



DECLARATION OF COVENANTS AND RESTRICTIONS
OF

FOREMASTER RIDGE PHASE V SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by FDR Development, Inc., their successors and assigns, (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property know as FOREMASTER RIDGE PHASE V SUBDIVISION, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof and any lands annexed hereto (hereinafter referred to as "Foremaster Ridge");

WHEREAS, Declarant has established a land use plan for Foremaster Ridge and desires to provide for the preservation of the values hereby established and to this end does hereby subject the real property described in Exhibit A to the land use covenants, restrictions, easements, reservations, regulations, burdens, and liens hereinafter set forth;

NOW THEREFORE in consideration of the promises and mutual covenants herein contained, Declarant hereby declares that Foremaster Ridge, to the extent now committed to this Declaration, shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, and liens hereinafter set forth.

1. DEFINITIONS

As used herein, the following terms have the indicated meanings:

1.1 "Lot Owner" shall mean and refer to the fee simple title holders of a Lot within Foremaster Ridge.

1.2 "Lot" shall mean a parcel of land designated by number as shown on and included within the Plat of FOREMASTER RIDGE PHASE V SUBDIVISION, now or hereafter filed for record by Declarant with the Washington County Recorder. "Rim Lot" shall mean a lot with a side or rear boundary facing the edge or rim of the ridge.

1.3 "Declaration" shall mean this Declaration of Covenants and Restrictions for Foremaster Ridge.

1.4 "Declarant" shall mean the FDR Development, Inc., their successors and assigns.

1.5 "Architectural Control Committee" or "Committee" shall mean the Foremaster Ridge Subdivision Architectural Control Committee.

1.6 "Foremaster Ridge" shall mean the Foremaster Ridge Phase V Subdivision, filed for record by Declarant with the Washington County Recorder.

2. GENERAL RESTRICTIONS.

2.1 Land Use and Building Type. All lots shall be used only for single family residential purposes and no professional, business or commercial use shall be made of the same, or any portion thereof, except as allowed under the City of St. George home office regulations for R1-10 zoning, as amended from time to time, nor shall any resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other owner or resident; provided, however, that the lot restrictions contained in this section shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal, business or professional telephone calls or correspondence therefrom. The only building or structure permitted to be erected, placed, or permitted to be located on any lot within the subdivision shall be a detached single family dwelling not to exceed two stories in height, with an enclosed private garage for not less than two (2) not more than four (4) automobiles, except as approved by the Architectural Control Committee. The height of the garage door header shall be limited to the height of the roof line of the house and shall not in any event exceed twelve (12) feet. No carport or other outdoor or partially enclosed parking facility shall be permitted, except as approved by the Architectural Control Committee. All construction shall be of new materials, except as approved by the Architectural Control Committee. All structures shall be construed in accordance with the zoning and building ordinances of the City of St. George, Utah, in effect from time to time. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law. The construction of any building on any portion of the property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed within twelve (12) months after such commencement.

2.2 Lot Size. Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and no person shall further subdivide any lot other than as shown on the recorded plat of said subdivision.

2.3 Minimum Area. The minimum total square footage of living area on the first level above ground and located within the area of foundation for any residential dwelling constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages, shall not be less than 2,000 square feet.

2.4 Architectural Control. No building, wall, pool, or improvement shall be commenced, erected or maintained upon any lot, nor shall any exterior addition, change or alteration, or in the event of a casualty loss, any restoration, be made to the exterior portion of

any residence, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan therefore, have been submitted to and approved in writing (as provided in Section 5 below) as to the harmony of exterior design and location in relation to surrounding structures and topography and finish grade elevations by the Architectural Control Committee. Further, no wall shall be erected, placed or altered upon any lot nearer to any street than the minimum building set back line unless similarly approved.

2.5 Building Location. No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet therefore, nor nearer than ten (10) feet to the side lot line, nor nearer than ten (10) feet to the rear lot line, except rim lots where the rear set back shall be thirty (30) feet. All of the foregoing measurements shall be made from the applicable lot line to the foundation, porch, or other extension of such building, whichever is nearer to such lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building for the purpose of determining such distance, provided, however, that this shall not be construed to permit any portion of a building, including eaves or steps, to encroach upon another lot.

