111, in Book 1167 at Page 537.**
4. **Canyon View Ridge at Sunbrook, Phase 1, recorded October 17, 1994, as Entry No. 481477, in Book 857, at Page 618.**
5. **Canyon View Ridge at Sunbrook, Phase 2, recorded April 24, 1997, as Entry No 563914, in Book 1094, at Page 535.**
6. **Canyon View Ridge at Sunbrook, Phase 3, recorded April 24, 1998, as Entry No. 600265, in Book 1205, at Page 632.**
7. **French Quarter at Sunbrook, recorded April 27, 1997, as Entry No. 563916, in Book 1094, at Page 535.**
8. **Santa Maria Subdivision at Sunbrook, Phase 1, recorded January 6, 1998, as Entry No. 587470, in Book 1165, at Page 355.**
9. **Santa Maria Subdivision at Sunbrook, Phase 2, recorded August 3, 1999, as Entry No. 657077, in Book 1342, at Page 1076.**
10. **Crescent Pointe Townhomes at Sunbrook, recorded January 29, 2003, as Entry No. 801252, in Book 1518, at Page 2156.**

This is for the purpose of protecting the value and desirability of the Properties. This Declaration and the Plats shall be construed as covenants of equitable servitude; shall run with the Properties and be binding

on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

The Properties encompass several neighborhoods, some of which have been and some yet to be developed, all of which shall be governed by the covenants, conditions, and restrictions set forth herein and any covenants, conditions, and restrictions specific to each neighborhood. The neighborhoods may include planned unit development, condominium, or other regimes compatible with residential use as Declarant may desire and as allowed by federal, state, and local law.

The Properties are located in St. George, Washington County, Utah, and are described as:

**SEE EXHIBIT A THAT IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

#### ARTICLE 1 DEFINITIONS

The following definitions control in this Declaration.

Section 1.1. "**Articles**" shall mean and refer to the Articles of Incorporation of Sunbrook Master Owners Association.

Section 1.2. "**Association**" or "**Master Association**" means The Sunbrook Master Owners Association, a Utah non-profit corporation, its successors and assigns.

Section 1.3. "**Bylaws**" shall mean and refer to the Bylaws of Sunbrook Master Owners Association.

Section 1.4. "**Common Area**" shall mean all real property (including the improvements thereto) owned or hereafter acquired by the Association for the common use and enjoyment of the Members and includes that portion of Property owned by the Association, shown on the Plat as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners, and is not dedicated for the use of the general public, except as specifically determined by the Directors. Specifically exempted from Common Area are Units and dedicated public streets that are identified on the Plat. Common Area shall also include all land in which the Association has an easement right.

Section 1.5. "**Declarant**" means Sun Hill Homes, L.C., or its heirs, successors and assigns.

Section 1.6. "**Declaration**" means this instrument and any amendments, annexations or supplements thereto which are recorded in the office of the Washington County Recorder.

Section 1.7. "**Directors**" or "**Board of Directors**" means the governing body of the Association.

Section 1.8. "**Entire Membership**" means all Members, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for both Class A and Class B members.

Section 1.9. "**Golf Course**" or "**Golf Course Land**" means any real property and all improvements thereto, including any clubhouse, pro shop, and associated recreational, maintenance, and other facilities owned and operated by the City of St. George in conjunction with its operation of the Sunbrook Golf Course.

Section 1.10. "**Golf Course Unit**" means any Units adjacent to the Sunbrook Golf Course.

Section 1.11. "**Limited Common Area**" means that portion of Property owned by the

Association, shown on the Plat as Limited Common Area. The Owner of the Lot to which such Limited Common Area is adjacent and/or appurtenant has the use and enjoyment of that Limited Common Area to the exclusion of other Owners. Limited Common Area is subject to rights of the Association set forth in this Declaration.

Section 1.12. "**Lot**" means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes the Common and Limited Common Areas.

Section 1.13. "**Member**" means every person or entity who holds membership in the Association. Every Member is an Owner, and every Owner is a Member.

Section 1.14. "**Mortgage**" includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Section 1.15. "**Neighborhood**" or "**Subdivision**" means and refers to each separately developed and denominated residential area comprised of one or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members.

Section 1.16. "**Neighborhood Assessment**" or "**Subdivision Assessment**" shall mean assessments levied against Lots or Units in a particular Neighborhood to fund any expenses whether actual or estimated, which the Association incurs or expects to incur for the benefit of owners within a particular Neighborhood or Neighborhoods, which expenses are common to the Lot Owners in said Neighborhood, but not the Entire Membership.

Section 1.17. "**Owner**" means the entity, person, or group of persons owning fee simple title to any Unit which is within the Properties. Regardless of the number of parties participating in ownership of each Unit, the group of those parties shall be treated as one "Owner."

Section 1.18. "**Plat**" or "**Map**" shall mean and refer to the Plats for Sunbrook Communities as described above (and/or any other plats prepared pursuant to Article 13 herein), as recorded in the office of the County Recorder of Washington County, Utah, and as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions of this Declaration or supplements to this Declaration which are to occur in conjunction with the expansion of the Project as provided for herein.

Section 1.19. "**Property**", "**Properties**" or "**Project**" means that certain real property hereinbefore described, and such annexations and additions thereto as may hereafter be subjected to this Declaration.

Section 1.20. "**Rules**" or "**Regulations**" shall mean and refer to any rules or regulations created by the Board of Directors to govern the Association pursuant to its authority under the Articles or Bylaws.

Section 1.21. "**Sunbrook Golf Course**" shall mean and refer to the golf course owned by the City of St. George as designated on the Plat.

Section 1.22. "**Unit**" means a portion of the Project, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached single or multi-family residence. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a recorded plat subdivides all or a portion of the parcel. Thereafter, the portion encompassed on such plat shall contain the number of Units determined as set forth in the preceding paragraph. Any portion not encompassed on such plat shall continue to be treated in accordance with this paragraph.



Units may be combined or further subdivided, and boundary lines of Units may be changed, only by recording of a plat or other legal instrument further subdividing or resubdividing the parcel of property (which subdivision shall be subject to such other restrictions as may be set forth in this Declaration or rules of the Association). In the absence of recording such a legal instrument, ownership of adjacent Units by the same Owner shall not permit such Units to be treated as a single Unit for purposes of voting and assessment, notwithstanding that such Units may be improved with a single dwelling.

## ARTICLE 2 PROPERTY RIGHTS

**Section 2.1. Title to the Common Area.** The Declarant will convey fee simple title to the Common Area and Limited Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, but subject to this Declaration, and easements and rights-of-way of record. In accepting the deed, the Association will covenant to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times and to operate the Common Area at its own expense in accordance with high standards.

**Section 2.2. Owners' Easements of Enjoyment.** Except as otherwise provided herein, every Owner has a right and easement of use and enjoyment in and to the Common Area and Limited Common Area. This easement is appurtenant to and passes with the title to every Unit, subject to:

- (a) The right of the Association to charge reasonable admission, use, service and other fees for the use of any service of the Association or provided upon the Common Area, or for any parking facility situated upon the Common Area. No fees shall be charged for parking specifically designated on the Plat as appurtenant to a Unit.
- (b) The right of the Association to limit the number of guests of Members using the Common Area.
- (c) The right of the Association to suspend the voting rights and/or common utility service of a Member for any period during which any assessment or portion thereof against the Member's Unit remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (d) The right of the Association to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar Association in consideration for use of the Common Areas and facilities of the other Association, or for cash consideration;
- (e) The right of the Association, if there is no Class B membership, with the approval of sixty-seven percent (67%) of the Entire Membership, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility.
- (f) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association.
- (g) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- (h) The terms and conditions of this Declaration.
- (i) The right of the Association, through its Directors, to adopt rules and regulations concerning use of the Common Area.
- (j) The right of the Declarant to take such actions as it may deem necessary so long as the expansion of the Properties shall not be complete, including granting leases, easements, and modifying the improvements and design of the Common Area.

**Section 2.3. Limited Common Area and Designated Parking.** An Owner is entitled to use of the Limited Common Area adjacent and appurtenant to the Unit, if any, and to use of the parking area, if any, designated with the Owner's Unit number on the Plat, all to the exclusion of other Owners. The Association, through its Directors, may adopt rules and regulations concerning use of the Limited Common Area. Limited Common Area is subject to the rights of the Association set forth in this Declaration.

**Section 2.4. Delegation of Use.** An Owner or one having a right of use of facilities, is deemed to delegate any right of enjoyment to the Common Area and facilities to family members, tenants, or contract purchasers who reside on the Property. Damage caused to the Common Area and facilities,

including personal property owned by the Association, by a Member, or by a person who has been delegated the right to use and enjoy such Common Area and facilities by the Member, shall create a debt to the Association. Debts owed to the Association as a result of damage to the Common Area and facilities shall be an assessment charged to the Unit Owner.

Section 2.5. Rules. The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Properties, and persons within the Properties. The Directors shall compile such rules and regulations and make copies available for inspection and copying by Members.

Section 2.6. Lot. Each Lot is owned in fee simple by the Owner. However, area designated as Limited Common Area within the surveyed Lot boundaries but outside the residential dwelling walls even though part of the Lot and owned in fee simple by the Owner shall be treated as Limited Common Area for use purposes, and as exterior area for maintenance purposes. The purpose of laying out a Lot larger than the residential dwelling is to allow flexibility in the original residential dwelling construction. After the initial construction on a Lot, subsequent construction, if any, may occupy any portion of the surveyed Lot, subject to all other provisions of this Declaration. An Owner may construct appurtenant structures and personal landscaping outside the boundaries of the residential dwelling and within the rear area of the surveyed boundaries of the Lot, subject to approval of the Architectural Control Committee, as outlined in Article 6 herein.

Section 2.7. Excluded Lots and Owners. Prior to the April 28, 1997 recording of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities described in Recital A above, certain Lots (which are set forth below) were reserved and such lot owners opted not to use any Common Area or Limited Common Area, including any and all facilities or amenities located thereon. Therefore, the lots described below shall be excluded from the right to use any Common Area or Limited Common Area and shall not be required to pay any assessments therefor, unless and until such lot owner(s) execute and record a document subjecting their respective lot to the terms of this Declaration and any and all amendments or supplements thereto. This exclusion shall be construed narrowly to include exclusion only from use of and assessments for Common Area and Limited Common Area, unless otherwise set forth herein, all other terms of this Declaration shall apply to such lots. The lots to which this Section and its exclusions apply are all of Lots 1-6, 12, 14, 16, 17, 24, 29, 41, 42, and 60, CANYON VIEW RIDGE AT SUNBROOK, Phases 1 and 2.

### ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Except as otherwise provided for herein, every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Unit ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

Section 3.2. Voting Rights. The Association has two classes of voting membership:

**CLASS A.** Class A Members are all Members with the exception of the Declarant, until Declarant's membership converts to Class A membership as provided for herein. Class A Members are entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, the group of such persons shall be a Member. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. A vote cast at any Association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Unit concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same Unit. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

**CLASS B.** The Class B member is the Declarant. The Class B member is entitled to ten (10) votes for each Unit owned. The Class B membership will cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) the expiration of fifteen (15) years from April 28, 1997; or
- (b) the surrender of Class B membership status by the express written action of the Declarant

In the case of expansion (as provided in this Declaration), the Declarant's memberships appurtenant to the Units in the expansion area shall be Class B memberships.

If Declarant shall exercise its option to add additional Units by platting additional phases as provided in Article 13 herein, then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, so that Declarant regains Class B voting status for all Units owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

**Section 3.3. Exclusion from Membership.** Prior to the April 28, 1997 recording of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities described in Recital A above, certain Lots (which are set forth below) were reserved and such lot owners opted not to benefit from membership in the homeowners association that would govern the Properties. Therefore, the lots described below shall be excluded from membership in the Association and have no voting rights in the same, unless and until such lot owner(s) execute and record a document subjecting their respective lot to membership in the Association and the Articles, Bylaws, and any Rules and Regulations of the Association. This exclusion shall be construed narrowly to include exclusion only from the benefits of membership in the Association; unless otherwise set forth herein, all other terms of this Declaration shall apply to such lots. This exclusion is in addition to the exclusion set forth in Section 2.7 of this Declaration. Any lot owner choosing to subject his lot pursuant to Section 2.7, shall be deemed to have subjected his lot to membership in the Association. The lots to which this Section and its exclusions apply are all of Lots 6, 12, 14, 16, 17, 24, 29, 41, 42, and 60, CANYON VIEW RIDGE AT SUNBROOK PHASES 1 and 2.

#### **ARTICLE 4 FINANCES AND OPERATIONS**

**Section 4.1. Creation of the Lien and Personal Obligation of Assessments.** Excepting Declarant, each subsequent Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) Additional Assessments; (4) Emergency Assessments; (5) any other amount or assessment levied or charged by the Association or Board of Directors pursuant to this Declaration; and (6) interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment or amount is charged. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due.

**Section 4.2. Purpose of Assessments.** The assessments levied by the Association shall be used (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties, and (b) for the improvement and maintenance of Properties, services, and facilities devoted to this purpose. The assessments must provide for, but are not limited to, the payment of taxes on property owned by the Association and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common and Limited Common Areas; the payment of the cost of repairing, replacing, and maintaining the exteriors of each Lot; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those Common and Limited Common Areas which must be replaced on a periodic basis; the payment of any professional services deemed necessary or desirable by the Board; and other amounts required by this Declaration or that the Directors shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Directors, for the payment of other charges including (without limitation) maintenance, management, utility, cable television, trash collection, sewer and water charges.

**Section 4.3. Maximum Annual Assessment.** Until January 1 following recording of this Declaration, the maximum annual assessment shall be Five Hundred and Fifty Five Dollars (\$555.00) per Unit, and the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot on which no residential dwelling is constructed. This amount shall be the basis of calculation for future maximum annual assessments.

- (a) From and after the date referred to above the maximum annual assessment shall be increased each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.
  - (b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that such change may be made by the Board if there is Class B membership and if there is no Class B membership, any such change shall have the assent of sixty-seven percent (67%) of the votes of the Entire Membership, voting in person or by proxy, at a meeting duly called for this purpose.
- The actual Annual Assessment need not increase annually. The Board shall set the actual annual assessment on an annual basis. Notice shall be given to each Owner as provided in Section 4.7. The Board must set the actual annual assessment to be an amount at or less than the Maximum Annual Assessment.

**Section 4.4. Special Assessments for Capital Improvements.** In addition to the annual assessments, the Board may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Common or Limited Common Area structures, fixtures and personal property related thereto. If there is no Class B membership, special assessments must have the assent of sixty-seven percent (67%) of the votes of the Entire Membership authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

**Section 4.5. Additional Assessments.** In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other Common or Limited Common Areas from the activities of the City of St. George (the "City") or other utility provider in maintaining, repairing or replacing the utility lines and facilities thereon. It is acknowledged that the ownership of said utility lines, underground or otherwise, is in the City or other utility provider up to and including the meters for individual residences, and that they are installed and shall be maintained to City or utility provider specifications.

**Section 4.6. Emergency Assessments.** Notwithstanding anything contained in this Declaration, the Board, without membership approval, may levy Emergency Assessments or increase Annual Assessments or levy Special Assessments for an emergency situation. An emergency situation is one in which the Board finds:

- (1) an expenditure, in its discretion, required by an order of a court, or to settle litigation;
- (2) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (3) an expenditure necessary to repair, maintain or cover actual Association expenses for the Properties or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget, (for example: increases in utility rates, landscape or maintenance contract services; etc).

Provided, however, that prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment.

**Section 4.7. Notice and Quorum for Any Action Authorized Under Sections 4.3, 4.4, and 4.5.** Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 4.3, 4.4, and 4.5 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of the votes of the Entire Membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 4.8. Uniform Rate of Assessment; Periodic Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Units; provided, however, that no assessments shall accrue against the Declarant so long as the Declarant has Class B membership. Any Neighborhood Assessments shall be fixed at a uniform rate for all Units within the particular Neighborhood to be assessed, or as otherwise provided for in the conditions, covenants and restrictions specific to a neighborhood.

Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Directors determine.

**Section 4.9. Date of Commencement of Annual Assessments; Due Dates.** The annual assessment provided for herein shall commence to accrue upon conveyance from Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

At least thirty (30) days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

In the absence of a determination by the Directors as to the amount of said assessment, the annual assessment shall be an amount equal to 90% of the maximum annual assessment determined as provided above.

The assessment due dates shall be established by the Directors. The Directors may provide for the payment of annual and special assessments in equal installments throughout the assessment year.

The Directors shall prepare a roster of Owners for Units in the Properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Unit has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

**Section 4.10. Effect of Non-Payment of Assessment - Remedies of the Association.** Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall determine appropriate) until paid. In addition, the Directors may assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment.

The Directors may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment; (b) may foreclose the lien against the Unit in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law; and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees, together with an account for the reasonable rental for the Unit from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Unit of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 4.11. Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority.
- (b) All Common and Limited Common Area.
- (c) All Lots owned by Declarant.

Section 4.12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Unit or Owner from personal liability for assessments coming due after taking title or from the lien of such later assessments.

Section 4.13. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. Any Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

## ARTICLE 5 INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Directors shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Directors may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Directors deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

The Association policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements herein. In the event of an insured loss, the deductible shall be treated as a common expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and opportunity to be heard, that the loss is the result of the

negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner and the Owner's Unit.

**Section 5.2. Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Directors are empowered to and shall represent the Members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

**Section 5.3. Liability Insurance.** The Directors shall obtain a comprehensive policy of public liability insurance covering all of the Common and Limited Common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

**Section 5.4. Fidelity Insurance.** The Directors may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Directors shall seek a policy which shall (1) name the Association as obligee or beneficiary, (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

**Section 5.5. Annual Review of Policies.** All insurance policies shall be reviewed at least annually by the Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

## ARTICLE 6

### ARCHITECTURAL AND LANDSCAPE CONTROL

**Section 6.1. Architectural Control Committee.** There shall be an initial "Architectural Control Committee" (sometimes hereinafter "ACC") consisting of five (5) persons, each appointed by Declarant until all Lots in the Project are sold. Thereafter, the ACC shall be appointed by the Board of the Master Association. The ACC is hereby deemed to be an independent committee of the Board and shall be subject to all requirements of any Directors' and Officers' Liability Insurance obtained by the Master Association so that such members of the ACC are covered thereby; provided, however, ACC members need not be members of the Board or Owners in the Project.

**Section 6.2. Design Guidelines.** The ACC shall establish reasonable procedural rules, regulations, restrictions, architectural standards, site data sheets and design guidelines all of which may be contained in that document known as the Master Architectural Design Guidelines for the Sunbrook Communities ("Design Guidelines"), which the ACC may, from time to time at its sole discretion, amend, repeal or revise. The Architectural Design Guidelines and Site Data Sheets are hereby incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all Owners, or other persons as if expressly set forth herein. A copy of the current Design Guidelines shall at all times be a part of the Master Association's records. The Design Guidelines may include, among other things, those restrictions and limitations set forth below. It is contemplated that the Project shall be platted in parts with different design themes. Accordingly, each separate Neighborhood shall have specific requirements and

guidelines as set forth in the Site Data Sheet for each separate Neighborhood which will reflect the design themes set by the Declarant.

A completed improvement shall be deemed to be in compliance with plans and specifications approved by the ACC and this Declaration within one year following the completion of the improvements, unless legal proceedings shall have been instituted to enforce compliance or completion within said one year period.

The Board or ACC may, at its discretion, adopt such other limitations and restrictions including, without limitation, the regulation of all landscaping (including without limitation prohibition of certain types of landscaping, trees and plants), construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including without limitation, the nature, kind, shape, height, materials, exterior color, surface texture, and location of any improvement.

**Section 6.3. General Provisions.**

- (a) The ACC may assess reasonable fees in connection with its review of plans and specifications.
- (b) The ACC may delegate its plan review responsibilities, except final review and approval as may be required by the Design Guidelines, to one or more of its members or any architectural consultant retained by the ACC. Upon such delegation, the approval or disapproval of plans and specifications by such members or consultants shall be equivalent to approval or disapproval by the ACC.
- (c) The address of the ACC shall be the address established for giving notice to the Master Association, unless otherwise specified in the Design Guidelines. Such address shall be the place for the submittal of plans and specifications and the place where the current Design Guidelines shall be kept.
- (d) The establishment of the ACC and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Units as may otherwise be specified in this Declaration, the Bylaws, the Design Guidelines or Master Association Rules.
- (e) The ACC shall approve or disapprove any plans and specifications submitted to it in accordance with the Design Guidelines within such period as may be specified in the Design Guidelines.

**Section 6.4. Approval and Conformity of Plans.** The plans and specifications for the construction of improvements shall be submitted to the ACC pursuant to this Declaration and the Design Guidelines. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other applicable codes.

No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or change to the exterior of any structure or improvement or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the ACC and the City of St. George building representative in accordance with the Design Guidelines as to harmonize the external design and location in relation to surrounding structures and topography.

**Section 6.5. Non-Liability.** Neither Declarant nor the ACC, nor any member thereof, nor their duly authorized representatives shall be liable to the Master Association or to any Owner or other person for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of the ACC. Plans and specifications



are not approved for engineering design or for compliance with zoning and building ordinances, and by approving any plans and specifications neither the ACC, the members thereof, the Master Association, any Member, the Officers, the Board or the Declarant assume any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the ACC, any member thereof, the Master Association, the Officers, the Board, or the Declarant shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development or manner of development of any property within the Properties; or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct. Approval of plans and specifications by the ACC is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

Section 6.6. Construction Site; Drainage. The construction site during the course of the construction shall be maintained reasonably free of debris at the end of each working day. The construction shall be completed and the drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the ACC for approval. In the event of a violation of this restriction, the ACC may give written notice thereof to the builder and/or Owner of the Lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the receipt of said notice, the ACC may correct or cause to be corrected said violation.

Section 6.7. Inspection. Inspection of work and correction of defects therein shall proceed as follows:

- (a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ACC.
- (b) Within thirty (30) days thereafter, the ACC or its duly authorized representative, may inspect such improvement. If the ACC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance, and shall require the Owner to remedy the same.
- (c) If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the ACC shall notify the Board in writing of such failure. After affording such Owner notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncompliance improvement or remedy the noncompliance and the Owner shall reimburse the Master Association upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board shall levy a special lien assessment against such Owner for reimbursement.
- (d) If for any reason the ACC fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

Section 6.8. No Waiver. The approval of the ACC to any proposal or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications, drawings or any matter whatever subsequently or additionally submitted for approval or consent.

Section 6.9. Reimbursement. The members of the ACC shall receive no compensation for services rendered, other than reimbursement approved by the Board of the Master Association for reasonable expenses incurred in the performance of their duties hereunder.

Section 6.10. Moving of Structures. No structure of any kind shall be moved from any other place onto any Lot without the prior written permission of the ACC.

Section 6.11. Declarant Exemption. The ACC shall have no authority, power or jurisdiction over Lots or Units owned by Declarant, and the provisions of this Article shall not apply to Lots or Units owned by Declarant until such times as Declarant conveys title to the Lot or Unit to the purchaser thereof. This Article shall not be amended without Declarant's written consent set forth on the amendment.

Section 6.12. Interpretation. All questions of interpretation or construction of any of the terms or conditions in this Article shall be resolved by the ACC, and its decision shall be final, binding and conclusive on all of the parties affected.

Section 6.13. Violations. Subject to the provisions of Section 6.7 of this Article and in the event violation of these restrictions exists, or in the event of the failure of any individual Owner to comply with a written directive order from the ACC, then ACC shall have the right and authority to perform the subject matter of such directive or order, including, if necessary, the right to enter upon the Lot and the cost of such performance shall be charged to the Owner thereof, which cost shall be due within five (5) days after receipt of written demand therefor, and may be recovered by the ACC in an action at law against such individual Owner. In any such action, the ACC shall also be entitled to costs, including reasonable attorney fees.

Section 6.14. Obligation to Build Within a Set Period of Time. Except where extended by Declarant in writing, every Owner shall have two (2) years, from the date of recording of the deed of conveyance from Declarant to that Owner, to commence construction of a single-family residence on any Lot within the Project. The work of construction and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time, not to exceed twelve (12) months, in accordance with the requirements herein contained. In the event prior to final approval, the Architectural Control Committee determines that construction cannot be completed within this time frame, it may grant the Owner an additional four (4) months to complete construction. To commence construction, an Owner shall have obtained final approval of the Architectural Control Committee, a building permit from the City of St. George, and shall have started the construction of the foundation and/or cement slab upon which the residential dwelling shall be constructed. In the event the Owner fails to commence construction within the time period set forth in this paragraph, the Owner may apply in writing to the Architectural Control Committee within said two (2) year period for an extension of time to commence construction, setting forth the period of time requested and the reason for said extension. The Architectural Control Committee must act upon said request within thirty (30) days after receipt or the request shall be deemed granted. However, if the Architectural Control Committee does not grant said extension, the Declarant, at its option, may repurchase said Lot by notifying the Owner, in writing, of its intention to repurchase, and tendering to the Owner the amount of the gross sales price received by the Declarant from the first lot purchase of the Lot, together with interest thereon at eight percent (8%) per annum from date of sale to date of repurchase, less the amount, if any, required to satisfy any taxes, assessments, liens, charges or encumbrances accruing or encumbering said Lot after conveyance of the same to the Owner.

## ARTICLE 7 SOIL CONDITIONS

Section 7.1. Soils Test Required. Soil testing to detect the presence of expansive soils or other adverse soil conditions shall first be performed by a geotechnical engineer licensed by the State of Utah and approved by Declarant or the ACC prior to the construction of any structure on any Lot. A list of approved geotechnical engineers shall be maintained by the ACC, and shall be available on request. Said soils test shall be submitted to the ACC along with the other required documents as set forth in Article 6 and the Architectural Design Guidelines.