2.6 Driveways. Each driveway on a lot shall be constructed out of cement, asphalt, or brick. Any driveways consisting of cinders, sand, gravel, or dirt shall not be permitted on any lot. Driveways of other materials must be approved by the Architectural Control Committee. The driveway on each lot shall be in color which blends with the exterior of the structure located on such lot.

2.7 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area for each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The title holder of each lot shall from time to time grant rights over, across, on, under or upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.

2.8 Sight Distance at Intersections. No structure, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

2.9 Landscaping. Within four (4) months after completion of construction of any home upon a lot, the owner of such lot must have substantially completed the landscaping of such lot, in accordance with a detailed landscaping plan previously approved by the Architectural Control Committee as provided in Section 5 hereof. Such landscaping shall include but shall not be limited to the preparation for and planting of lawn, grass or other appropriate ground cover, appropriate shrubbery, and planting of at least two (2) trees in the front yard. All trees planted by the Lot Owner as required herein shall be a minimum size of two inch (2") caliper measured at a point one (1) foot above ground level. No more than twenty-five percent (25%) of the landscaping shall be in the desert motif. Nothing contained herein to the contrary, Lot Owners shall comply with St. George City landscaping ordinances as amended. The planting of trees and shrubs and grass (natural or approved artificial) are encouraged and recommended. Should any Lot Owner fail to comply with the provisions of this section, the Committee shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority to complete the landscaping and require the Lot Owner to pay a reasonable amount for such completion. All attorneys' fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such Lot Owner's lot, and shall also be a personal obligations of said Lot Owner, enforceable at law, until payment therefor is made.

2.10 Dwelling Construction and Wall and Fence Restrictions. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the property:

2.10.1 Dwelling style, design, alterations and additions will conform to standards established by the Committee.

2.10.2 Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, stucco, metal or vinyl siding or other materials approved for use by the Committee, and shall be in colors and materials indigenous to the area. Specifications regarding the color, texture, finish and quality for the above will be made available by the Committee.

2.10.3 Roof materials will be limited to tile or shake, and shall be in color which blend with the exterior of the structure. No mansard roofs are allowed.

2.10.4 All storage or utility buildings must be designed and built so as to be of the same materials and appearance as the residence. All air conditioning equipment and utility pipes, etc., shall be placed as discretely as possible and covered with landscaping or permitted screening materials. Roof mounted air conditioning equipment will not be permitted.

2.10.5 Dome structures of any type are not allowed.

2.10.6 Any light used to illuminate garages, patios, parking areas or for any other purposes shall be arranged to reflect light away from adjacent residences and away from the vision of passing motorists.

2.10.7 No fences, walls or other barriers shall be allowed on any Lot without the prior written consent thereto from the Committee.

2.10.7.1 Materials: Walls shall be of brick, stone, decorative colored block, or concrete block covered with a stucco covering. The colors of the walls must blend with the exterior of the structure on the lot. All walls and colors must be approved by the Committee. No wooden, chain link wire mesh or other fence material whatsoever is permitted, except when used in conjunction with a tennis or sports court and must meet the 25 ft house setback requirement.

2.10.7.2 Height: Wall or hedges shall not exceed four (4) feet in height from sidewalk to house setback requirement.

2.10.7.3 Variations: The Architectural Control Committee shall have the discretionary authority and power to consider and grant approval of variances from the four foot height limitation specified herein for aesthetically compatible wall of the materials listed above, subject to the following limitations:

(a) No wall may be more that six (6) feet in height, except as approved by the Committee.

(b) Variances may be granted only for walls which are located either on the side lot line of the lot or on the perimeter of a patio, open porch, swimming pool or courtyard. If a wall more that four (4) feet in height is located on a side line, it may not extend beyond the front of the house.

(c) Variances may be granted only for walls which are intended to enhance the privacy of the residents of such lot.

(d) No such wall shall unreasonably interfere with the light of sight toward, or view from any neighboring lot.

(e) Garage doors, as with other elements of the structure, shall be of colors and materials which blend with the exterior and enhance the coverall appearance of the structure.