**Section 7.2. Positive Adverse Soils Test.** No structure or other improvement shall be commenced or built on any Lot if expansive soils or other adverse soil conditions are detected unless and until a geotechnical engineer licensed by the State of Utah and approved by the Declarant or the ACC shall have first designed a foundation system for the structure or other improvement. Said foundation design shall be signed and certified by said geotechnical engineer and shall be submitted to the ACC with the other required materials as set forth in Article 6 and the Architectural Design Guidelines.

**Section 7.3. Compliance with Foundation Design.** In cases where Lots have tested positive for expansive soils or other adverse soil conditions, the ACC shall have the authority to deny occupancy of the structure or other improvement until proof has been submitted to the ACC that said structure or other improvement shall have been built in conformity to the standards of the foundation design set forth in Section 7.2 above. Said proof shall consist of a letter from the same geotechnical engineer that designed the foundation, addressed to the ACC stating that said geotechnical engineer has inspected said foundation and that said foundation has been built to the specified design.

**Section 7.4. Costs of the Soils Test, Design and Inspection.** Costs associated with the soils testing, foundation design, inspections, or other requirements of this Article shall be the sole responsibility of the Owner.

**Section 7.5. Non-liability for Approval of Foundation Design.** Neither the Declarant, the Master Association, the Officers, the ACC, the members thereof, or any Member shall be liable to any Owner for any defect in any foundation, structure or other improvement due to problems associated with expansive soils or other adverse soils conditions. All Owners agree to assume any and all risks associated with building, which includes any risks associated with adverse soil conditions.

**Section 7.6. Violations.** If any Owner shall violate the terms of this Article, the ACC shall have the right to obtain injunctive relief through a court of competent jurisdiction to enjoin the violation of this Article, including enjoining an Owner from occupying said structure or other improvement until said Owner has complied with this Article. Said Owner shall be responsible for reasonable costs, including attorney fees, expended by the ACC to enforce the provisions of this Article.

## ARTICLE 8 EXTERIOR MAINTENANCE

**Section 8.1. Exterior Maintenance by Owner.** Each Owner shall be responsible for maintenance to the exterior of the Unit owned and in the Limited Common Area adjacent and appurtenant thereto. The Directors shall, however, in the default of the Owner to perform maintenance which is the Owner's responsibility, and after a two-thirds (2/3) vote, and after ten (10) days written notice (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each Unit and Lot, and the Limited Common Area adjacent and appurtenant thereto. The cost of such maintenance shall be assessed against the Lot and/or Unit.

**Section 8.2. Exterior Maintenance by Association.** The Association shall be responsible for maintenance upon the Common Area, the Limited Common Area which is not adjacent to any Lot, and the area of any Lot outside the walls of the Unit which is of the same character as surrounding Common or Limited Common Area. The cost of such maintenance shall be a common expense.

**Section 8.3. Access at Reasonable Hours.** For the sole purpose of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Limited Common Area at reasonable hours.

**Section 8.4. Alteration of Certain Maintenance Duties by Rule.** The duty of maintenance for the area of a Lot outside the walls of the Unit, and the Limited Common Areas adjacent and appurtenant to the Units may be altered by Rule of the Association.

**ARTICLE 9  
USE RESTRICTIONS**

**Section 9.1. Construction, Business, Sales, and Marketing.** Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Units during the period of construction and sale and upon such portion of the Properties as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

**Section 9.2. General Use Restrictions.** All of the Properties which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to community buildings on the common Property. All buildings or structures erected in the Properties shall be of new construction and no buildings or structures shall be removed from other locations to the Properties. After the initial construction on a Lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time.

**Section 9.3. Signs; Commercial Activity.** Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Unit or any portion of the Properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

**Section 9.4. Quiet Enjoyment.** No noxious or offensive activity shall be carried on upon any part of the Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to Unit Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

**Section 9.5. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Units, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Owners. All pets must be kept on the Units of in the residential dwelling of their Owners or on a leash when in the Common Areas. This provision may be made more restrictive by Rule of the Association.

**Section 9.6. Use of Common Area.** Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of said Common Area, other than as permitted in this Declaration or as may be allowed by the Directors. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners in the Properties and is necessary for the protection of the interests of all said Owners in and to the Common Area.

As part of the overall program of development of the Properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

**Section 9.7. Parking.** No motor vehicle which is inoperable shall be allowed within the Properties, and any motor vehicle which remains parked on any street in the Project over 72 hours shall be subject to removal by the Association, at the vehicle owner's expense. Any expense incurred by the Association in connection with the removal of any vehicle shall be paid to the Association upon demand by the owner of the vehicle. If the vehicle is owned by an Owner, any amounts payable to the Association

shall be secured by the Unit and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments.

If parking spaces are designated on the Plat with numbers corresponding to Unit numbers, each such space is for the exclusive use of the Owner with the corresponding number. If parking areas are not designated on the Plat with numbers, the Directors may assign vehicle parking space for each Owner, if applicable. Parking spaces within the Properties shall be used for parking of motor vehicles actually used by the Owner or the Owner's immediate family or guests for personal use and not for commercial use, and for guest parking. Recreational vehicles, boats, travel trailers and similar property may not be parked within the Properties unless permitted by rule of the Association.

**Section 9.8. Planting and Gardening.** No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Control Committee.

**Section 9.9. External Apparatus.** No Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Control Committee.

**Section 9.10. Exterior Television or Other Antennas.** No exterior radio or other antennas, except one television antenna, to the extent not prohibited by law, which shall not exceed four feet in height, per Unit, shall be placed, allowed or maintained upon any Unit or upon any structure or portion of the improvements situated and located upon the Properties without prior written approval of the Architectural Control Committee.

**Section 9.11. Garbage Removal.** All rubbish, trash and garbage shall be regularly removed from the Units and shall not be allowed to accumulate thereon. Garbage shall be placed in proper containers. Garbage containers shall be kept in the side or rear yard area of a Lot or such other area approved by the ACC so that the garbage containers are not in view from the front yard area or street.

**Section 9.12. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

**Section 9.13. Interior Utilities.** All utilities, fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Units or Owners.

**Section 9.14. Leases.** Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Any Owner entering into a lease or rental agreement for his Unit must provide a copy of said lease or rental agreement to the Board of the same within thirty (30) days thereafter.

**Section 9.15. Violation Constitutes a Nuisance.** Any act or omission whereby any restriction, condition or covenant as set forth in this Declaration if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Declarant or affected property Owners and such remedy shall be deemed to be cumulative and not exclusive.

**ARTICLE 10  
EASEMENTS**

Section 10.1. **Encroachments.** Each Unit and the Property included in the Common and Limited Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any structure containing Comm or Limited Common Area is partially or totally destroyed, and then rebuilt, the Owners of the Units so affected agree that minor encroachments of parts of the adjacent Lots or Common or Limited Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 10.2. **Utilities.** There is hereby created a blanket easement upon, across, over and under all of the Properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties in such a way as to unreasonably encroach upon or limit the use of the Common Area or Limited Common Area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof.

Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the Common and Limited Common Areas, and the right to connect to and use roadways and utilities owned or controlled by the Association or serving the Properties. The Declarant reserves the right to execute agreement(s) which may confer on itself or adjacent landowners or Owners associations the right to use Common and Limited Common Areas and common facilities, including (without limitation) recreational facilities.

Section 10.3. **Police, Fire and Ambulance Service.** An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common and Limited Common Area in the performance of their duties.

Section 10.4. **Maintenance by Association.** An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common and Limited Common Areas and any Unit to perform the duties of maintenance and repair.

Section 10.5. **Easement for Declarant.** The Declarant shall have a transferable easement over and on the Common Areas and facilities and utilities for the purpose of making improvements on the Property or on any additional land under the Declaration, or any development, related or unrelated, on land described herein or adjacent to the Property and for the purpose of doing all things reasonably necessary and proper in connection with the same.

Section 10.6. **Other Easements.** The easements provided for in this Article shall in no way affect any other recorded easement.

**ARTICLE 11**  
**GOLF COURSE PROVISIONS**

Section 11.1. Use and Ownership. Golf Course Land is property owned by the City of St. George ("City") and is not Common Area and is not subject to this Declaration. The City has the sole and exclusive right to determine any and all access and play rights with respect to Golf Course Land.

Section 11.2. Overflight Easement. Declarant hereby dedicates and grants to the public a perpetual golf overflight easement over, across, and upon all Common Area and all Lots located within two hundred (200) feet (at any point) of the Sunbrook Golf Course perimeter legal description. Furthermore, all Owners within the Properties, their guests and invitees, agree to indemnify Declarant (its agents or employees), the Sunbrook Golf Course architect of the City of St. George (its agents and employees) from personal injury or property damage resulting from any person or property being struck by a golf ball within the golf overflight easement herein provided.

Section 11.3. Restrictions. All Golf Course Units are subject to the following restrictions for use and maintenance:

- (a) All fencing along Golf Course Units shall be constructed and maintained in accordance with the specifications established by the Declarant or the ACC for the purpose of preserving and protecting the views of the Golf Course from all adjoining property.
- (b) Any portion of a Golf Course Unit which is visible from neighboring property shall be kept neat, clean, and free of weeds and refuse. Solar panels, exterior television or other television equipment, air conditioning units, evaporative coolers, or other similar devices or objects shall be placed in a manner to be not visible from neighboring property.
- (c) All Golf Course Units shall be landscaped and maintained in accordance with the rules and regulations established by the Declarant, any subassociation, or the ACC. Such landscaping shall not be modified without prior approval of the ACC which ACC shall determine that such modification will not interfere with the view from neighboring property or of other Golf Course Units.
- (d) Within thirty (30) days of occupancy each Owner of a Golf Course Unit shall install permanent draperies or suitable window treatments on all exterior windows. In no event shall windows be covered with paper, aluminum foil, bed sheets, or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the ACC.

Section 11.4. Non-Exclusive Nature of Article. The covenants, conditions, restrictions, and easements contained in this Article are not intended to be and are not exclusive of any covenants, conditions, restrictions, and easements which may be contained in any applicable Plat of record or any agreement of record, or any right possessed by the City of St. George to further restrict or regulate Golf Course Land.

**ARTICLE 12**  
**SECURITY**

Section 12.1. Operation by Master Association. Each Owner and occupant of a Unit and their respective guests and invitees shall be responsible for their own personal safety and the security of their property. The Association may, but shall not be obligated to, maintain or support certain activities on the Properties designed to enhance the level of safety or security which each person provides for himself and his property. Security activities which the Board may determine to undertake may include, without limitation a gate or gates, security personnel and an alarm system to which the homes may be connected.

Section 12.2. Master Association Easement. The Master Association is hereby granted the right and easement to enter any Lot (but not the residence improved thereon unless such authority is specifically given in writing) in answer to an alarm or when circumstances reasonably cause security personnel, if any, to believe that a present security risk justifies such entrance.

Section 12.3. Management of Security Systems. The Master Association shall manage and control the security gate(s) and the other amenities of the security systems, if any, and the Board may promulgate reasonable rules and regulations regarding the usage by Owners and their guests of the security gate(s) and the type of alarms and other equipment which may be connected to the system.

Section 12.4. No Degradation of System. No Owner shall do anything which shall degrade the effectiveness of the security system and each Owner shall exercise the greatest care so as not to lose any card key, remote control device or similar equipment which might be used in relation to the security systems.

Section 12.5. No Warranty of Effectiveness. Neither Declarant nor the Master Association warrants that The Sunbrook Communities will be a fully secured project, nor do they warrant that the security systems will prevent criminal activity relative to, in or upon the Properties.

Section 12.6. Security Personnel. The Board may employ security personnel and empower them to enforce these covenants, conditions and restrictions, Association Rules and any other matter essential to the promotion of safety, enjoyment and use of the Properties, provided that said personnel shall act strictly in conformance with and subject to any and all federal, state and local laws, statutes or ordinances relevant thereto.

**ARTICLE 13  
EXPANSION**

Declarant reserves the right, at its sole election, to expand the Properties to include additional property more particularly described below by unilateral action of Declarant, without the consent of Owners, for a period of twelve (12) years from the date of conveyance of a Lot from the last phase to be annexed.

The property, all or part of which may be included in one or more expansions, is located in Washington County, Utah, and is more particularly described as follows:

ALL PROPERTY LOCATED IN THE GENERAL VICINITY OF THE PROPERTY PREVIOUSLY DESCRIBED HEREIN, WHICH IS CONTIGUOUS TO ANY PHASE OF THE DEVELOPMENT.

Expansion shall occur by the Declarant filing:

1. an additional subdivision plat or plats creating additional planned unit developments, condominiums or other regimes compatible with residential use, on the property described above, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation; and
2. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Any additional properties annexed hereto by the Declarant shall be exclusively for residential single or multiple family dwellings. The Declarant shall have the sole discretion as to development of any expansion area and may include any facilities or amenities thereon that Declarant deems necessary. Any Common Areas shall be owned by the Association.



The Common Area and Limited Common Area in any expansion area shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens, prior to recordation of the Declaration of Annexation and the Association shall accept the deed. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of Association Property and facilities. Declarant's Class B ownership status shall extend to all Lots and Units in the expansion area. Otherwise, Owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments of each Unit and Owner in any expansion area shall be equal to the liability of each Unit and Owner in the original Properties.