2.11 Diligence in Building. Upon initiation of site excavation for the erection of any residence or other structure, work thereon must be prosecuted diligently and any such building or structure must be completed within twelve (12) months from the date excavation commences. All Lot Owners shall properly maintain their Lots during the construction period so as to ensure that no "spoils" from construction or other debris is placed on any adjoining Lot, Common Property, or any public right-of-way. Lot Owners agree that the Declarant or the Committee shall be empowered to clean up any and all "spoils" or construction debris which is located upon any adjoining public or private property resulting from activities of a Lot Owner, his builder, or any

other persons employed or otherwise controlled by the Lot Owner. The Declarant or the Committee may record a mechanic's lien against the Lot Owner's property to secure the repayment of all sums expended in cleaning up and removing said "spoils" and debris from adjoining public or private property if the same is not voluntarily cleaned up and removed by the Lot Owner within forty-eight (48) hours of written notice from Declarant or the Committee identifying the required clean up and removal of any "spoils" of construction.

3. USE RESTRICTIONS.

Use of the Lots shall be in accordance with the following provisions, and these restriction shall be for the benefit of and enforceable by all Lot Owners.

3.1 Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of Foremaster Ridge, except that dogs, cats or other domesticated household pets may be kept in a residence constructed on a Lot, provided they are not kept, bred or maintained for commercial gain. No outside dog runs are allowed.

3.2 Nuisance. No Lot Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Lots or do or permit any noxious, offensive or hazardous activity on any Lot which will interfere with rights, comfort or convenience of other Lot Owners.

3.3 Commercial and Recreational Vehicles. No boats, trailers, buses, motor homes, campers or trucks shall be parked on any street (public or private) in Foremaster Ridge for more than twenty-four (24) hours or on any Lot, except within an enclosed garage or screened from view, unless it is a commercial vehicle in the process of being loaded or unloaded.

3.4 Litter and Garbage Collection. No Lot Owner shall sweep or throw any structure or his Lot any dirt or other materials or litter. All Owners of Rim Lots shall keep the hillside adjacent to their lot (including property not owned by the Lot Owner) free garbage, trash, refuse, and rubbish. No garbage trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lot, or below the rim of any Lot, but shall deposited in closed containers, dumpsters, or other sanitary garbage collection facilities, and proper-sized, closed containers or closed plastic bags shall be placed for pickup. Garbage that is placed for pickup shall be located near the roadway contiguous to the Lot but shall only be left outside less than twenty-four (24) hours before scheduled pickup.

3.5 Notices. No sign, advertisement, notice, lettering, or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of any structures located on any Lot. No "For Sale" or similar signs or notices of any kind shall be displayed or placed upon any part of a vacant Lot by Lot Owners other than approved by the Declarant or the Committee. Any sign approved for display shall be no larger than nine (9) square feet. However, the Declarant may display any sign which it deems, in its sole discretion, to be necessary.

3.6 Interruption of Drainage. No change in the elevation of a Lot shall be made and no

change in the condition of the soil or level of the land of a Lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other Lot.

3.7 Mining. No drilling, mining, or quarrying operations or activities of any kind shall be undertaken or permitted to be undertaken on any part of Foremaster Ridge.

3.8 Lawful Use. No immoral, improper, offensive, or unlawful use shall occur on any Lot in Foremaster Ridge and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

3.9 Temporary or Other Structures. No structures of a temporary nature, and no trailer, bus, basement, tent, shack, garage, or other out building shall be used at any time as a residence, either temporarily or permanently, nor shall any such temporary structures be erected or placed on any Lot at any time. No old or second-hand structures shall be moved onto any said Lots, it being the intention hereof that all dwelling and other buildings to be erected on said Lots within Foremaster Ridge shall be new construction of good quality, workmanship, and materials.

3.10 Antennae. No radio, television or other antennae of any kind or nature, or device for the reception or transmission of radio, microwave or similar signals, including satellite dishes (unless screened from view), shall be permitted on any Lot without the prior approval of the Committee.

3.11 Clothes Drying. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities be provided within the dwelling to be constructed on each Lot.

3.12 Weed Control. Each Lot Owner shall control the growth and proliferation of noxious weeds and other flammable materials on his Lot. After fifteen (15) days written notice, if weeds are not removed by the Lot Owner, the Declarant or the Committee may remove the weeds and charge the Lot Owner the cost thereof.

3.13 Guests. The Owners of Lots shall be fully responsible for the activities and actions of their guests, tenants, or visitors and shall take all action necessary or required to insure that all such persons fully comply with the provisions of this Declaration.

4. ARCHITECTURAL CONTROL.

4.1 Architectural Control Committee. An Architectural Control Committee consisting of two or three members shall be created by the Declarant. The Declarant may fill vacancies on the Committee and remove members thereof, at its discretion, provided, however, that when ninety percent (90%) of the Lots in said subdivision have been sold (either deeded or sold under contract of sale), upon written designation by a majority vote of those who are owners (either under contract or purchaser in fee) of Lots in said subdivision, of some person or persons whom

such owners shall desire to have made a member of the Committee, the Declarant will appoint such persons to the Committee and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointment; provided further, however, that one person designated by the Declarant shall always remain a member of the Committee if the Declarant so desires.

4.2 Functions of Committee. The function of the Committee shall be, in addition to the functions stated elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on Lots in said subdivision so that all structures shall conform to the restriction and general plans of the Declarant and of the Committee for the improvements and development of the whole subdivision. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided.

4.3 Approval by Committee. Approval by the Committee must be in writing and signed by at least two members thereof. The Committee may act by any two of its members in any authorization. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots within the subdivision conform to and harmonize with existing surrounding and structures. The Committee's approval or disapproval shall be in writing. If the Committee fails to approve or disapprove plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to have been granted.

4.4 Decisions of Committee Final. All decisions of the Committee shall be final and neither the Committee nor its designated representative shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of St. George City ordinances are the sole responsibility of the Lot Owners and/or their designer or architect. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the building or with the architectural soundness thereof.

5. ARCHITECTURAL AND STRUCTURAL CONTROL.

5.1 Approval Required: No building, fence, wall or other structure shall be commenced, erected, or maintained by any Lot Owner, nor shall any exterior addition or change or alterations therein, including a change in the building exterior paint color, be made, nor shall any improvements be made within the Lot Owner's property line until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

5.2 Architectural Guidelines. In order to promote a harmonious community development and protect the character of Foremaster Ridge, the Architectural Control Committee shall, upon recordation of the subdivision plat, adopt a set of Architectural Guidelines for the subdivision.

The provisions of the Architectural Guidelines shall be binding upon the Lot Owner in Foremaster Ridge, and are incorporated herein by reference.

5.3 Submittal of Plans. Prior to the commencement of any excavation, construction or remodeling of any structure or of any additional to any structure, there shall first be filed with the Architectural Control Committee one (1) complete set of building plans and specifications, together with a site or plot plan indicating the exact part of the building site which the improvements will cover and a detailed plan for landscaping, and no such work shall commence unless and until the Architectural Control Committee shall endorse on one set forth and the standards herein or hereafter established by said Committee pursuant hereto. Said Committee shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the landscaping plan, the harmony thereof with the surroundings, and the effect of said building or other structure so planned on the outlook from adjacent or neighboring property. The Committee shall promulgate and maintain a list of standards for guidance in approving or this approving plans and specifications pursuant to this section. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee.

6. GENERAL PROVISIONS.

6.1 Enforcement. Declarant, the Committee, or ant Lot Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declarant.

6.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

6.3 Duration: Amendment. The covenants and restrictions of this Declarant shall run with and bind the property subject hereto for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years, subject to amendment as herein set forth. This Declaration may be amended by an instrument executed by two-thirds (2/3) of the Lot Owner. Notwithstanding the above, the Declarant, its successors and/or assigns shall have the right, until December 31, 2010, to amend this Declaration.

6.4 Duty to Repair Structure. In the event a structure on a Lot is damaged, through an act of God or other casualty, the Lot Owner shall promptly cause the structure to be repaired or rebuilt substantially in accordance with the original architectural plans and specifications. Furthermore, no improvement on any Lot within Foremaster Ridge shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Lot Owner.

6.5 Easement for Enforcement. The Declarant and the Committee are granted an easement over Foremaster Ridge, subject to this Declaration, by each Lot Owner for the purpose of enforcing the provisions of this Declaration, and may go upon the Lot of each Lot Owner to remove or repair any existing cause of a violation hereof. If the Lot Owner to cure the violation fails to do so, the Declarant or the Committee shall have the right to cure such violation, and all costs incident thereto, including court costs and reasonable attorney's fees, shall become the personal obligation of the Lot Owner.

7. COMPLIANCE AND DEFAULT.

Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Declarant and of the Owner or Owners from time to time of any Lot. Each such restrictive covenant and condition shall inure to the benefit of the Declarant, and to the Owner or Owners from time to time of any Lot. Each such restrictive covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, may be enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners from time to time of any Lot; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of said Lot shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosures, at a trustee's sale, or otherwise.