#### ARTICLE 14 GENERAL PROVISIONS

Section 14.1. **Enforcement.** The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner reasonable attorney fees. The Directors may levy a fine or penalty not to exceed ten percent (10%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 14.2. **Severability.** All of said conditions, covenants and restrictions contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or restrictions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 14.3. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 14.4. **Amendment.** The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Entire Membership. Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

Notwithstanding the foregoing, the Declarant reserves the right for so long as it shall have Class B membership status, to unilaterally amend the Declaration.

Section 14.5. **Notices.** Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

Section 14.6. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 14.7. Waivers. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 14.8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ANY AND ALL rights and powers of Declarant herein contained may be delegated, transferred or assigned.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand this 31 day of March, 2002.

**DECLARANT:**

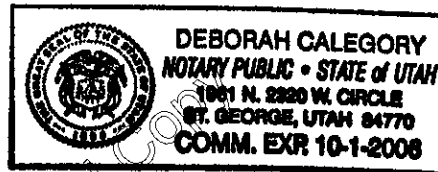
SUN HILL HOMES, L.C.  
a Utah limited liability company

By *Z.O. Hamilton*  
Z.O. Hamilton, Manager

STATE OF UTAH )  
COUNTY OF WASHINGTON ) ss.

On this 31 day of March, 2003, before me personally appeared Z.O. Hamilton whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Sun Hill Homes, L.C., a Utah limited liability company, and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.

*Deborah Caleyory*  
NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



DURHAM JONES & PINEGAR (2003)  
St. George, Utah

EXHIBIT A

PROPERTY DESCRIPTION

Parcel 1

Beginning at the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence South 44° 43' 11" East, 333.00 feet; Thence North 44° 22' 21" East, 365.16 feet; Thence North 17° 21' 14" West, 337.80 feet; Thence South 63° 10' 45" West, 585.00 feet; Thence South 58° 06' 10" East, 156.83 feet to the point of beginning.

Parcel 2

Beginning at a point North 89° 24' 02" East, 720.52 feet along Section line and North 00° 00' 00" East, 495.28 feet from the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence North 51° 33' 45" East, 32.84 feet; Thence South 27° 08' 13" East, 186.14 feet; Thence South 72° 19' 18" West, 62.27 feet; thence North 17° 21' 14" West, 171.98 feet to the point of beginning.

Parcel 3

Beginning at a point North 01° 01' 16" West, 291.87 feet along the Section line and North 90° 00' 00" West, 350.12 feet from the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence North 61° 22' 24" East, 788.50 feet; Thence North 72° 38' 26" East, 391.15 feet; Thence North 52° 14' 43" West, 257.50 feet; Thence South 89° 51' 47" West, 523.36 feet to the West Line of Section 22, said Township and Range; Thence North 01° 01' 16" West, 381.135 feet along said Section line; Thence North 89° 13' 15" West, 1326.16 feet; Thence South 01° 00' 19" East, 1284.80 feet to the South Line of Section 21, said Township and Range; Thence North 89° 43' 45" East, 373.16 feet along said Section line; Thence South 00° 07' 54" West, 705.00 feet; Thence North 72° 38' 46" East, 344.82 feet; Thence North 00° 07' 53" East, 31.96 feet; Thence North 59° 04' 28" East, 115.03 feet; Thence North 05° 30' 30" West, 25.04 feet; Thence North 51° 58' 16" East, 222.38 feet; Thence North 36° 59' 09" West, 259.64 feet; Thence North 44° 56' 32" East, 220.57 feet; Thence North 00° 00' 00" East, 222.00 feet to the Point of Beginning.

## Parcel 4

Beginning at a point South  $00^{\circ} 09' 37''$  East, 1096.83 feet along the Section line from the True Northwest corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence North  $89^{\circ} 56' 57''$  West, 221.80 feet; Thence South  $00^{\circ} 09' 37''$  East, 178.93 feet to the 1/16 Line of Section 28, said Township and Range; Thence North  $89^{\circ} 56' 57''$  West, 616.96 feet along said 1/16 Line; Thence North  $00^{\circ} 03' 03''$  East, 588.49 feet; Thence South  $89^{\circ} 52' 07''$  East, 136.03 feet; Thence South  $54^{\circ} 46' 25''$  East, 466.65 feet; Thence North  $66^{\circ} 19' 28''$  East, 723.89 feet; Thence North  $86^{\circ} 31' 13''$  East, 320.33 feet; Thence North  $69^{\circ} 05' 15''$  East, 295.54 feet; Thence South  $02^{\circ} 15' 46''$  East, 760.43 feet to the 1/16 Line of Section 27, said Township and Range; Thence South  $89^{\circ} 45' 06''$  West, 967.72 feet to the West Line of Section 27; Thence North  $00^{\circ} 09' 37''$  West, 207.59 feet along said Section Line to the Point of Beginning.

## Parcel 5

Beginning at a point North  $00^{\circ} 09' 37''$  West, 1,396.60 feet along the Section line and North  $90^{\circ} 00' 00''$  East, 1,102.37 feet from the West 1/4 Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the North Line of Sunbrook Drive, an 80.00 foot wide public street and running thence North  $49^{\circ} 29' 47''$  East, 128.52 feet; thence North  $39^{\circ} 38' 47''$  East, 144.49 feet to a point on the West Line of Emerald Drive a 66.00 foot wide public street; thence along said Emerald Drive as follows, South  $10^{\circ} 56' 13''$  East, 56.33 feet to the point of curvature of a 370.00 foot radius curve; thence curving to the right 133.14 feet along the arc of said curve through a central angle of  $20^{\circ} 37' 00''$ ; thence South  $09^{\circ} 38' 12''$  West, 5.25 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.76 feet along the arc of said curve through a central angle of  $86^{\circ} 32' 41''$  to a point on the North line of Sunbrook Drive; thence North  $83^{\circ} 49' 07''$  West, 174.85 feet along said Sunbrook Drive to the Point of Beginning.

Parcel 6

Beginning at a point North 00°09'37" West, 1,657.27 feet along the Section line and North 90°00'00" East, 1,347.49 feet from the West 1/4 Corner of Section 27; Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the East Line of Emeraude Drive a 66.00 foot wide public street; thence North 36°11'47" East, 175.97 feet to the a point on the Sunbrook Golf Course Boundary; thence along said Golf Course Boundary as follows, South 10°33'14" East, 444.44 feet; thence South 48°17'01" West, 26.07 feet to the point of curvature of a non-tangent 681.60 foot radius curve, the radius point of which bears North 48°16'56" East; thence curving to the left 121.16 feet along the arc of said curve through a central angle of 10°11'06" to a point on the North Line of Sunbrook Drive; thence along said Sunbrook Drive as follows, North 61°43'58" West, 94.57 feet to the point of curvature of a 605.00 foot radius curve; thence curving to the left 140.97 feet along the arc of said curve through a central angle of 13°21'03" to a point on the West Line of Emeraude Drive and the a point of reverse curvature of a 25.00 foot radius curve; thence curving to the right 36.97 feet along the arc of said curve through a central angle of 84°43'04"; thence along said Emeraude Drive as follows, North 09°38'12" East, 5.54 feet to the a point of curvature of a 436.00 foot radius curve; thence curving to the left 156.86 feet along the arc of said curve through a central angle of 20°36'48"; thence North 10°56'13" West, 110.73 feet to the Point of Beginning.

Parcel 7

Beginning at a point North 00°09'37" West, 1,074.93 feet along the Section Line and North 90°00'00" East, 2,048.25 feet from the West 1/4 Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base & Meridian and running thence South 49°57'44" East, 418.67 feet to a point on the Center Section Line; thence South 00°57'03" West, 424.98 feet along said Center Section Line to a point on the North Line of Sunbrook Drive an 80.00 foot wide public street, said point being on a 524.02 foot radius non-tangent curve, the radius point of which bears North 49°21'28" East; thence along said public street as follows; curving to the right 204.58 feet through a central angle of 22°22'05"; thence North 18°16'27" West, 220.72 feet to the point of curvature of a 541.86 foot radius curve; thence curving to the left 331.14 feet along the arc of said curve through a central angle of 35°00'52"; thence departing Sunbrook Drive North 36°42'42" East, 53.87 feet to the Point of Beginning.

Parcel 8

00811390 Bk 1533 Pg 2502

Beginning at the West 1/4 Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base & Meridian and running thence North  $89^{\circ}58'26''$  West, 221.80 feet along the Center Section Line; thence North  $00^{\circ}09'37''$  West, 1,315.09 feet; thence South  $89^{\circ}56'57''$  East, 221.80 feet to the West Line of said Section 27; thence South  $00^{\circ}09'37''$  East, 10.62 feet along said section line to the 1/16 Corner; thence North  $89^{\circ}45'06''$  East, 1001.95 feet along the 1/16 line; thence North  $48^{\circ}37'47''$  East, 24.62 feet to a point on the South Line of Sunbrook Drive an 80.00 foot wide public street; thence along said public street as follows: South  $83^{\circ}49'07''$  East, 268.43 feet to the point of curvature of a 525.00 foot radius curve; thence curving to the right 202.39 feet along the arc of said curve through a central angle of  $22^{\circ}05'18''$ ; thence South  $61^{\circ}43'49''$  East, 267.16 feet; thence departing Sunbrook Drive along the Sunbrook Golf Course Boundary as follows: South  $85^{\circ}39'24''$  West, 396.93 feet; thence North  $80^{\circ}52'01''$  West, 850.78 feet; thence South  $85^{\circ}10'58''$  West, 480.23 feet to the West Section Line of said Section 27; thence South  $00^{\circ}09'37''$  East, 105.00 feet along said section line; thence South  $47^{\circ}44'48''$  East, 544.79 feet; thence South  $81^{\circ}02'40''$  East, 1,113.53 feet; thence North  $66^{\circ}20'45''$  East, 661.71 feet to a point on the South Line of said Sunbrook Drive, said point also being on a 461.86 foot radius curve, the radius point of which bears South  $64^{\circ}36'25''$  West; thence departing said golf course boundary along the south line of Sunbrook Drive as follows: 57.39 feet along the arc of said curve through a central angle of  $07^{\circ}07'08''$ ; thence South  $18^{\circ}16'27''$  East, 208.52 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.77 feet along the arc of said curve through a central angle of  $86^{\circ}33'45''$ ; thence South  $68^{\circ}16'43''$  West, 4.87 feet; thence South  $21^{\circ}43'17''$  East, 50.00 feet; thence North  $68^{\circ}16'43''$  East, 4.99 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.28 feet along the arc of said curve through a central angle of  $85^{\circ}26'26''$  to a point of reverse curvature of 604.02 foot radius curve, the radius point of which bears South  $63^{\circ}43'09''$  West; thence curving to the left 240.25 feet along the arc of said curve through a central angle of  $22^{\circ}47'22''$  to a point on the center section line; thence departing said Sunbrook Drive South  $00^{\circ}57'03''$  East; 1,110.53 feet along said center section line; thence South  $89^{\circ}50'58''$  West, 2,392.13 feet to the West Line of said Section 27; thence North  $00^{\circ}04'17''$  West, 851.02 feet to the Point of Beginning. Containing 94.361 acres.

Parcel 9

Beginning at a point South  $00^{\circ}09'37''$  East, 799.61 feet along the West Section Line and North  $90^{\circ}00'00''$  East, 1,337.97 feet from the True Northwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North  $87^{\circ}44'14''$  East, 113.39 feet; thence South  $02^{\circ}15'46''$  East, 14.42 feet; thence South  $36^{\circ}11'47''$  West, 176.24 feet to a point on a 330.89 foot radius curve the radius point of which bears North  $79^{\circ}03'47''$  East; thence curving to the left 50.09 feet along the arc of said curve through a central angle of  $08^{\circ}40'27''$ ; thence North  $02^{\circ}15'46''$  West, 102.51 feet to the point of beginning. Containing 0.222 acres.

Parcel 10

00811390 Bk 1533 Pg 2503

Beginning at a point South 00°09'37" East, 1,095.45 feet along the West Section Line and North 90°00'00" East, 1,228.01 feet from the True Northwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running thence North 16°00'40" West, 69.35 feet; thence North 79°03'47" East, 90.17 feet; thence South 39°38'46" West, 108.78 feet to the point of beginning. Containing 0.071 acres.

Parcel 11

BEGINNING at a point on the West right-of-way line of Dixie Downs Road, said point being N 0°46'03" W along section line 641.95 feet and N 90°00'00" E 30.35 feet from the East 1/4 corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence N 53°49'31" W 37.80 feet to the East line of said Section 27; Thence N 0°46'03" W along said section line 330.66 feet; Thence S 82°46'03" E 180.10 feet to the West right-of-way line of Dixie Downs Road; Thence S 23°3'06" W along said West right-of-way line 360.19 feet to the point of beginning.

Parcel No. 12

Beginning at the South 1/4 corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence North 89° 59' 34" East 242.77 feet along the Section Line to the North 1/4 corner of Section 34, of said Township and Range. Thence South 89° 31' 30" East 1087.21 feet along the Section Line; Thence North 00° 52' 03" West 2025.61 feet to a point on the Sunbrook Golf Course boundary line; Thence along said Golf Course boundary line as follows: South 89° 07' 57" West 65.00 feet; Thence South 00° 52' 03" East 160.37 feet; Thence South 68° 38' 12" West 614.99 feet; Thence South 00° 00' 00" East 86.00 feet; Thence South 44° 41' 25" East 392.45 feet; Thence South 59° 02' 10" East 186.59 feet; Thence South 00° 56' 18" East 875.61 feet; Thence North 89° 31' 30" West 205.21 feet; Thence North 84° 24' 08" West 200.00 feet; Thence North 74° 09' 52" West 200.00 feet; Thence North 63° 55' 28" West 200.00 feet; Thence North 53° 41' 03" West 200.00 feet; Thence North 39° 30' 39" West 164.04 feet; Thence North 29° 00' 00" West 126.46 feet to the point of curvature of a 210.17 foot radius curve, concave to the Northeast; Thence Northwesterly 102.89 feet along the arc of said curve through a central angle of 28° 02' 57" to a point on the North-South Center Section line of said Section 27; Thence South 00° 57' 03" East 912.37 feet along said Center Section line to the South 1/4 corner of said Section 27 and the point of beginning. Parcel No. 1 contains 23.897 acres.

## Parcel No. 13

Beginning at a point North  $00^{\circ} 57' 03''$  West 1152.37 feet along the North-South Center Section line and North  $89^{\circ} 02' 57''$  East 10.00 feet from the South  $1/4$  corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point is on the Sunbrook Golf Course boundary line and running thence along the said Golf Course boundary line as follows: south  $00^{\circ} 57' 03''$  East 240.00 feet to the point of curvature of a 200.17 foot radius curve, concave to the Northeast; Thence Southeasterly 97.99 feet along the arc of said curve through a central angle of  $28^{\circ} 02' 57''$  to the point of tangency; Thence South  $29^{\circ} 00' 00''$  East 126.39 feet; Thence South  $39^{\circ} 33' 54''$  East 120.00 feet; Thence North  $60^{\circ} 30' 00''$  East 82.00 feet; Thence South  $85^{\circ} 02' 20''$  East 555.05 feet; Thence North  $63^{\circ} 13' 57''$  East 126.56 feet; Thence North  $08^{\circ} 11' 06''$  West 147.50 feet; Thence North  $27^{\circ} 53' 50''$  West 173.12 feet; Thence North  $40^{\circ} 28' 49''$  West 565.32 feet; Thence North  $19^{\circ} 12' 14''$  East 94.24 feet; Thence North  $02^{\circ} 01' 00''$  West 142.09 feet; Thence North  $14^{\circ} 02' 10''$  East 111.32 feet; Thence North  $30^{\circ} 45' 15''$  East 18.12 feet; Thence North  $26^{\circ} 18' 22''$  West 176.17 feet; Thence South  $14^{\circ} 11' 06''$  West 206.14 feet; Thence South  $06^{\circ} 04' 21''$  West 283.59 feet; Thence South  $09^{\circ} 31' 20''$  West 314.33 feet; Thence South  $80^{\circ} 20' 24''$  West 190.70 feet; Thence North  $06^{\circ} 47' 20''$  West 163.53 feet; Thence South  $49^{\circ} 04' 00''$  West 88.84 feet to the point of curvature of a 42.51 foot radius curve, concave to the Southeast; Thence Southwesterly 37.11 feet along the arc of said curve through a central angle of  $50^{\circ} 01' 03''$  to the point of tangency and the point of beginning. Parcel No. 2 contains 11.529 acres.



## Parcel No. 14

Beginning at a point on the North-South Center Section line North  $00^{\circ} 57' 03''$  West, 1152.37 feet from the South 1/4 corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence along said North-South Center Section Line North  $00^{\circ} 57' 03''$  West 1771.77 feet to a point on the South Right-of-Way line of Sunbrook Drive, an 80.00 foot wide public street, said point being on a 604.02 foot radius curve, concave to the Northeast, the radius point of which bears North  $40^{\circ} 55' 47''$  East; Thence along said South Right-of-Way line in the following six (6) courses: Southeasterly 72.21 feet along the arc of said curve through a central angle of  $06^{\circ} 50' 58''$  to a point of compound curvature of a 692.10 foot radius curve, concave to the Northeast, the radius point of which bears North  $34^{\circ} 04' 49''$  East; Thence Southeasterly 247.75 feet along the arc of said curve through a central angle of  $20^{\circ} 30' 36''$  to the point of reverse curvature of a 25.00 foot radius curve, concave to the Southwest, the radius point of which bears South  $13^{\circ} 34' 13''$  West; Thence Easterly and Southerly 37.53 feet along the arc of said curve through a central angle of  $86^{\circ} 00' 06''$ ; Thence South  $80^{\circ} 25' 41''$  East 50.00 feet to the point of curvature of a 25.00 radius curve, concave to the Southeast; Thence Northerly and Easterly 37.53 feet along the arc of said curve through a central angle of  $86^{\circ} 00' 06''$  to the point of reverse curvature of a 692.10 foot radius curve, concave to the North, the radius point of which bears North  $05^{\circ} 34' 25''$  East; Thence Northeasterly 156.92 feet along the arc of said curve through a central angle of  $12^{\circ} 59' 25''$  to a point on the West boundary line of Sunbrook Golf Course Hole No. 2; Thence leaving said South Right-of-Way line and following said Sunbrook Golf Course boundary line as follows: South  $27^{\circ} 07' 37''$  West 848.13 feet; Thence South  $05^{\circ} 09' 26''$  West 556.25 feet; Thence South  $06^{\circ} 47' 20''$  East 205.06 feet; Thence South  $49^{\circ} 04' 00''$  West 95.62 feet to the point of curvature of a 52.51 foot radius curve, concave to the Southeast; Thence Southwesterly 45.84 feet along the arc of said curve through a central angle of  $50^{\circ} 01' 03''$  to the North-South Center Section line and the point of beginning. Contains 7.897 acres.

## Parcel No. 15

Beginning at a point on the South Right-of-Way line of Sunbrook Drive, an 80.00 foot wide public street, said point being North  $00^{\circ} 46' 03''$  West 503.28 feet along the Section Line and North  $90^{\circ} 00' 00''$  West 377.44 feet from the East 1/4 corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on a 492.50 foot radius curve, concave to the Southeast, the radius point of which bears South  $08^{\circ} 35' 44''$  East; Thence running along the said South Right-of-Way line as follows: Thence southwesterly 128.17 feet along the arc of said curve through a central angle of  $14^{\circ} 54' 39''$  to the point of reverse curvature of a 540.00 foot radius curve, concave to the North, the radius point of which bears South  $23^{\circ} 30' 23''$  East; Thence Westerly 391.19 feet along the arc of said curve through a central angle of  $41^{\circ} 30' 23''$ ; Thence North  $72^{\circ} 00' 00''$  West 238.51 feet to the point of curvature of a 511.50 foot radius curve, concave to the Southwest; Thence Northwesterly 15.43 feet along the arc of said curve through a central angle of  $01^{\circ} 43' 44''$  to the point of compound curvature of a 25.00 foot radius curve, concave to the Southeast, the radius point of which bears

South  $16^{\circ} 16' 16''$  West; Thence Northwesterly and Southwesterly 41.84 feet along the arc of said curve through a central angle of  $95^{\circ} 53' 56''$ ; Thence South  $10^{\circ} 22' 20''$  West 4.42 feet; Thence North  $79^{\circ} 37' 40''$  West 50.00 feet; Thence North  $10^{\circ} 22' 20''$  East 4.35 feet to the point of curvature of a 15.00 foot radius curve, concave to the Southwest; Thence Northwesterly 24.80 feet along the arc of said curve through a central angle of  $94^{\circ} 43' 33''$  to the point of compound curvature of a 500.50 foot radius curve, concave to the South, the radius point of which bears South  $05^{\circ} 38' 47''$  West; Thence 140.22 feet along the arc of said curve through a central angle of  $16^{\circ} 03' 06''$  to the point of reverse curvature of 250.00 foot radius curve, concave to the Northwest, the radius point of which bears North  $10^{\circ} 24' 21''$  West; Thence Southwesterly 30.65 feet along the arc of said curve through a central angle of  $07^{\circ} 01' 25''$  to the point of reverse curvature of a 250.00 foot radius curve, concave to the Southeast, the radius point of which bears South  $03^{\circ} 22' 56''$  East; Thence Southwesterly 89.64 feet along the arc of said curve through a central angle of  $20^{\circ} 32' 41''$  to the point of compound curvature of a 500.50 foot radius curve, concave to the Southeast, the radius point of which bears South  $23^{\circ} 55' 37''$  East; Thence Southwesterly 60.25 feet along the arc of said curve through a central angle of  $06^{\circ} 44' 48''$  from which the radius point bears South  $30^{\circ} 40' 25''$  East; Thence leaving said South Right-of-Way Line South  $12^{\circ} 29' 40''$  West 44.92 feet; Thence North  $85^{\circ} 00' 20''$  West 48.00 feet to a point on said South Right-of-Way line, said point being on a 511.50 foot radius curve, concave to the Southeast, the radius point of which bears South  $38^{\circ} 30' 29''$  East; Thence along said South Right-of-Way line as follows: Southwesterly 21.16 feet along the arc of said curve through a central angle of  $02^{\circ} 22' 14''$ ; Thence South  $49^{\circ} 07' 17''$  West 218.16 feet to the point of curvature of 692.10 foot radius curve, concave to the Northwest; Thence Southwesterly 163.53 feet along the arc of said curve through a central angle of  $13^{\circ} 32' 17''$  to a point on the East boundary line of Sunbrook Golf Course Hole No. 2, from which the radius point bears North  $27^{\circ} 20' 26''$  West; Thence leaving said South Right-of-Way line and running along said Sunbrook Golf Course Boundary line as follows: South  $24^{\circ} 53' 50''$  West 216.09 feet; Thence South  $15^{\circ} 34' 08''$  West 158.00 feet; Thence South  $16^{\circ} 53' 37''$  West 423.25 feet; Thence South  $14^{\circ} 11' 06''$  West 155.06 feet; Thence South  $26^{\circ} 18' 22''$  East 190.71 feet; Thence North  $74^{\circ} 32' 49''$  East 113.52 feet; Thence North  $16^{\circ} 47' 54''$  East 166.09 feet; Thence North  $75^{\circ} 13' 57''$  East 293.20 feet; Thence North  $09^{\circ} 49' 09''$  East 255.00 feet; Thence North  $34^{\circ} 44' 35''$  East 150.90 feet; Thence North  $90^{\circ} 00' 00''$  East 104.70 feet; Thence South  $02^{\circ} 28' 30''$  West 107.50 feet to the point of curvature of a 325.00 foot radius curve, concave to the Northeast; Thence Southeasterly 159.91 feet along the arc of said curve through a central angle of  $28^{\circ} 11' 28''$  to the point of reverse curvature of a 275.00 foot radius curve, concave to the Southwest, the radius point of which bears South  $64^{\circ} 17' 02''$  West; Thence Southeasterly 119.26 feet along the arc of said curve through a central angle of  $24^{\circ} 50' 55''$  to the point of tangency; Thence North  $89^{\circ} 07' 57''$  East 50.00 feet to the point of curvature of a 325.00 foot radius curve, concave to the Southwest; Thence Northwesterly 140.95 feet along the arc of said curve through a central angle of  $24^{\circ} 50' 55''$  to the point of reverse curvature of a 275.00 foot radius curve, concave to the Northeast, the radius point of which bears North  $64^{\circ} 17' 02''$  East; Thence Northwesterly 135.31 feet along the arc of said curve through a central angle of  $28^{\circ} 11' 28''$  to the point of tangency; Thence North  $02^{\circ} 28' 30''$  East 68.07 feet; Thence North  $90^{\circ} 00' 00''$  East 66.11 feet; Thence leaving said Golf Course Boundary North  $00^{\circ} 52' 03''$  West 289.99 feet; Thence North  $81^{\circ} 00' 47''$  East 502.80 feet to a point on the Sunbrook Golf Course

Boundary line; Thence along said Golf Course Boundary line North 53° 10' 50" East 196.99 feet; Thence North 44° 08' 05" East 423.92 feet to the South Right-of-Way line of said Sunbrook Drive and the point of beginning. Parcel No. 4 contains 22.410 acres.

Parcel No. 16

Beginning at a point on the North Right-of-Way line of Sunbrook Drive, an 80.00 foot wide public street, North 00° 46' 03" West 602.64 feet along the Section line and North 90° 00' 00" West 313.46 feet from the East 1/4 corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on a 533.50 foot radius curve, concave to the Southeast, the radius point of which bears South 03° 44' 43" West, and running thence along said North Right-of-Way line as follows: Southwesterly 207.32 feet along the arc of said curve through a central angle of 22° 15' 57" to the point of reverse curvature of a 460.00 foot radius curve, concave to the North, the radius point of which bears North 26° 00' 40" West; Thence Southwesterly and Northwesterly 353.34 feet along the arc of said curve through a central angle of 44° 00' 40" to the point of tangency; Thence North 72° 00' 00" West 238.51 feet to the point of curvature of a 591.50 foot radius curve, concave to the South; Thence Northwesterly and Southwesterly 431.28 feet along the arc of said curve through a central angle of 41° 46' 34" from which the radius point bears South 23° 46' 34" East; Thence leaving said North Right-of-Way line North 12° 29' 40" East 51.26 feet; Thence North 82° 17' 40" East 200.00 feet; Thence South 87° 48' 20" East 730.00 feet; Thence North 87° 03' 40" East 251.99 feet to a point on the Sunbrook Golf Course Boundary Hole No. 7; Thence along said golf Course Boundary South 01° 03' 14" East 37.31 feet to the North Right-of-Way line of said Sunbrook Drive and the point of beginning. Parcel No. 5 contains 1.869 acres.

Parcel 17

Beginning at a point on the South Line of Sunbrook Drive, an 80.00 foot wide public street, said point being North 0° 46' 03" West, 476.73 feet along the Section Line and North 90° 00' 00" West, 1528.70 feet from the East 1/4 Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South 12° 29' 40" West, 44.92 feet; thence North 85° 00' 20" West, 48.00 feet to a point on the South Line of Sunbrook Drive and on a 511.50 foot radius curve, the radius point of which bears South 38° 30' 29" East; thence curving to the right along the arc of said curve 69.94 feet through a central angle of 7° 50' 04" to the point of beginning. Containing 1,124.54 square feet (0.026 acres).

Parcel 18

Beginning at a point North 89° 24' 02" East, 489.70 feet along the Section Line and North 00° 00' 00" East, 19.28 feet from the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South; Range 16 West of the Salt Lake Base and Meridian, and running thence North 17° 21' 14" West, 387.80 feet; Thence North 72° 38' 46" East, 363.00 feet; Thence South 17° 21' 14" East, 171.98 feet; Thence South 72° 19' 18" West, 89.18 feet; Thence South 29° 51' 32" West, 62.27 feet; Thence South 44° 22' 21" West, 326.22 feet to the point of beginning. Contains 2.337 acres.

Parcel 19

Beginning at a point North 01° 01' 16" West, 942.855 feet along the Section Line from the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence North 01° 01' 16" West, 1708.865 feet; Thence South 30° 08' 13" East, 1001.14 feet; Thence South 00° 08' 13" East, 502.07 feet; Thence South 55° 08' 13" East, 105.65 feet; Thence North 62° 35' 47" East, 253.29 feet; Thence South 37° 07' 28" West, 179.80 feet; Thence North 65° 21' 47" East, 69.92 feet; Thence North 25° 38' 13" West, 451.44 feet; Thence North 89° 51' 47" East, 210.93 feet; Thence South 30° 53' 13" East, 265.85 feet; Thence North 56° 30' 47" East, 22.35 feet; Thence South 30° 16' 53" East, 88.48 feet; Thence North 60° 32' 47" East, 10.00 feet; Thence South 37° 36' 13" East, 106.57 feet; Thence South 59° 35' 48" West, 275.71 feet; Thence South 30° 24' 12" East, 215.00 feet; Thence South 59° 35' 48" West, 159.78 feet; Thence North 30° 24' 12" West, 30.00 feet; Thence South 68° 11' 50" West, 255.46 feet; Thence North 52° 14' 43" West, 257.50 feet; Thence South 89° 51' 47" West, 523.36 feet to the Section Line and the point of beginning. Contains 21.919 acres.

Parcel 20

Beginning at a point North 89° 24' 02" East, 940.27 feet along the Section Line and North 0° 00' 00" East, 382.52 feet from the Southwest Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 30° 44' 14" West, 225.16 feet; thence North 51° 33' 45" West, 257.35 feet; thence North 30° 24' 12" West, 116.88 feet; thence North 59° 35' 48" East, 159.78 feet; South 30° 24' 12" East, 70.00 feet; thence South 72° 04' 06" East, 190.25 feet; thence South 09° 22' 20" East, 104.39 feet; thence South 70° 29' 21" East, 134.74 feet; thence South 49° 44' 42" East, 179.51 feet; thence South 87° 58' 56" East, 100.37 feet; thence North 62° 30' 47" East, 14.00 feet; thence South 74° 00' 39" East, 144.87 feet; thence South 60° 43' 55" East, 104.32 feet; thence South 22° 22' 06" West, 403.82 feet; thence South 52° 45' 55" West, 72.00 feet; thence South 90° 00' 00" West, 250.00 feet; thence North 0° 00' 00" West, 110.00 feet; thence North 41° 21' 28" West, 75.06 feet; thence North 82° 42' 35" West, 418.25 feet; thence North 31° 06' 12" West, 111.02 feet; thence North 30° 44' 14" West, 44.55 feet to the point of beginning. Containing 11.732 acres.

Parcel 21

Beginning at a point South 00°09'37" East along the Section Line 297.00 feet and North 90°00'00" West, 688.01 feet from the true Northwest corner of Section 28 common also to Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the boundary of the Sunbrook Golf Course and running thence along said golf course as follows South 36°59'09" East, 179.76 feet; thence South 54°46'25" East, 333.39 feet; thence departing said golf course South 22°20'22" West, 169.87 feet to a point on a 175.00 foot radius curve, the radius point of which bears North 22°20'22" East; thence curving to the left 51.58 feet along the arc of said curve through a central angle of 16°53'12"; thence departing said curve South 05°27'10" West, 110.00 feet; thence South 84°32'50" East, 94.58 feet; thence South 66°19'28" West, 87.10 feet; thence North 54°46'25" West, 466.65 feet; thence North 89°52'07" West, 136.03 feet; thence South 00°03'03" West, 588.49 feet to a point on the 1/16 section line; thence North 89°56'57" West, 125.17 feet along said 1/16 section line; thence North 00°07'53" East, 756.68 feet; thence North 59°04'28" East, 115.03 feet; thence North 05°30'30" West, 25.04 feet; thence North 51°58'16" East, 222.38 feet to a point on the golf course boundary and the Point of Beginning. Contains 6.231 acres.

Parcel 22

Beginning at a point South 00°09'37" East, 953.19 feet along the West Section Line and North 90°00'00" East, 1346.29 feet from the true Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being the Northeast Corner of a 66.00 foot wide Public Street, Emerald Drive, dedicated for public use by a "Declaration of Dedication" in favor of St. George City, Recorded \_\_\_\_\_ 1993 at Entry No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, replacing an earlier recording at Entry No. 398842, Book 639, Page 520; and running thence along said public street in the following two (2) courses: South 36°11'47" West, 1.76 feet; South 39°38'47" West, 75.98 feet; thence South 79°03'47" West, 90.17 feet; thence North 16°00'40" West, 81.65 feet; thence North 02°15'46" West, 497.61 feet; thence North 00°15'50" East, 107.24 feet; thence South 89°40'00" West, 510.20 feet; thence South 63°32'57" West, 616.62 feet; thence South 27°01'51" West, 195.31 feet; thence South 23°40'33" East, 9.99 feet; thence South 66°19'28" West, 284.91 feet; thence North 84°32'50" West, 94.58 feet; thence North 05°27'10" East, 110.0 feet to a point on a 175.00 foot radius curve, to radius point of which bears North 05°27'10"; thence Northwesterly 51.58 feet along the arc of said curve, concave to the Northeast through a central angle of 16°53'12"; thence North 22°20'22" East, 169.87 feet to a point on the Sunbrook Golf Course Boundary; thence along said Golf Course Boundary as follows: South 54°46'25" East, 13.35 feet; thence North 66°19'28" East, 129.20 feet; thence North 27°01'51" East, 188.00 feet; thence North 63°32'57" East, 406.27 feet; thence North 49°10'38" East, 179.24 feet; thence North 72°38'46" East 167.44 feet; thence North 89°40'00" East, 525.32 feet; thence North 42°07'30" East, 89.53 feet; thence North 00°00'00" East, 8.82 feet; thence North 67°55'22" East 56.35 feet; thence

North 90°00'00" East, 197.77 feet; thence South 05°02'59" East, 380.29 feet; thence South 02°15'46" East, 442.78 feet; thence departing said Gold Course Boundary South 87°44'14" West, 113.39 feet; thence South 02°15'46" East, 102.51 feet to the point of curvature of a 330.89 foot radius curve; thence Southeasterly 50.09 feet along the arc of said curve, concave to the Northeast through a central angle of 08°40'27" to the point of beginning.

Now known as CANYON VIEW RIDGE AT SUNBROOK PHASE I, according to the Official Plat thereof on file in the Office of the Washington County Recorder.

**Parcel 23**

Beginning at a point North 89° 24' 02" East, 746.25 feet along the Section Line and North 00° 00' 00" East, 515.43 feet from the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence North 51° 33' 45" East, 110.72 feet; Thence South 19° 42' 13" East, 51.49 feet; Thence South 30° 44' 13" East, 175.95 feet; Thence South 72° 19' 18" West, 114.52 feet; Thence North 27° 08' 13" West, 186.14 feet to the point of beginning. Contains 0.505 acres.

**Parcel 24**

Beginning at a point South 0° 57' 03" East, 1,303.57 feet along the Center Section Line and North 90° 00' 00" West, 336.84 feet from the North Quarter Corner of Section 27, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian and running thence South 21° 48' 00" West, 113.00 feet; thence North 68° 12' 00" West, 147.00 feet; thence North 21° 48' 00" East, 113.00 feet; thence South 68° 12' 00" East, 147.00 feet to the point of beginning.

**Parcel 25**

Beginning at a point South 0°09'37" East, 623.48 feet along section line and North 90°00'00" East, 106.27 feet from the Northwest corner of Section 27, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian, said point being on the South boundary of the Canyon View Ridge Subdivision and running thence along said subdivision as follows: North 63°32'57" East, 616.62 feet; thence North 89°40'00" East, 510.20 feet; thence South 0°15'50" West, 107.24 feet; thence South 2°15'46" East, 497.61 feet; thence South 16°00'40" East, 150.99 feet; thence departing said Subdivision South 39°38'47" West, 43.24 feet; thence South 49°29'47" West, 145.00 feet; thence South 48°37'47" West, 116.73 feet to the one-sixteenth (1/16) line; thence South 89°45'06" West, 34.27 feet along said one-sixteenth (1/16th); thence North 2°15'46" West, 760.43 feet; thence South 69°05'15" West, 295.55 feet; thence South 86°31'13" West, 320.33 feet; thence South 66°19'20" West, 351.88 feet to the South boundary of said Subdivision; thence along said subdivision as follows: North 23°40'33" West, 9.99 feet; thence North 27°01'51" East, 195.31 feet to the point of beginning.

## Parcel 26

Beginning at a point South  $00^{\circ} 57' 03''$  East, 2252.94 feet along the section line from the North Quarter corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence South  $85^{\circ} 00' 20''$  East, 307.00 feet; thence South  $53^{\circ} 53' 44''$  East, 132.35 feet; thence South  $63^{\circ} 26' 06''$  East, 259.38 feet; thence South  $00^{\circ} 00' 00''$  East, 87.04 feet to a point on the North Right-of-Way line of Sunbrook Drive, being a point on a 612.10 feet radius curve concave to the North the radius point which bears North  $18^{\circ} 37' 09''$  West; thence Southwesterly and Northwesterly 563.00 feet along said Right-of-Way Line and the arc of said curve through a central angle of  $52^{\circ} 41' 58''$  to the point of compound curvature of a 524.02 foot radius curve concave to the Northeast the radius point of which bears North  $34^{\circ} 04' 49''$  East; thence Northwesterly 139.73 feet along said Right-of-Way Line and the arc of said curve through a central angle of  $15^{\circ} 16' 40''$  to a point on the section line from which point the radius bears  $49^{\circ} 21' 29''$  East; thence leaving said Right-of-Way line North  $00^{\circ} 57' 03''$  West, 141.97 feet along the section line to the Point of Beginning.

PARCEL 27  
Bellsera Townhomes at Sunbrook - Phase 1 - ~~and~~ IA

A portion of land in the Northwest Quarter of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, basis of bearing for the following description is North 00°39'40" East between the East Quarter Corner and the Northeast Corner of said section, ground distances and bearings were used to create the following description:

Beginning at point North 00°39'40" East 507.71 feet from the East Quarter Corner of Section 27, Township 42 South, Range 16 West Salt Lake Base and Meridian along the Section Line and North 90°00'00" West 2798.34 feet to a point on a 604.02-foot radius curve, concave to the Northeast radius point bears North 62°23'38" East, on the southerly right-of-way of Sunbrook Drive as shown on a Road Dedication and Utility Easement Plat of Sunbrook Drive, Entry Number 35997, located at the Washington County Recorder's Office, State of Utah, thence following said right-of-way of Sunbrook Drive with the following 7 courses, thence northwesterly along the arc of said curve 29.04 feet through a central angle of 2°45'15" to a reverse curve; thence northwesterly and westerly 37.28 feet along the arc of a 25.00-foot radius curve concave to the southwest through a central angle of 85°26'27"; thence South 69°42'26" West 4.99 feet; thence North 20°17'34" West 50.00 feet; thence North 89°42'26" East 4.87 feet to a 25.00-foot radius curve concave to the west; thence northerly along the arc of said curve 37.77 feet through a central angle of 86°33'10"; thence North 16°50'44" West 92.71; thence departing said right-of-way South 89°01'38" West 174.87 feet; thence North 74°06'05" West 176.92 feet to the southerly boundary of a parcel of land owned by the City of St. George (Sunbrook Golf Course) as recorded in Book 570 Page 845 in said recorder's office; thence coincident with said parcel of land South 67°48'28" West 346.88 feet; thence North 79°36'57" West 382.75 feet; thence departing said parcel of land South 10°23'08" West 120.00 feet; thence South 13°39'30" West 35.06 feet to the beginning of a 20.00-foot non-tangent curve concave to the Southwest, radius point bears South 10°23'03" West; thence southeasterly and southerly 31.42 feet along the arc of said curve through a central angle of 90°00'00"; thence South 79°36'57" East 35.00 feet to the beginning of a 20.00-foot radius non-tangent curve, concave to the southwest, radius point bears South 79°36'57" East; thence northeasterly and easterly 31.42 feet along the arc of said curve through a central angle of 90°00'00"; thence South 79°36'57" East 296.56 feet to the beginning of a 200.00-foot radius curve concave to the north; thence easterly 111.14 feet along the arc of said curve through a central angle of 31°30'22"; thence North 68°32'41" East 31.00 feet to the beginning of a 20.00-foot radius curve concave to the southwest; thence easterly and southeasterly 38.93 along the arc of said curve through a central angle of 89°13'47"; thence South 22°13'32" East 70.01 feet to the beginning of a 20.00-foot radius curve concave to the west; thence southerly and southwesterly 39.61 feet along the arc of said curve through a central angle of 90°48'13"; thence South 21°27'19" East 35.00 feet; thence North 68°32'41" East 174.71 feet to the beginning of an 85.00-foot radius curve concave to the south; thence easterly 55.42 feet along the arc of said curve through a central angle of 37°21'14"; thence South 74°06'05" East 57.51 feet to the beginning of a 135.00-foot radius curve concave to the north; thence southeasterly 18.49 feet along the arc of said curve through a central angle of 7°50'57"; thence South 81°37'02" East 120.12 feet to the beginning of a 122.50-foot radius curve concave to the southwest; thence easterly and southeasterly 86.87 feet along the arc of said curve through a central angle of 40°37'57"; thence North 48°40'55" East 35.00 feet; thence North 27°58'45" East 158.17 feet to the point of beginning. Contains 6.188 acres.



## PARCEL 28

Bellsera Townhomes at Sunbrook - Phase 2

**LEGAL DESCRIPTION**  
 Beginning at the northwest corner of Bellsera Townhomes at Sunbrook, Phase 1 recorded July 20, 2001 as Entry Number 728719, Washington County Official Records, said corner lies North 00°39'40" East 696.32 feet along the section line and North 40°00'00" West 3,916.37 feet from the east quarter corner of Section 21, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence coincident with the westerly boundary of said Phase 1 in the following two (2) courses: South 10°23'08" West 120.00 feet; thence South 13°39'30" West 35.06 feet; thence leaving said westerly boundary North 79°36'57" West 622.22 feet to the point of curvature of a 25.00 foot radius curve concave to the southwest; thence through a central angle of 106°10'00" southwesterly 46.32 feet along the arc of said curve to the point of tangency; thence South 05°46'57" East 1.88 feet; thence South 84°13'03" West 35.00 feet along a radial line to a point on the arc of a 20.00 foot radius curve concave to the southwest; thence through a central angle of 47°00'51" northwesterly 16.41 feet along the arc of said curve to the point of reverse curvature of a 35.00 foot radius curve concave to the east; thence through a central angle of 100°50'48" northerly 61.60 feet along the arc of said curve to a point on a radial line; thence along said radial line North 41°57'00" West 20.935 feet; thence North 10°23'03" East 120.82 feet to a point on the boundary line of Sunbrook Golf Course as described in that Warranty Deed recorded August 20, 1990 as Entry Number 364940, said official records; thence coincident with said boundary South 79°36'57" East 120.00 feet to said northwest corner and point of beginning.  
 Contains 2.603 acres.

## PARCEL 29

Bridgewater Townhomes at Sunbrook

Beginning at a point North  $84^{\circ}10'34''$  East 470.65 feet from the Southwest Corner of Section 22 Township 42 South Range 16 West, Salt Lake Base and Meridian, and running thence South  $45^{\circ}47'45''$  West 133.83 feet; thence South  $24^{\circ}26'46''$  West 94.24 feet; thence South  $51^{\circ}06'51''$  West 95.26 feet; thence South  $89^{\circ}03'48''$  West 99.85 feet; thence North  $62^{\circ}04'54''$  West 51.37 feet; thence North  $11^{\circ}17'41''$  East 69.80 feet; thence North  $42^{\circ}50'39''$  West 109.52 feet; thence North  $80^{\circ}43'41''$  West 60.79 feet; thence North  $39^{\circ}00'51''$  West 189.35 feet; thence North  $64^{\circ}36'09''$  East 585.00 feet; thence South  $55^{\circ}39'21''$  East 30.57 feet; thence North  $51^{\circ}41'47''$  East 112.21 feet; thence North  $03^{\circ}01'35''$  East 73.23 feet; thence North  $74^{\circ}04'10''$  East 144.41 feet; thence North  $51^{\circ}41'47''$  East 436.59 feet; to a point on the West Right-of-Way Line of Emerald Drive, a 60 foot wide public street; said point also being a point on a 730.00 foot radius curve concave to the Northeast, the radius point which bears North  $54^{\circ}09'34''$  East; thence running along said Right-of-Way Line the following seven (7) courses: Southeasterly 95.45 feet along the arc of said curve through a central angle of  $7^{\circ}29'29''$  to the point of reverse curvature of a 15 foot radius curve concave to the Southwest; thence Southwesterly 23.91 feet along the arc of said curve through a central angle of  $91^{\circ}19'54''$  to a point of tangency; thence South  $46^{\circ}32'38''$  East 26.79 feet along a radial line; thence North  $43^{\circ}27'22''$  East 2.05 feet; thence South  $46^{\circ}32'38''$  East 23.51 feet to a point of curvature of a 15.00 foot radius curve concave to the Southeast; thence Northeasterly 21.74 feet along the arc of said curve through a central angle of  $83^{\circ}03'20''$  to a point of reverse curvature of a 730.00 foot radius curve concave to the Northeast; thence Southeasterly 53.68 feet along the arc of said curve through a central angle of  $4^{\circ}12'47''$  to a point from which the radius point bears North  $36^{\circ}16'59''$  East; thence leaving said Right-of-Way Line and running South  $36^{\circ}16'59''$  West 101.85 feet; thence South  $52^{\circ}59'09''$  West 230.21 feet; thence North  $29^{\circ}18'49''$  West 6.94 feet; thence South  $73^{\circ}44'42''$  West 265.97 feet; thence South  $28^{\circ}26'08''$  East 62.27 feet; thence South  $45^{\circ}47'45''$  West 353.47 feet to the Point of Beginning.

Contains 8.94 acres

PARCEL 30  
Canyon View Ridge at Sunbrook

**LEGAL DESCRIPTION:**

Beginning at a point South 00° 09' 37" East, 951.77 feet along the West Section Line and North 90° 00' 00" East, 1347.34 feet from the true Northwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base & Meridian, said point being the Northeast Corner of a 60.00 foot wide Public Street, Emerald Drive, dedicated for public use by a "Declaration of Dedication" in favor of St. George City, Recorded , 199 at Entry No. Book Page : replacing an earlier recording at Entry No. 398042, Book 639, Page 530; and running thence along said public street in the following two (2) courses; South 36° 11' 47" West, 1.76 feet; South 39° 38' 47" West, 75.99 feet; thence South 79° 03' 47" West, 115.27 feet; thence North 16° 00' 40" West, 82.44 feet; thence North 02° 15' 46" West, 500.62 feet; thence North 00° 14' 50" East, 83.08 feet; thence South 89° 40' 00" West, 479.14 feet; thence South 63° 32' 57" West, 602.57 feet; thence South 27° 01' 51" West, 172.29 feet; thence South 66° 19' 28" West, 312.17 feet; thence North 84° 32' 50" West, 94.58 feet; thence North 05° 27' 10" East, 110.00 feet to a point on a 175.00 foot radius curve, the radius point of which bears North 05° 27' 10" East; thence Northwesterly 51.58 feet along the arc of said curve, concave to the Northeast through a central angle of 16° 53' 12"; thence North 22° 20' 22" East, 169.87 feet to a point on the Sunbrook Golf Course Boundary; thence along said Golf Course Boundary as follows: South 54° 46' 25" East, 13.36 feet; thence North 66° 19' 28" East, 129.20 feet; thence North 27° 01' 51" East, 188.00 feet; thence North 63° 32' 57" East, 406.27 feet; thence North 49° 10' 38" East, 179.24 feet; thence North 72° 38' 46" East, 167.44 feet; thence North 89° 40' 00" East, 525.32 feet; thence North 42° 07' 30" East, 89.53 feet; thence North 00° 00' 00" East, 8.82 feet; thence North 67° 55' 22" East, 56.35 feet; thence North 90° 00' 00" East, 197.77 feet; thence South 05° 02' 59" East, 380.29 feet; thence South 02° 15' 46" East, 442.78 feet; thence departing said Golf Course Boundary South 87° 44' 14" West, 113.39 feet; thence South 02° 15' 46" East, 102.51 feet to the point of curvature of a 330.89 foot radius curve; thence Southeasterly 50.09 feet along the arc of said curve, concave to the Northeast through a central angle of 08° 40' 27" to the point of Beginning.

Containing 17.781 acres.

PARCEL 31  
Canyon View Ridge at Sunbrook - Phase 2

**LEGAL DESCRIPTION**

Parcel No. 1

Beginning at a point South 00°09'37" East, 1028.81 feet along the West Section Line and North 90°00'00" East, 1209.26 feet from the True Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence North 79°03'47" East, 90.17 feet to a point on the right of way of Emerald Drive, a 60 foot wide public street; thence South 10°56'13" East, 62.16 feet to the point of curvature of a 373.00 foot radius curve; thence Southwesterly 133.94 feet along the arc of said curve concave to the West through a central angle of 20°34'25"; thence South 09°38'12" West, 5.1 feet to the point of curvature of a 25.00 foot radius curve; thence Southwesterly 37.76 feet along the arc of said curve concave to the Northwest a central angle of 86°32'41" to a point on the North right of way line of Sunbrook Drive an 80.00 foot wide public street; thence North 83°49'07" West 78.88 feet along the said North right of way line; thence North 06°09'18" East, 102.45 feet; thence North 03°50'04" West, 98.73 feet to the Point of Beginning.

Parcel No. 1 Contains 0.478 acres.

Parcel No. 2

Beginning at a point South 00°09'37" East, 951.77 feet along the West Section Line and North 90°00'00" East, 1847.24 feet from the True Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the East right of way line of Emerald Drive a 60.00 foot wide public street at the point of curvature of a 330.09 foot radius curve; thence Northerly 50.09 feet along the arc of said curve concave to the Northeast through a central angle of 08°40'27"; thence North 02°15'46" West, 102.51 feet along said East right of way line of Emerald Drive; thence leaving said East right of way line North 87°44'14" East, 113.39 feet; thence South 02°15'46" East, 14.38 feet; thence South 10°35'14" East, 406.76 feet; thence South 25°11'37" West, 86.05 feet to the Northwestern right of way line of Sunbrook Drive an 80.00 foot wide public street, and a point on a 605.00 foot radius curve, the radius point of which bears South 25°11'37" West; thence Northwesterly 108.49 feet along the arc of said curve concave to the Southwest through a central angle of 10°16'29" to the point of reverse curvature of a 25.00 foot radius curve, the radius point of which bears North 14°55'08" East; thence Northwesterly 36.97 feet along the arc of said curve concave to the Northeast through a central angle of 84°43'04" to the East right of way of Emerald Drive; thence along said right of way line in the following three (3) courses; North 09°38'12" East, 5.83 feet to the point of curvature of a 433.00 foot radius curve; thence Northerly 135.48 feet along the arc of said curve concave to the West through a central angle of 20°34'25"; thence North 10°56'13" West, 111.61 feet to the point of Point of Beginning.

Parcel No. 2 Contains 1.413 acres.

PARCEL 32  
Canyon View Ridge at Sunbrook - Phase 3

**LEGAL DESCRIPTION**

Beginning at the Northwest Corner of 1 of 29 of Canyon View Ridge at Sunbrook, said point being South  $01^{\circ}15'47''$  West 635.45 feet along the Section line and North  $90^{\circ}00'00''$  West 308.63 feet from the true Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence South  $23^{\circ}45'46''$  West 169.87 feet along a radial line to a point on the arc of a 175.00 foot radius curve concave to the Northeast; thence Southeasterly 51.58 feet along the arc of said curve through a central angle of  $16^{\circ}53'12''$  to a point from which the radius point bears North  $06^{\circ}52'34''$  East; thence South  $06^{\circ}52'34''$  West 110.00 feet along a radial line; thence North  $83^{\circ}07'26''$  West 132.15 feet; thence North  $53^{\circ}21'01''$  West 288.36 feet; thence North  $35^{\circ}21'50''$  West 151.64 feet; thence North  $35^{\circ}04'22''$  East 202.86 feet; thence South  $89^{\circ}45'24''$  East 48.36 feet; thence South  $53^{\circ}21'01''$  East 333.37 feet to the point of beginning. Canyon View Ridge at Sunbrook, Phase 3 contains 3.184 acres.

PARCEL 33  
The French Quarter at Sunbrook

Beginning at a point North  $89^{\circ}24'02''$  East, 1102.62 feet and North  $00^{\circ}00'00''$  East, 21.41 feet from the True Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian said point being a point on the Boundary Line of Sunbrook Golf Course; thence along said Sunbrook Golf Course Boundary Line in the following ten (10) courses: South  $90^{\circ}00'00''$  West, 91.34 feet; thence South  $19^{\circ}59'29''$  West, 10.64 feet; thence South  $90^{\circ}00'00''$  West, 60.05 feet; thence North  $02^{\circ}15'16''$  West, 10.00 feet; thence South  $90^{\circ}00'00''$  West, 94.58 feet; thence North  $00^{\circ}00'00''$  East, 110.00 feet; thence North  $41^{\circ}21'28''$  West, 75.06 feet; thence North  $82^{\circ}42'35''$  West, 118.25 feet; thence North  $31^{\circ}06'12''$  West, 111.02 feet; thence North  $30^{\circ}44'11''$  West, 37.61 feet; thence leaving said boundary line of Sunbrook Golf Course North  $51^{\circ}33'45''$  East, 230.21 feet; thence North  $34^{\circ}51'35''$  East, 101.85 feet to a point on a 730.00 foot radius curve, the radius point of which bears North  $34^{\circ}51'35''$  East; thence Northwestery 53.68 feet along the arc of said curve concave to the Northeast through a central angle of  $04^{\circ}12'17''$  to the point of reverse curvature of a 15.00 foot radius curve, the radius point of which bears South  $39^{\circ}04'22''$  West; thence Westery 21.74 feet along the arc of said curve concave to the South through a central angle of  $83^{\circ}03'20''$ ; thence North  $47^{\circ}58'00''$  West, 23.51 feet; thence South  $42^{\circ}01'58''$  West, 2.05 feet; thence North  $47^{\circ}58'02''$  West, 26.79 feet to the point of compound curvature of a 15.00 foot radius curve, the radius point of which bears North  $43^{\circ}25'26''$  West; thence Northwestery 23.91 feet along the arc of said curve concave to the West through a central angle of  $91^{\circ}19'51''$  to the point of reverse curvature of a 730.00 foot radius curve concave to the Northeast, the radius point of which bears North  $45^{\circ}14'40''$  West; thence Northwestery 182.86 feet along the arc of said curve through a central angle of  $14^{\circ}21'07''$  to a point on the boundary of Sunbrook Golf Course; thence along the said Golf Course Boundary in the following fifteen (15) courses: North  $30^{\circ}24'12''$  West, 14.68 feet; thence North  $59^{\circ}35'48''$  East, 60.00 feet; thence South  $30^{\circ}24'12''$  East, 10.00 feet; thence North  $59^{\circ}35'48''$  East, 95.18 feet; thence South  $30^{\circ}24'12''$  East, 70.30 feet; thence South  $72^{\circ}04'06''$  East, 190.25 feet; thence South  $09^{\circ}22'25''$  East, 104.39 feet; thence South  $70^{\circ}29'21''$  East, 131.74 feet; thence South  $49^{\circ}44'42''$  East, 179.51 feet; thence South  $87^{\circ}58'55''$  East, 100.37 feet; thence North  $62^{\circ}38'47''$  East, 14.00 feet; thence South  $74^{\circ}00'00''$  East, 144.87 feet; thence South  $60^{\circ}43'55''$  East, 10.00 feet; thence South  $22^{\circ}22'06''$  West, 403.82 feet; thence South  $52^{\circ}45'55''$  West, 72.00 feet; to the point of beginning.

"THE FRENCH QUARTER" AT SUNBROOK contains: 10.218 acres.

PARCEL 34  
Santa Maria Subdivision at Sunbrook, Phase 1

**LEGAL DESCRIPTION:**

Beginning at a point South  $00^{\circ}09'37''$  East 1033.57 feet along the section line and North  $90^{\circ}00'00''$  East 1184.31 feet from the true Northwest corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being the Southwest corner of Lot 53, Canyon View Ridge at Sunbrook, Phase 1 and running thence South  $64^{\circ}00'52''$  West 275.46 feet to the North Right-Of-Way line of Sunbrook Drive, an 80.00 foot wide public street; said point being a point on a 960 foot radius curve concave to the Northeast; thence Southeasterly 277.17 feet along the arc of said curve through a central angle of  $16^{\circ}32'32''$  to the point of tangency; thence along a radial line South  $06^{\circ}10'53''$  West 80.00 feet to the South Right-Of-Way line of said Sunbrook Drive, said point being the point of curvature of a 1040.00 foot radius curve concave to the Northeast; thence Northwesterly 376.25 feet along the arc of said curve through a central angle of  $20^{\circ}43'45''$  to the point of reverse curvature of a 780.00 foot radius curve concave to the Southwest; thence Northwesterly 345.75 feet along the arc of said curve through a central angle of  $26^{\circ}03'57''$  to the point of compound curvature of a 15.00 foot radius non-tangent curve concave to the Southeast; thence Southwesterly 24.37 feet along the arc of said curve through a central angle of  $95^{\circ}49'46''$  to a point from which the radius point bears North  $07^{\circ}00'46''$  East; thence South  $07^{\circ}26'36''$  West 60 feet to the point of curvature of a 15.00 foot radius curve concave to the Southwest; thence Northwesterly 24.49 feet along the arc of said curve through a central angle of  $93^{\circ}31'50''$  to the point of compound curvature of a 760.00 foot radius curve concave to the Southeast from which point the radius point bears South  $06^{\circ}04'54''$  East; thence North  $06^{\circ}04'54''$  West 40.00 feet along said radial line to a point on a 800.00 foot radius curve concave to the Southeast; thence Northeasterly 6.35 feet along the arc of said curve through a central angle of  $00^{\circ}27'17''$  to a point from which the radius point bears South  $05^{\circ}57'37''$  East; thence North  $05^{\circ}57'37''$  West 40.00 feet along a radial line to a point on a 240.00 foot radius curve concave to the Southeast, said point is also the point of reverse curvature of a 15.00 foot radius curve concave to the Northwest; thence Northeasterly 22.76 feet along the arc of said curve through a central angle of  $06^{\circ}55'27''$  to the point of tangency; thence North  $02^{\circ}33'04''$  West 70.09 feet to the point of curvature of a 15.00 foot radius curve concave to the Southwest; thence Northwesterly 24.31 feet along the arc of said curve through a central angle of  $92^{\circ}50'35''$  to a point from which the radius point bears South  $05^{\circ}23'39''$  East; thence North  $05^{\circ}23'39''$  West 50.00 feet along a radial line to a point on a 990.00 foot radius curve concave to the Southeast; thence Southwesterly 50.46 feet along the arc of said curve through a central angle of  $02^{\circ}53'12''$  to a point from which the radius point bears South  $06^{\circ}10'51''$  East; thence North  $06^{\circ}10'51''$  West 81.53 feet along a radial line; thence North  $12^{\circ}06'56''$  East 67.73 feet; thence North  $74^{\circ}10'40''$  West 125.00 feet; thence North  $15^{\circ}41'20''$  East 45.07 feet; thence North  $74^{\circ}10'47''$  West 117.29 feet to a point on the boundary line of Canyon View Ridge at Sunbrook, said point being the Southwest corner of Lot 32 of said Canyon View Ridge at Sunbrook; thence along the boundary line of said Canyon View Ridge at Sunbrook in the following six (6) courses: North  $63^{\circ}32'57''$  East 594.15 feet; thence North  $09^{\circ}40'00''$  East 479.14 feet; thence South  $00^{\circ}14'50''$  West 83.08 feet; thence South  $02^{\circ}15'46''$  East 300.62 feet; thence South  $16^{\circ}00'40''$  East 82.44 feet to the Point of Beginning. Santa Maria Subdivision, Phase 1 contains 14.26 Acres.

PARCEL 35  
Santa Maria Subdivision at Sunbrook, Phase 2

**LEGAL DESCRIPTION:**

**SANTA MARIA AT SUNBROOK, PHASE 2**

**EXPLANATION:** Boundary description incorporates the St. George City Horizontal Control Network bearing rotation. Rotation from record bearings to HCN bearings is  $01^{\circ}25'23''$  clockwise.

Beginning at a point South  $01^{\circ}15'47''$  West 1438.26 feet along the Section line and North  $90^{\circ}00'00''$  West 68.06 feet from the true Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence North  $22^{\circ}17'35''$  West 274.97 feet along a radial line to a point on the arc of a 600.00 foot radius curve concave to the Southeast, said point being the center line of Sunbrook Drive, an 80.00 foot wide public street; thence Northeasterly 156.80 feet along the arc of said curve through a central angle of  $14^{\circ}58'25''$  to the point of tangency; thence North  $82^{\circ}40'50''$  East 403.44 feet to the point of curvature of a 800.00 foot radius curve concave to the Southeast; thence Northeasterly 37.16 feet along the arc of said curve through a central angle of  $02^{\circ}34'40''$  to a Point from which the radius point bears South  $04^{\circ}39'30''$  East, said point being on the West boundary line of Santa Maria Subdivision at Sunbrook Phase 1, thence along a radial line South  $04^{\circ}39'30''$  East 40.00 feet to a point of curvature of a 15.00 foot radius curve concave to the Southwest from which the radius point bears South  $04^{\circ}39'30''$  East; thence Southeasterly 24.49 feet along the arc of said curve through a central angle of  $93^{\circ}31'50''$  to the point of Tangency; thence North  $88^{\circ}52'20''$  East 60.00 feet to a point of curvature of a non tangent 15.00 foot radius curve concave to the Southeast, from which the radius point bears North  $88^{\circ}26'12''$  East; thence Northeasterly 24.57 feet along the arc of said curve through a central angle of  $93^{\circ}49'48''$  to a point on the South Right-of-Way line of said Sunbrook Drive, said point being a point of compound curvature of a 760.00 foot radius curve concave to the Southwest from which the radius point bears South  $02^{\circ}16'03''$  West; thence Southeasterly 345.75 feet along the arc of said curve through a central angle of  $26^{\circ}03'57''$  to the point of reverse curvature of a 1040.00 foot radius curve concave to the Northeast, from which the radius point bears North  $28^{\circ}20'00''$  East; thence Southeasterly 183.18 feet along the arc of said curve through a central angle of  $10^{\circ}05'31''$  to a point from which the radius bears North  $18^{\circ}14'29''$  East; thence leaving said Right-of-Way line of Sunbrook Drive South  $18^{\circ}14'29''$  West 213.50 feet along a radial line; thence North  $79^{\circ}26'47''$  West 471.27 feet; thence South  $86^{\circ}36'23''$  West 548.50 feet to the Point of Beginning. Santa Maria at Sunbrook Phase 2 contains 7.217 acres.



## PARCEL 36

Crescent Pointe Townhomes at Sunbrook

Beginning at a point on the northerly right-of-way line of Sunbrook Drive, an 80.00 foot wide public street recorded January 31, 1990 as Entry Number 359997, of public records of Washington County, Utah, said point lies North  $00^{\circ}39'40''$  East 274.59 feet along the section line and North  $90^{\circ}00'00''$  West 2,028.35 feet from the east quarter corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and is on the arc of a 612.10 foot radius curve concave northerly, the radius point of which bears North  $17^{\circ}11'26''$  West, and running thence coincident with said right-of-way line in the following three (3) courses: westerly 563.00 feet along the arc of said curve through a central angle of  $52^{\circ}41'58''$  to the point of compound curvature of a 524.02 foot radius curve concave northeasterly; thence northwesterly 344.30 feet along the arc of said curve through a central angle of  $37^{\circ}38'44''$  to the point of tangency; thence North  $16^{\circ}50'44''$  West 83.23 feet; thence leaving said right-of-way line South  $86^{\circ}30'31''$  East 103.67 feet; thence South  $65^{\circ}45'46''$  East 19.82 feet to a point on the center section line of said section, said point lies South  $00^{\circ}28'31''$  West 2,008.04 feet from the north quarter corner of said section; thence along said center section line South  $00^{\circ}28'31''$  West 102.66 feet; thence leaving said center section line South  $83^{\circ}34'37''$  East 307.13 feet (307.00' deed); thence South  $52^{\circ}28'01''$  East 132.35 feet; thence South  $62^{\circ}00'23''$  East 259.38 feet; thence South  $01^{\circ}25'43''$  West 87.04 feet to a point on said right-of-way line and the point of beginning. Contains 3.647 acres.