Each Lot Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits hereto as they may be amended from time to time. Failure of a Lot Owner to comply with such documents and regulations shall entitle the Declarant, the Committee, and/or other Lot Owners to the following relief:

7.1 Negligence. A Lot Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees.

7.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration and all exhibits hereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees may be awarded by the court including costs and fees on appeal or certiorari.

7.3 No Waiver of Right. The failure of the Declarant, the Committee, or any Lot Owner to enforce any covenant or restriction of this Declaration shall not constitute a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the 2ND day of FEBRUARY, 2006.

DECLARANT:

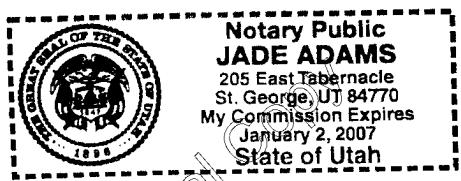
FDR DEVELOPMENT, INC.

By *Steven M. Day*
STEVEN M. DAY President

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 25th day of July, 2006, personally appeared before me Steven M. Day, who being by me duly sworn, did say that he is the President of FDR Development, Inc., and that he executed the foregoing Declaration of Covenants and Restrictions of Foremaster Ridge Phase V Subdivision on behalf of FDR Development, Inc., being duly authorized and empowered to do so by the Bylaws of FDR Development, Inc., and he did acknowledge to me that such Bylaws executed the same for the uses and purposes therein stated.

Jade Adams
NOTARY PUBLIC



Foremaster Ridge Phase 5

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 401, "FOREMASTER RIDGE PHASE 4", ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY, SAID POINT ALSO BEING LOCATED S89°22'27"E 262.37 FEET ALONG THE CENTER SECTION LINE AND S0°37'33"W 153.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N75°26'18"E 150.76 FEET ALONG SAID BOUNDARY LINE; THENCE S14°33'42"E 21.77 FEET ALONG SAID BOUNDARY LINE TO A POINT ON A 375.00 FOOT, NON-TANGENT, RADIUS CURVE TO THE RIGHT, THE RADIUS POINT BEARS S75°27'06"W, THENCE SOUTHEASTERLY 0.09 FEET ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE THROUGH A CENTRAL ANGLE OF 0°00'48"; THENCE S88°25'19"E 665.98 FEET ALONG SAID BOUNDARY LINE AND ALONG THE BOUNDARY LINE OF "FOREMASTER RIDGE PHASE 5" ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY, TO THE NORTHWEST CORNER OF LOT 129, "FOREMASTER RIDGE SUBDIVISION", ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY, AND RUNNING THENCE S1°26'17"W 1731.12 FEET ALONG SAID BOUNDARY LINE; THENCE LEAVING SAID BOUNDARY LINE S73°54'16"W 84.78 FEET; THENCE N36°00'50"W 129.10 FEET; THENCE N48°59'34"W 88.06 FEET; THENCE N46°20'04"W 70.17 FEET; THENCE N12°49'28"W 40.93 FEET; THENCE N1°13'16"E 76.02 FEET; THENCE N5°54'37"E 74.09 FEET; THENCE N13°21'51"W 162.97 FEET; THENCE N11°09'04"W 156.59 FEET; THENCE N21°10'11"W 166.92 FEET; THENCE N58°18'11"W 165.44 FEET; THENCE N63°33'21"W 223.83 FEET; THENCE N36°55'57"W 75.53 FEET; THENCE N17°55'01"W 60.43 FEET; THENCE N24°47'29"E 46.94 FEET; THENCE N10°19'58"E 15.23 FEET; THENCE N26°33'02"E 16.92 FEET; THENCE N53°09'00"E 53.88 FEET; THENCE N8°26'07"E 47.31 FEET; THENCE N4°12'52"W 139.25 FEET; THENCE N14°10'24"W 91.44 FEET; THENCE N3°35'59"W 205.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.27 ACRES.

Exhibit A

DATE: 3/9/06
BUSH AND GUDGELL INC.



JAR
JAMES A. RAINES
REGISTERED LAND SURVEYOR
UTAH LICENSE NUMBER 334569

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HERON DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS TO TO HEREAFTER KNOWN AS:

Foremaster Ridge Phase 5

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS.