



Recorded at the request of:  
Suburban Land Reserve, Inc.  
Record Against:  
Exhibits A, B and C

When Recorded mail to:  
Vial Fotheringham SG, LLP  
285 West Tabernacle, Ste. 301  
St. George, UT 84770

**AMENDMENT TO THE SECOND AMENDED AND RESTATED MASTER  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SUNBROOK COMMUNITIES**

This Amendment to Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Sunbrook Communities ("Amendment") is executed this 22 day of December, 2014, pursuant to Article 14, Section 14.4, of the Second Amended and Restated Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded in the records of the Washington County Recorder on December 30, 2011, as Entry No. 20110040063 (the "Declaration"), and was unilaterally amended by Suburban Land Reserve, Inc. ("Declarant") pursuant to Article 14, Section 14.4, of said Declaration.

Pursuant to that certain Assignment of Declarant's Rights dated December 7, 2009, and recorded December 9, 2009, as Entry No. 20090046533, in the Official Records of the Recorder of Washington County, Utah, Suburban Land Reserve, Inc., a Utah corporation, the successor-in-interest to Sun Hill Homes, L.C., a Utah limited liability company, is the Declarant under the Declaration.

Section 14.4 of the Declaration permits Declarant, so long as it has Class B membership status in the Sunbrook Master Owners Association ("Association"), to unilaterally amend the Declaration. Declarant still enjoys Class B membership status and desires to amend the Declaration as more fully set forth herein.

This Amendment has been prepared and approved in a joint effort between Declarant and the Board of Directors of the Association as evidenced by the signature of the President of the Association hereto.

This Amendment shall be binding against all of the property described in the Declaration and attached hereto as Exhibits "A", "B" and "C," and any annexation, expansion or supplement thereto.

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date").

This Amendment amends, supersedes and replaces the Sections of the Declaration set forth below:

**AMENDMENT**

**Article 1, Section 1.4, is hereby amended and now reads in its entirety:**

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 include private streets that are identified on the Plat. Common Area shall also include all land in which the Association has or acquires an easement right. All Right of Way Walls shall be maintained, repaired and replaced by the Association. Common Area maintenance obligations are provided for in Section 8.2.

**Article 1, Section 1.22, is hereby amended and now reads in its entirety:**

Section 1.22 "Unit Area" is a concept that is unique to those Neighborhoods that are planned unit developments, including but not limited to the Neighborhoods of Bridgewater, Dolce Vista, Bella Vista, The Cove, Crescent Pointe and Bellsera, and means the area located outside of the exterior walls of the Unit and on the Common Area and Limited Common Area in the vicinity of each Unit, which will include all of the area from the back of the curb of the adjacent street(s) to the border of either the Unit Area for any contiguous Unit Area(s) or the property line of any other contiguous Property Owner. The dividing line between contiguous Unit Areas will generally be half the distance between adjacent private areas. Any disputes or required clarifications regarding the exact parameters of Unit Areas will be resolved by the Board of Directors.

**Article 1, Section 1.23, is inserted and will read in its entirety:**

Section 1.23 "Right of Way Wall" is a privacy and/or retaining wall (not part of a residential structure) including concrete, masonry, and rock walls which abuts, or are within the public or private rights of way and parallels such right of way. Right of Way Walls shall be maintained, repaired or replaced by the Association. The Right of Way Walls in existence as at the date of this Amendment are depicted in the map attached hereto as Exhibit D.

**Article 1, Section 1.24, is inserted and will read in its entirety:**

Section 1.24 **"Party Wall"** is a wall located upon the Property and placed on the dividing line between the Lots or a wall which is part of contiguous Unit Areas, whether located in the Common Area or Limited Common Area and shall be maintained, repaired or replaced by the Owners who share the wall in proportion to such use.

**Article 1, Section 1.25, is inserted and will read in its entirety:**

Section 1.25 **"Private Wall"** is any other wall that is not a Right of Way Wall or a Party Wall and is located within the Lot or Unit Area. A Private Wall shall be maintained by the Owner upon who's Lot or Unit Area the Private Wall is situated.

**Article 6, Section 6.5, is heading to Section 6.5 previously stated "Bellsera Rear Fencing Guidelines" and such section heading and section are hereby amended and now reads in its entirety:**

Section 6.5. Architectural Approval. 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 building representative in accordance with the Design Guidelines as to harmonize the external design and location in relation to surrounding structures and topography.

**Article 8, Section 8.1, is hereby amended and now reads in its entirety:**

Section 8.1. Maintenance by the Owner of Unit, Lot, Unit Area. Each Owner shall be responsible for maintenance to the exterior of its Unit/structure, including without limitation, the replacement of shrubs, trees, grass and artificial turf within the Unit Owner's Unit Area or Lot, any Private Walls, a proportionate share of Party Walls, downspouts, driveways, and walkways on the Lot or within the Unit Area and any walkway or sidewalk adjacent to the Lot or Unit Area and along any road or street, public or private. The Directors shall, however, in the default of the Owner to perform maintenance which is the Owners' responsibility, and a majority vote of the Directors, 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 such Unit. The cost of such maintenance shall be assessed against the Lot and/or Unit.

**Article 8, Section 8.2, is hereby amended and now reads in its entirety:**

Section 8.2 Maintenance by Association. The Association shall be responsible for maintaining, not replacing or reconstructing, the front, side and rear yards of every individual Unit, including routine maintenance of lawn and garden and weeding and mowing. Owners shall replace all plants and landscaping features and repair all irrigation systems, unless damage to the foregoing is caused by the Association. The costs of such maintenance and weeding shall be

assessed to each Owner per unit equally and shall be collected as provided in ARTICLE 4 above. In addition, the Association shall be responsible for maintenance upon the Common Area, and Limited Common Area that is not adjacent to any Lot, and the area of any Lot outside the walls of the Unit that is of the same character as surrounding Common Area or Limited Common Area. Further, the Association shall be responsible for maintenance of all Right of Way Walls. The cost of such maintenance shall be common expense, unless damage to such walls has been caused in any way by an Owner, in which case such repair would be the responsibility of that Owner. The Association shall be responsible to hire a landscape service to care for and maintain the landscaping in the Project as determined by the Board of Directors. Notwithstanding the foregoing, the Association shall not be responsible to maintain or upkeep improvements installed by the Owner, including without limitation, patios, awnings, fountains, fish ponds, swimming pools, hot tubs, or any other structure or fixture.

**Article 8.5 Party Walls (new), is hereby added as set forth below:**

Section 8.5 Party Walls.

- (a) **General Rules of Law to Apply.** Each wall located upon the Property and placed on the dividing line between the Lots or which is part of the Unit Area, whether located in the Common Area or Limited Common Area, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) **Sharing of Repair and Maintenance.** The cost of repair, reconstruction, and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Owner who has used the wall shall restore it, and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (e) **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Section, any Owner may request a hearing and determination before the Board of Directors. The decision of the Directors shall be final and may be enforced in a court of competent jurisdiction.

(f) Association Right to Maintain. The Directors may, however, in the default of the Owners to undertake and complete their obligations under this Section in a reasonable period of time, as determined by the Directors, and after ten (10) days written notice (which notice shall not be required in the event of an emergency or threat to life, health, property or safety), provide the maintenance, repair or reconstruction work and the cost of such shall be assessed against the Lots and/or Units to which the party wall appertains.

**Article 9, Section 9.7, is hereby amended and now reads in its entirety:**

**Section 9.7. Parking.** Any inoperable motor vehicle parked in an area visible from any street or any vehicle which remains parked on any street in the Project for a continuous period of over 72 hours shall be subject to removal by the Association, at the vehicle owner's expense. Parking of boats, trailers, off-road motorcycles, motor homes, campers or other recreational vehicles or equipment (collectively "recreational vehicle") is prohibited, except for loading and unloading purposes. Such parking for loading and unloading purposes shall only be allowed in an Owner's driveway leading to the Owner's garage or on the street directly in front of the Owner's Unit. Furthermore, any such parking for loading and unloading purposes for a recreational vehicle shall only be for a maximum of twenty-four (24) hours in any seven (7) day period.

Any expense incurred by the Association in connection with the removal of any vehicle shall be paid to the Association by the owner of the vehicle upon demand by the Association. Any such expense to be paid to the Association shall be in addition to any fines levied pursuant to Section 14.1 of this Declaration. If the vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Unit and/or Lot and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments.

Parking within the Properties are 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.

The Association may tow any vehicle or recreational vehicle in violation of this Section at the expense of the owner of the vehicle or recreational vehicle.

**Article 9, Section 9.14, is hereby amended and now reads in its entirety:**

**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 Utah law, all as amended from time to time, 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 Directors of the same within thirty (30) days thereafter.

No Lot or Unit shall be leased for transient purposes. A lease for a period of less than twelve (12) months shall be deemed a lease for transient purposes. No Owner shall lease less than his entire Lot or Unit. Leasing is for single family use only. Subletting is prohibited.

No Owner may designate a family member, friend or invitee as either an Owner or a tenant in order to avoid the intent of this provision.

An Owner who leases his Lot or Unit delegates the use of the Common Area to his tenant and the Owner shall not use the Common Area facilities until said lease expires and the Lot or Unit is no longer being leased.

If an Owner who is leasing his Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board of Directors, upon compliance with this section, may demand that the Owner's tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. The exercise of this section shall be conducted in accordance with the requirements of the Community Association Act, and as follows:

(a) The Board of Directors shall provide written notice to the Owner of its intent to demand full payment from the Owner's tenant under this section. The written notice shall: (i) provide notice that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the assessment is received within twenty (20) days of the date the notice is sent; (ii) state the amount of the assessment due, including any interest or late payment fee; and (iii) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; (iv) provide the requirements and rights described in § 57-8a-310 of the Community Association Act.

(b) If Owner fails to pay the assessment due by the date specified in the notice, the Board of Directors may deliver written notice to the tenant that demands future lease payments due from the to the Owner be paid directly to the Association. The notice to the tenant shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board of Directors to collect all lease payments due from the tenant; (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this section will not constitute a default under the terms of the tenant's lease agreement with the Owner. A copy of this notice shall be mailed to the Owner. The Association may not initiate action against a tenant who makes payments under this section.

(c) All funds paid to the Association pursuant to this section shall be (i) deposited in a separate account, and disbursed to the Association, until the assessment due, together with any cost of administration, which cost may not exceed \$25, is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.

(d) Within five (5) business days after payment in full of the assessment, including any interest or late payment fee, the Board of Directors shall notify the tenant in writing that future lease payments are no longer due to the Association. The Board of Directors shall mail a copy of this notification to the Owner.

**Article 9, Section 9.16, is hereby amended and now reads in its entirety:**

Section 9.16. Timeshare, Interval Ownership and Interval Use, Prohibited. No Owner shall offer or sell any interest in his Unit under a "timesharing" or "interval ownership" plan, or any similar plan. No Owner shall be able to allow his Unit to be used under an interval use plan by non-owners, including guests, invitees, managers, employees or agents of the Owner. The prohibition in the preceding sentence includes, but is not limited to, corporations, limited liability companies, partnership or other profit or non-profit organizations; however, it shall not be a violation for owners or shareholders to use the Unit on an interval use basis.

**Article 14, Section 14.1, is hereby amended and now reads in its entirety:**

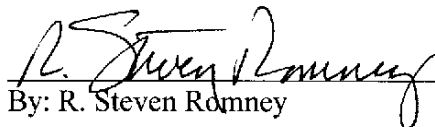
Section 14.1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any Rule of the Association, 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 or Regulation 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 or Regulation, the party against whom enforcement is sought shall pay to the Association or enforcing Owner reasonable attorney fees.

Before assessing a fine, the Board shall notify the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not remedied within 48 hours, unless the Board determines a longer period under the particular circumstances. A fine shall be in the amount specifically provided for in the Association's governing documents for that specific type of violation or in an amount commensurate with the nature (unless limited by Utah law) of the violation and shall accrue interest and late fees in the same amount and manner as assessments. Unpaid fines may be collected as an unpaid assessment. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within fifteen (15) days from the date the fine is assessed. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

*(Signatures on Following Page)*

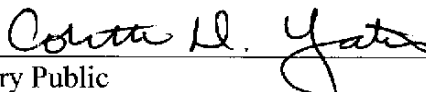
IN WITNESS WHEREOF Declarant hereby affirms the Declaration as amended hereby  
as of this 22<sup>nd</sup> day of December, 2014.

Declarant: SUBURBAN LAND RESERVE, INC.  
a Utah corporation

  
By: R. Steven Romney

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 22<sup>nd</sup> day of December, 2014, before me personally appeared R. Steven Romney whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the president of SUBURBAN LAND RESERVE, INC., a Utah Corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.

  
Notary Public



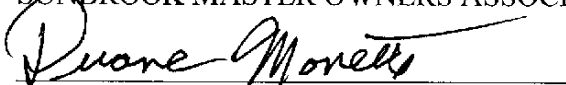
(Acceptance by the Association on the next page.)



ACCEPTANCE BY THE ASSOCIATION

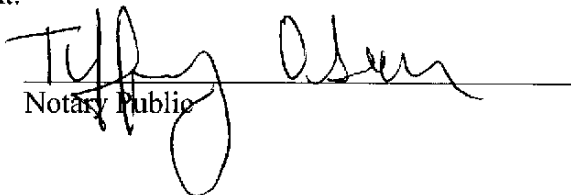
THIS AMENDMENT was prepared through the joint efforts of the Declarant and the Association. The Board of Directors voted to approve the final draft of this Amendment and specifically approved the Declarant's exercise of its powers in signing and effectuating the changes contained in this Amendment.

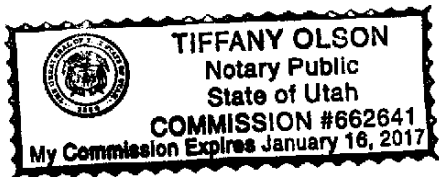
SUNBROOK MASTER OWNERS ASSOCIATION:

  
By: Duane Monette, President  
Board of Directors

STATE OF UTAH            )  
                                      : ss.  
County of Washington    )

On this 16 day of December, 2014, before me personally appeared Duane Monette, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the president of Sunbrook Master Owners Association, and that the foregoing document was signed by him on behalf of said Association in his capacity as President.

  
Notary Public



**EXHIBIT A**

(Tax Parcel Numbers)

**The French Quarter at Sunbrook, Tax Parcels: SG-FQS-1 through 26;**

**Santa Maria Subdivision, at Sunbrook, Phase 1, Tax Parcels: SG-SMSB-1-1 through 1-9; 1-27 through 1-53; 1-55 through 1-63;**

**Santa Maria Subdivision at Sunbrook, Phase 2, Tax Parcels: SG-SMSB-2-64 through 2-89-B; 2-69-B;**

**Santa Maria Subdivision at Sunbrook Phase 3, Tax Parcels: SG-SMSB-3-10 through 3-26; 3-54;**

**Proposed Santa Maria at Sunbrook Phase 4, Tax Parcels: SG-SMSB-4-90 through 4-107;**

**Bellserra Townhomes at Sunbrook Phase 1, Tax Parcels: SG-BLTS-1-1 through 1-18; and 1-49 through 1-56;**

**Bellserra Townhomes at Sunbrook Phase 2, Tax Parcels: SG-BLTS-2-19 through 2-31;**

**Bellserra Townhomes at Sunbrook Phase 3, Tax Parcels: SG-BLTS-3-32 through 3-48; 3-57 through 3-68;**

**Bridgewater Townhomes at Sunbrook, Tax Parcels: SG-BTSB-1 through 39;**

**Crescent Pointe Townhomes at Sunbrook, Tax Parcels: SG-CPTS-1 through 3; 5 through 16;**

**Canyon View Ridge Subdivision at Sunbrook Phase 1, Tax Parcels: SG-CVRS-1.1 through 1.53;**

**Canyon View Ridge Subdivision at Sunbrook Phase 2, Tax Parcels: SG-CVRS-1-7 – 1-11; SG-CVRS-1-13; SG-CVRS - 1-15; SG-CVRS 1-18- 1-23; SG-CVRS 1-25 – 1-28; SG-CVRS; SG-CVRS – 1-30 – 1-40; SG-CVRS 1-43-1-59;**

**Canyon View Ridge Subdivision at Sunbrook Phase 3, Tax Parcels: SG-CVRS-3-61 through 3-69;**

**Lots 1 and 3 Sunbrook Centre at Sunbrook, Tax Parcels: SG-SCAS-1; SG-SCAS- 3;**

**The Pointe at Sunbrook, Phase 1, Tax Parcels: SG-PAS 1-1 through 1-17;**

**The Pointe at Sunbrook, Phase 2, Tax Parcels: SG-PAS-2-18 through 2-32;**

**Dolce Vista at Sunbrook Phase 1, Tax Parcels: SG-DVS-1-1 through 1-39;**

**Bella Vista at Sunbrook, Tax Parcels: SG-BVS-1 through 12; and**

**The Cove at Sunbrook, Tax Parcels: SG-CSB-101 through 150**

**The following Tax Parcels numbers are for property shown on Exhibit C: SG-6-2-21-2210, SG-6-2-28-11210, SG-6-2-28-113, SG-6-2-26-3411, SG-6-2-34-10121, SG-6-2-28-115, SG-6-2-27-425, SG-6-2-27-426, SG-6-2-27-231, SG-6-2-27-232, SG-6-2-27-233, SG-6-2-28-212, SG-6-2-27-332, SG-6-2-34-1015, SG-6-2-27-41610, SG-6-2-22-3341, , SG-6-2-28-116, SG-6-2-28-117, SG-6-2-22-347 and SG-6-2-27-232**

**EXHIBIT B**

(Legal Description of the Properties)

That certain real property located in Washington County, Utah, specifically described as follows:

**All property** located within the following subdivision plats:

1. **The French Quarter at Sunbrook**, according to the Official Plat thereof, filed, April 24, 1997, as Document No. 00563916, in Book 1094, Page 0538, Map #1356, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

2. **Santa Maria Subdivision, at Sunbrook, Phase 1**, according to the Official Plat thereof, filed January 6, 1998, as Document No. 00587470, in Book 1165, Page 0355, Map #1425, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

3. **Santa Maria Subdivision at Sunbrook, Phase 2**, according to the Official Plat thereof, filed August 3, 1999, as Document No. 00657007, in Book 1342, Page 1076, Map #1604, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

4. **Santa Maria Subdivision at Sunbrook Phase 3**, according to the Official Plat thereof, filed February 4, 2004, as Document No. 00863559, in Book 1613, Page 1508, Map #2124, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

5. **Santa Maria at Sunbrook Phase 4**, according to the Official Plat thereof, filed August 27, 2010, as Document No. 20100028534 on file in the Office of the Recorder of Washington County, State of Utah;

6. **Bellsera Townhomes at Sunbrook Phase 1**, according to the Official Plat thereof, filed July 20, 2001, as Document No. 00728719, in Book 1418, Page 1332, Map #1810, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

7. **Bellsera Townhomes at Sunbrook Phase 2**, according to the Official Plat thereof, filed August 1, 2002, as Document No. 00775455, in Book 1478, Page 2089, Map #1928, File 10, on file in the Office of the Recorder of Washington County, State of Utah;

8. **Bellsera Townhomes at Sunbrook Phase 3**, according to the Official Plat thereof, filed October 3, 2003, as Document No. 043719, in Book 1586, Page 2372, Map #2083, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

9. **Bridgewater Townhomes at Sunbrook**, according to the Official Plat thereof, filed January 13, 1998, as Document No. 00581111, in Book 1167, Page 0537, Map #1430, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

10. **Crescent Pointe Townhomes at Sunbrook**, according to the Official Plat thereof, filed January 29, 2003, as Document No. 00801252, in Book 1518, Page 2156, Map #1981, File 10, on file in the Office of the Recorder of Washington County, State of Utah;

11. **Canyon View Ridge Subdivision at Sunbrook Phase 1**, according to the Official Plat thereof, filed October 17, 1994, as Document No. 00481477, in Book 0857, Page 0618, Map #982, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

**Less and Excepting** Lots 1-6, 12, 14, 16, 17, and 29 Canyon View Ridge Subdivision at Sunbrook Phase 1, see the recording information above.

12. **Canyon View Ridge Subdivision at Sunbrook Phase 2**, according to the Official Plat thereof, filed April 24, 1997, as Document No. 00563914, in Book 1094, Page 0535, Map #1355, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

**Less and Excepting Lot 60**, Canyon View Ridge Subdivision at Sunbrook Phase 2, see the recording information above.

14. **Canyon View Ridge Subdivision at Sunbrook Phase 3**, according to the Official Plat thereof, filed April 24, 1998, as Document No. 00600265, in Book 1205, Page 0632, Map #1478, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

15. **Lots 1 and 3 Sunbrook Centre at Sunbrook**, according to the Official Plat thereof, filed December 18, 1998, as Document No. 00629204, in Book 1393, Page 0645, Map #1551, File 9, on file in the Office of the Recorder of Washington County, State of Utah; together with that certain Quitclaim Deed recorded November 16, 2011, as Document No. 20110035018, on file in the Office of the Recorder of Washington County, State of Utah;

16. **The Pointe at Sunbrook, Phase 1**, according to the Official Plat thereof, filed May 28, 2004, as Document No. 00881869, in Book 1641, Page 2641, Map #2172, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

17. **The Pointe at Sunbrook, Phase 2**, according to the Official Plat thereof, filed August 15, 2006, as Document No. 20060036829, Map #2603, File 12, on file in the Office of the Recorder of Washington County, State of Utah;

18. **Dolce Vista at Sunbrook Phase 1**, according to the Official Plat thereof, filed October 7, 2005, as Document No. 00976715, in Book 1799, Page 2119, Map #2404, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

19. **Bella Vista at Sunbrook**, according to the Official Plat thereof, filed May 4, 2006, as Document No. 20060018099, Map #2538, File 1, on file in the Office of the Recorder of Washington County, State of Utah;

20. **The Cove at Sunbrook**, according to the Official Plat thereof, filed August 16, 2007, as Document No. 20070041328, May #2779, File 12, on file in the Office of the Recorder of Washington County, State of Utah.

**EXHIBIT C**

(Legal Description of the Expansion Properties)

Note: Parcels numbered as such for reference purposes only:

PARCEL 1: (SLR)



October 8, 2010  
Revised November 1, 2010  
Revised March 23, 2011

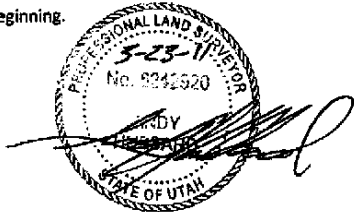
SUNBROOK

SHEET 18 REMAINING PARCEL 15 INCLUDING CART PATH AREA FROM ST. GEORGE (portions of SG-6-2-27-212 & SG-6-2-27-234)

A part of the East Half of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Sunbrook Drive said point is the Northwestern corner of Bella Terrazza @ Sunbrook Amended and Extended, a condominium project in St. George City, Washington County, Utah; said point being 2414.73 feet South 0°28'23" West along the Quarter Section line and 847.26 feet South 89°31'37" East from the North Quarter Corner of said Section, and running thence Eight (8) courses along the Westerly and Southerly line of said Bella Terrazza @ Sunbrook Amended and Extended as follows: South 34°09'48" East 182.48 feet; Southwesterly along the arc of a 218.50 foot radius curve to the left a distance of 135.47 feet (Long Chord bears South 36°36'31" West 133.31 feet); South 46°29'35" East 39.24 feet; South 22°20'42" West 22.07 feet; South 2°50'00" East 37.08 feet; South 71°51'07" East 76.62 feet; North 67°34'00" East 109.43 feet and North 89°08'13" East 159.44 feet to the West right of way line of Luce Del Sol Drive; thence Six (6) courses along said West right of way line as follows: Southerly along the arc of a 565.00 foot radius curve to the left a distance of 4.49 feet (Long Chord bears South 2°20'30" West 4.49 feet) to a point of reverse curvature; Southwesterly along the arc of a 20.00 foot radius curve to the right a distance of 29.99 feet (Long Chord bears South 45°04'41" West 27.26 feet); South 1°57'13" East 43.00 feet; thence Southeasterly along the arc of a 20.00 foot radius curve to the right a distance of 30.00 feet (Long Chord bears South 48°59'08" East 27.26 feet) to a point of reverse curvature; Southerly along the arc of a 565.00 foot radius curve to the left a distance of 40.62 feet (Long Chord bears South 8°04'53" East 40.61 feet) to a point of reverse curvature; and Southerly along the arc of a 285.00 foot radius curve to the right a distance of 50.18 feet (Long Chord bears South 5°05'49" East 50.02 feet); thence North 88°33'45" West 16.94 feet; thence North 88°34'32" West 104.70 feet; thence South 36°10'03" West 150.90 feet; thence South 11°14'37" West 255.00 feet; thence South 76°39'25" West 293.20 feet; thence South 18°13'22" West 166.09 feet; thence South 75°58'17" West 113.52 feet; thence South 47°09'03" West 22.63 feet to the Northerly line of Parcel SG-6-2-27-232 (Washington County Records); thence North 24°52'49" West 176.17 feet along said Northerly line; thence North 20°07'24" East 30.43 feet; thence North 15°36'34" East 155.06 feet; thence North 18°19'05" East 423.25 feet; thence North 16°59'36" East 158.00 feet; thence North 26°19'18" East 216.09 feet to said Southerly right of way line of Sunbrook Drive; thence Northeasterly along the arc of a 692.10 foot radius curve to the left a distance of 99.74 feet (Long Chord bears North 59°57'20" East 99.65 feet) to the point of beginning.

Contains 12.683 Acres



PARCEL 2 (PRI):



October 8, 2010  
Revised March 23, 2011

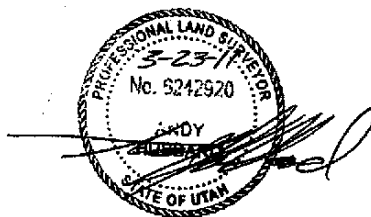
SUNBROOK

SHEET 18 PARCEL 13 INCLUDING CART PATH FROM ST. GEORGE (Portions of SG-6-2-27-212 & SG-6-2-27-232)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 16 West,  
Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Quarter Section line said point being 4139.40 feet  
South 0°28'23" West along the Quarter Section line from the North Quarter Corner of said Section and  
running thence Northeasterly along the arc of a 52.50 foot radius curve to the right a distance of  
45.85 feet (Long Chord bears North 25°29'36" East 44.41 feet); thence North 50°29'26" East 95.62 feet;  
thence South 5°21'54" East 173.66 feet; thence North 81°45'57" East 188.56 feet; thence  
North 10°56'53" East 314.33 feet; thence North 7°29'54" East 283.59 feet; thence North 15°36'39" East  
206.14 feet; thence South 24°52'49" East 176.17 feet; thence South 32°10'48" West 18.12 feet; thence  
South 15°27'43" West 111.32 feet; thence South 0°35'27" East 142.09 feet; thence  
South 20°37'47" West 94.24 feet; thence South 39°03'16" East 565.32 feet; thence South 26°28'17" East  
173.12 feet; thence south 6°45'33" East 147.50 feet; thence South 64°39'30" West 126.56 feet; thence  
North 83°36'47" West 555.05 feet; thence South 61°55'33" West 92.11 feet; thence  
North 38°05'06" West 120.00 feet; thence North 27°34'27" West 126.42 feet; thence  
Northwesterly along the arc of a 210.17 foot radius curve to the right a distance of 102.88 feet (Long  
Chord bears North 13°33'02" West 101.86 feet) to said Quarter Section line; thence North 0°28'23" East  
240.07 feet along said Quarter Section line to the point of beginning.

Contains 11.744 acres



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, 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 (South 89°43'45" East per survey) 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°09'37" East 1096.83 feet along the Section line from the true Northwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 89°56'57" West 221.80 feet; thence South 00°09'37" East 178.93 feet to the 1/16 line of Section 28, said Township and Range; thence North 89°56'57" West 616.96 feet along said 1/16 line; thence North 00°03'03" East 588.49 feet; thence South 89°52'07" East 136.03 feet; thence South 54°46'25" East 466.65 feet; thence North 66°19'28" East 723.89 feet; thence North 86°31'13" East 320.33 feet; thence North 69°05'15" East 295.54 feet; thence South 02°15'46" East 760.43 feet to the 1/16 line of Section 27, said Township and Range; thence South 89°45'06" West 967.72 feet to the West line of Section 27, thence North 00°09'37" West, 207.59 feet along said Section line of the point of beginning.

PARCEL 7:

Beginning at a point North 00°09'37" West 1074.93 feet along the Section line and North 90°00'00" East 2048.25 feet from the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and 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 (South 00°57'03" East per survey) 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:

Beginning at the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 89°58'26" West 221.80 feet along the Center Section Line; thence North 00°09'37" West 1315.09 feet; thence South 89°56'57" East 221.80 feet to the West line of said Section 27; thence South 00°09'37" East 10.62 feet along said Section line to the 1/16 corner; thence North 89°45'06" East 1001.95 feet along the 1/16 line; thence North 48°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°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°05'18"; thence South 61°43'49" East 267.16 feet; thence departing Sunbrook Drive along the Sunbrook Golf Course Boundary as follows: South 85°39'24" West 396.93 feet; thence North 80°52'11" West 850.78 feet; thence South 85°10'58" West 480.23 feet to the West Section Line of said Section 27; thence South 00°09'37" East 105.00 feet along said section line; thence South 47°44'48" East 544.79 feet; thence South 81°02'40" East 1113.58 feet; thence North 66°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°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°07'08"; thence South 18°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°33'45"; thence South 68°16'43" West 4.87 feet; thence South 21°43'17" East 50.00 feet; thence North 68°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°26'26" to a point of reverse curvature of 604.02 foot radius curve, the radius point of which bears South 63°43'09" West; thence curving to the left 240.25 feet along the arc of said curve through a central angle of 22°47'22" to a point on the Center Section Line; thence departing said Sunbrook Drive South 00°57'03" East 1110.53 feet along said Center Section Line; thence South 89°50'58" West 2392.13 feet to the West line of said Section 27; thence North 00°04'17" West 851.02 feet to the point of beginning.

PARCEL 11:

Beginning at a point on the West Right-of-Way Line of Dixie Downs Road, said point being North 0°46'03" West along section line 641.95 feet and North 90°00'00" East 30.35 feet from the East Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 53°49'31" West 37.80 feet to the East line of said Section 27; thence North 0°46'03" West along said section line 330.66 feet; thence South 82°46'03" East 180.10 feet to the West Right-of-Way Line of Dixie Downs Road; thence South 23°31'06" West along said West Right-of-Way Line 360.19 feet to the point of beginning.

PARCEL 12:

Beginning at the South Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 89°59'34" East 242.77 feet along the Section line to the North Quarter 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 Quarter Corner of said Section 27 and the point of beginning.

LESS AND EXCEPTING any portion lying within Luce Del Sol Drive, a dedicated Street.

ALSO LESS AND EXCEPT any portion lying within Highlands at Green Valley, Phase I, according to the official Plat thereof.

PARCEL 13:

Beginning at a point North 00°57'03" West 1152.37 feet along the North-South Center Section Line and North 89°02'57" East 10.00 feet from the South Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point is on the Sunbrook Golf Course boundary line; and running thence along said Golf Course boundary line as follows: South 00°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°02'57" to the point of tangency; thence south 29°00'00" East 126.39 feet; thence South 39°33'54" East 120.00 feet; thence North 60°30'00" East 82.00 feet; thence South 85°02'20" East 555.05 feet; thence North 63°13'57" East 126.56 feet; thence North 08°11'06" West 147.50 feet; thence North 27°53'50" West 173.12 feet; thence North 40°28'49" West 565.32 feet; thence North 19°12'14" East 94.24 feet; thence North 02°01'00" West 142.09 feet; thence North 14°02'10" East 111.32 feet; thence North 30°45'15" East 18.12 feet; thence North 26°18'22" West 176.17 feet; thence South 14°11'06" West 206.14 feet; thence South 06°04'21" West 283.59 feet; thence South 09°31'20" West 314.33 feet; thence South 80°20'24" West 190.70 feet; thence North 06°47'20" West 163.53 feet; thence South 49°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°01'03" to the point of tangency and the point of beginning.



PARCEL 14:

Beginning at a point on the North-South Center Section Line North 00°57'03" West 1152.37 feet from the South Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along said North-South Center Section Line North 00°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°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°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°04'49" East; thence Southeasterly 247.75 feet along the arc of said curve through a central angle of 20°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°34'13" West; thence Easterly and Southerly 37.53 feet along the arc of said curve through a central angle of 86°00'06"; thence South 80°25'41" East 50.00 feet to the point of curvature of a 25.00 foot 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°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°34'25" East; thence Northeasterly 156.92 feet along the arc of said curve through a central angle of 12°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°17'37" West 848.13 feet; thence South 05°09'26" West 556.25 feet; thence South 06°47'20" East 205.06 feet; thence South 49°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°01'03" to the North-South Center Section line and the point of beginning.

PARCEL 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 Quarter Corner of Section 27, Township 42 South, Range 16 West, 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.

LESS AND EXCEPTING any portion lying within Sunbrook Drive and Luce Del Sol, dedicated public streets.

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 (NORTHEAST per survey) Corner of Section 28 common also to Section 27, Township 42 South, Range 16 West, 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.

PARCEL 30:

Beginning at a point South 00°09'37" East 1275.55 feet along the section line and South 90°00'00" West 221.80 feet from the Northeast corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence South 00°09'37" East 670.14 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South 81°59'03" West, said point being also on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence Northwesterly 612.80 feet along the arc of said curve and said proposed centerline through a central angle of 47°26'51" to the point of tangency; thence continuing along said proposed centerline North 55°27'48" West 289.69 feet; thence leaving said proposed centerline South 89°56'57" East 550.00 feet to the point of beginning.

PARCEL 31:

Beginning at a point South 00°04'17" East 851.02 feet along the section line and South 89°50'58" East 977.22 feet from the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence leaving said centerline North 89°50'58" East 1414.90 feet to the sixteenth line; thence south 00°57'03" East 1665.55 feet along said sixteenth line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 39°58'05" East, said point also being on the centerline of said proposed Plantation Drive; thence Northwesterly 702.91 feet along the arc of said curve and said proposed centerline through a central angle of 32°13'08" to the point of reverse curvature of a 1000.00 foot radius curve concave to the Southwest, the radius point of which bears South 77°11'13" West; thence Northwesterly 561.96 feet along the arc of said curve and said proposed centerline through a central angle of 32°11'52" to the point of tangency; thence continuing along said proposed centerline North 50°00'38" West 973.68 feet to the point of beginning.

PARCEL 32:

Beginning at the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along the section line South 89°31'30" East 819.51 feet; thence leaving said Section line South 10°57'13" East 307.70 feet to a point on the proposed centerline of a proposed 66.00 foot wide public street; thence along said proposed centerline South 23°27'06" West 303.24 feet to a point on the proposed centerline of Plantations Drive, a proposed 80.00 foot wide public street; thence along said proposed centerline North 51°12'26" West 720.12 feet to the point of curvature of a 1000.00 foot radius curve concave to the Southwest; thence Northwesterly 222.34 feet along the arc of said curve and said proposed centerline through a center angle of 12°44'20" to the point of reverse curvature of a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 26°03'14" East; thence Northwesterly 37.45 feet along the arc of said curve and said proposed centerline through a central angle of 01°43'00" to a point on the Section line; thence along said section line South 89°59'34" East 24.69 feet to the point of beginning.

PARCEL 33:

Beginning at a point South 89°31'30" East 819.51 feet along the section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along said Section line South 89°31'30" East 188.84 feet to a point on the proposed centerline of a proposed 66.00 foot wide public street; thence along said proposed centerline South 23°27'06" West 327.58 feet; thence leaving said proposed centerline North 10°57'13" West 307.70 feet to the point of beginning.

PARCEL 34:

Beginning at a point which is North 1315.00 feet from the Southeast Corner of the Northeast Quarter (NE¼) of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian for the point of beginning; thence North 197.00 feet; thence West 221.80 feet; thence South 197.00 feet; thence East 221.80 feet to the point of beginning.

LESS AND EXCEPTING any of the following described Parcels C through R, lying within the above described PARCELS No.'s 3, 4, 7, 8, 11, 12, 13, 14, 16, 21, 30, 31, 32, 33, and 34.

PARCEL C:

Beginning at the East Quarter Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along the section line North 89°58'26" West 221.80 feet; thence leaving said section line North 00°09'37" West 663.03 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South 81°59'03" West, said point also being on the centerline of proposed Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 7.43 feet along the arc of said curve and said proposed centerline through a central angle of 00°34'30" to the point of tangency; thence continuing along said proposed centerline South 07°26'27" East 114.74 feet to the point of curvature of a 1150.00 foot radius curve concave to the Northeast; thence Southeasterly 854.43 feet along the arc of said curve and said proposed centerline through a central angle of 42°34'12" to the point of tangency; thence continuing along said proposed centerline South 50°00'38" East 1024.33 feet; thence leaving said proposed centerline South 89°50'58" West 977.22 feet to a point on the section line; thence along said section line North 00°04'17" West 851.02 feet to the point of beginning.

ALSO; beginning at a point South 89°59'34" West 24.69 feet along the section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence south 89°59'34" West 218.08 feet along said section line to the South Quarter Corner of Section 27; thence North 00°57'03" West 148.07 feet along the Center Section Line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius Point of which bears North 39°58'05" East, said point also being on the proposed centerline of Plantations Drive, an 80.00 foot wide proposed public street; thence Southeasterly 266.11 feet along the arc of said curve and said proposed centerline through a central angle of 12°11'51" to the point of beginning.

PARCEL E:

All of SANTA MARIA SUBDIVISION, AT SUNBROOK, PHASES 1, 2 and 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL F:

All of BELLSERA TOWNHOMES at SUNBROOK - PHASES 1, 2 and 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL H:

All of CRESCENT POINTE TOWNHOMES AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL I:

All of CANYON VIEW RIDGE SUBDIVISION AT SUNBROOK, PHASES 1, 2 and 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL J:

All of SUNBROOK CENTRE AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL L:

All of DOLCE VISTA AT SUNBROOK PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL N:

All of THE POINTE AT SUNBROOK PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL O:

All of THE COVE AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL Q:

Beginning at a point North 35°04'22" East 91.11 feet from the West corner of Lot 66, CANYON VIEW

SUBDIVISION AT SUNBROOK PHASE 3 as recorded at the Washington County Recorder's Office, State of Utah, recorded number 600265, said point being the Northwest corner of Lot 66 of said CANYON VIEW SUBDIVISION; thence North 35°04'22" East 61.71 feet; thence North 54°26'15" East 21.55 feet; thence South 35°33'45" East 78.01 feet to the Northwest corner of Lot 67 of said CANYON VIEW SUBDIVISION; thence North 89°45'23" West 98.36 feet to the point of beginning.

PARCEL R:

All of SANTA MARIA AT SUNBROOK PHASE 4, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL 48A:

Access Easement and rights incidental thereto, as created by Access Easement, recorded May 26, 2009, as Doc. No. 20090020227, Official Washington County Records.

*All Descriptions Ck By JJB/JRJ 03 December 2009*

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, 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 (South 37°07'28" East per survey) 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°36'47" 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.

PARCEL 20A:

Beginning at the West Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence running North 88°35'03" East, 287.79 feet; thence North 72°10'03" East, 44.98 feet; thence South 45°03'27" East, 122.64 feet; thence South 61°53'16" East, 45.32 feet; thence North 90°00'00" East, 23.13 feet; thence South 14°23'15" East, 284.14 feet; thence North 90°00'00" West, 340.69 feet; thence North 30°08'13" West, 418.96 feet to the point of beginning.

PARCEL 20B:

Beginning at a point South 30°08'13" East, 418.96 feet from the West Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence North 90°00'00" East, 340.69 feet; thence South 14°23'15" East, 47.25 feet; thence South 8°55'08" East, 618.61 feet; thence North 81°28'37" West, 157.47 feet; thence North 00°08'13" West, 130.08 feet; thence North 30°08'13" West, 582.18 feet to the point of beginning.

LESS AND EXCEPTING any of the following described Parcels K, M, N and P, lying within the above described PARCELS Nos. 15, 19, 20 A, and 20B.

PARCEL K:

All of THE POINTE AT SUNBROOK, PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL M:

All of BELLA VISTA AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL N:

141215 CCR Amendment to the Second Final w Legals

All of THE POINTE AT SUNBROOK PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL P:

All of BELLA TERRAZZA @ SUNBROOK AMENDED AND EXTENDED, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

PARCEL 51:

Beginning at a point South 30°08'13" East 1001.14 feet and South 00°08'13" East 130.08 feet from the West 1/4 Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, thence South 81°28'37" East 157.47 feet, thence North 89°51'47" East 133.46 feet, thence South 25°38'13" East 451.44 feet, thence South 65°21'47" West 69.92 feet, thence North 37°07'28" West 179.80 feet, thence South 62°35'47" West 253.29 feet, thence North 55°08'13" West 105.65 feet, thence North 00°08'13" West 371.99 feet to the point of beginning.

LESS AND EXCEPTING that portion lying within "THE POINTE AT SUNBROOK PHASE 1" and "THE POINTE AT SUNBROOK PHASE 2".

PARCEL 52:

Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 42 South, Range 16 West Salt Lake Base & Meridian, said point being North 88°28'01" West 1,333.74 feet from the East Quarter Corner of said Section 27, and running thence North 82°26'31" East 502.82 feet; thence South 54°36'33" West 551.94 feet; thence North 27°04'17" West 86.94 feet; thence Northwesterly 17.19 feet along an arc of a 45.00 foot radius curve to the left (center bears South 62°55'43" West, long chord bears North 38°01'02" West 17.09 feet with a central angle of 21°53'30") to the 1/16th line; thence North 00°33'40" East 162.65 feet along said 1/16th line to the Point of Beginning.

LESS AND EXCEPTING that portion lying within "BELLA VISTA AT SUNBROOK".  
*All Descriptions Ck By JJB/JRJ 03 December 2009*

ALSO LESS AND EXCEPTING THE FOLLOWING PROPERTY:

Parcel A:



**GREAT BASIN**  
**ENGINEERING**  
5746 South 1475 East • Ogden, Utah 84403  
Phone: 801.394.4515 • Fax: 801.392.7544  
www.greatbasinengineering.com

October 7, 2010  
Revised March 23, 2011

SUNBROOK

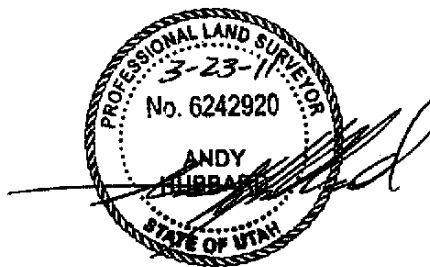
SHEET 15, PARCEL 52 TO ST. GEORGE FROM SLR (SG-6-2-27-213)

A part of the East Half of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Easterly line of Bella Vista at Sunbrook, a Subdivision in St. George City, Washington County, Utah said point is 2606.10 feet South  $0^{\circ}28'23''$  West along the Quarter Section line and 1726.33 feet South  $89^{\circ}31'37''$  East from the North Quarter corner of said Section; and running thence North  $82^{\circ}26'15''$  East 105.95 feet; thence South  $54^{\circ}36'18''$  West 394.57 feet to said Easterly line of Bella Vista at Sunbrook; thence four (4) courses along said Easterly line as follows: North  $48^{\circ}40'44''$  East 34.64 feet; North  $49^{\circ}39'01''$  East 113.94 feet; North  $47^{\circ}44'54''$  East 101.65 feet and North  $29^{\circ}54'04''$  East 57.22 feet to the point of beginning.

Contains 7,270 Square Feet

Or 0.167 Acre



Parcel B:



October 7, 2010  
Revised March 23, 2011

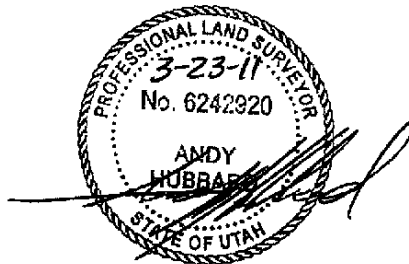
SUNBROOK

SHEET 15, PARCEL 15 TO ST. GEORGE FROM SLR (Portion of SG-6-2-27-234)

A part of the Northeast Quarter of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Easterly line of Bella Vista at Sunbrook, a subdivision in St. George City, Washington County, Utah; said point is 2246.71 feet South 0°28'31" West along the Quarter Section line and 1891.34 Feet South 89°31'37" East from the Northwest corner of said Quarter Section; and running thence Easterly along the arc of a 540.00 foot radius curve to the left a distance of 282.00 feet (Long Chord bears North 82°52'43" East 278.81 feet); thence Easterly along the arc of a 492.50 foot radius curve to the right a distance of 128.14 feet (Long Chord bears North 75°22'19" East 127.78 feet); thence South 45°33'33" West 423.90 feet; thence South 54°36'18" West 196.99 feet; thence South 82°26'15" West 105.95 feet to said Easterly line of Bella Vista at Sunbrook; thence four (4) courses along said Easterly line as follows: North 29°53'57" East 194.75 feet; North 31°32'43" East 34.47 feet; North 33°34'53" East 83.40 feet and North 4°15'43" East 90.58 feet to the point of beginning.

Contains 1.833 Acres



Parcel C:



**GREAT BASIN  
ENGINEERING**  
5746 South 1475 East • Ogden, Utah 84403  
Phone: 801.394.4515 • Fax: 801.392.7544  
www.greatbasinengineering.com

October 7, 2010  
Revised October 20, 2010  
Revised November 1, 2010  
Revised March 23, 2011

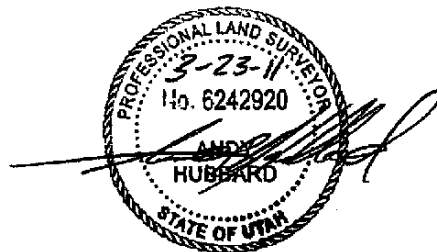
SUNBROOK

SHEET 18, PARCEL 15 TO ST. GEORGE FROM SLR WEST SIDE OF LUCE DEL SOL DRIVE (Portion of SG-6-2-27-234)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly right-of-way line of Luce Del Sol Drive said point is 2908.40 feet South  $0^{\circ}28'23''$  West along the Quarter Section line and 1236.24 feet South  $89^{\circ}31'37''$  East from the North Quarter corner of said Section; and running thence three (3) courses along said West right-of-way line as follows: Southerly along the arc of a 285.00 foot radius curve to the right a distance of 68.68 feet (Long Chord bears South  $6^{\circ}51'05''$  West 68.51 feet); Southerly along the arc of a 325.00 foot radius curve to the left a distance of 217.50 feet (Long Chord bears South  $5^{\circ}25'01''$  East 213.46 feet); and Southeasterly along the arc of a 603.00 foot radius curve to the right a distance of 104.26 feet (Long Chord bears South  $19^{\circ}38'09''$  East 104.13 feet); thence North  $89^{\circ}26'35''$  West 18.86 feet; thence Northwesterly along the arc of a 275.00 foot radius curve to the left a distance of 119.27 feet (Long Chord bears North  $11^{\circ}52'02''$  West 118.33 feet); thence Northwesterly along the arc of a 325.00 foot radius curve to the right a distance of 159.91 feet (Long Chord bears North  $10^{\circ}11'46''$  West 158.30 feet); thence North  $3^{\circ}53'58''$  East 107.50 feet; thence South  $88^{\circ}33'45''$  East 16.94 feet to the point of beginning.

Contains 3,161 Square Feet





Parcel D:



**GREAT BASIN  
ENGINEERING**  
5740 South 1475 East • Ogden, Utah 84403  
Phone: 801.394.4515 • Fax: 801.393.7544  
www.greatbasinengineering.com

October 7, 2010  
Revised October 20, 2010  
Revised March 23, 2011

SUNBROOK

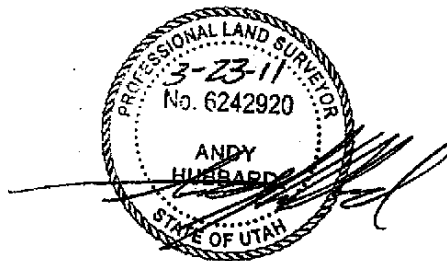
SHEET 18. PARCEL 15 TO ST. GEORGE FROM SLR EAST SIDE OF LUCE DEL SOL (Portion of SG-6-2-27-234)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 16 West,

Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East right-of-way line of Luce Del Sol Drive said point is 2918.92 feet South 0°28'23" West along the Quarter Section line and 1286.15 feet South 89°31'37" East from the North Quarter corner of said Section; and running thence two (2) courses along the Southerly line of Bella Vista at Sunbrook, a Subdivision in St. George City, Washington County, Utah as follows: South 87°46'48" East 17.86 feet and South 27°46'08" East 36.21 feet; thence North 88°34'46" West 37.26 feet to said East right-of-way line; thence Northerly along the arc of a 335.00 foot radius curve to the left a distance of 31.92 feet (Long Chord bears North 4°33'20" East 31.91 feet) to the point of beginning.

Contains 866 Square Feet



**EXHIBIT D**  
**Right of Way Walls**

(Shown on the following 8 pages)



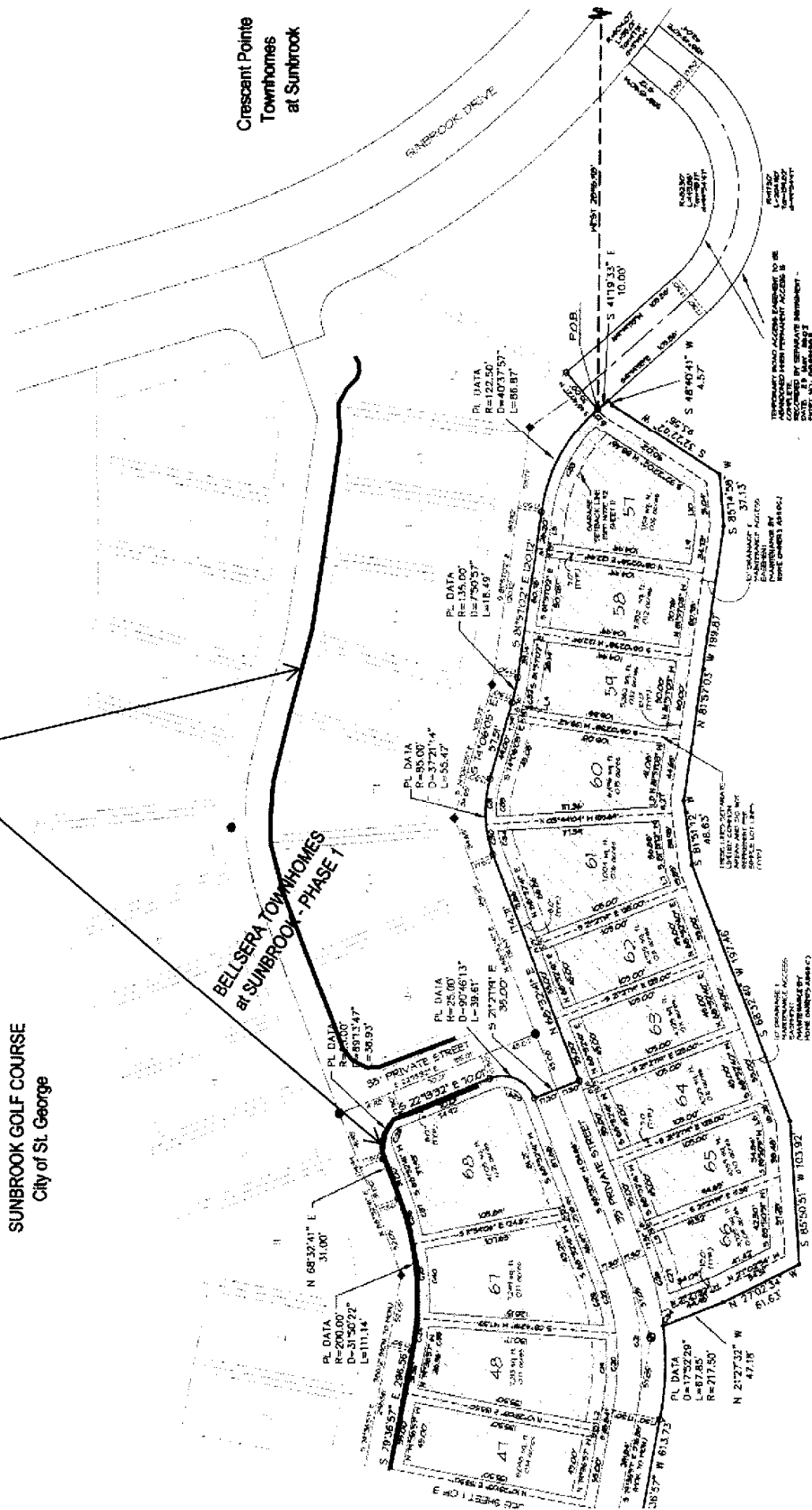


Crescent Pointe  
Townhomes  
at Sunbrook

Right of Way Walls

SUNBROOK GOLF COURSE  
City of St. George

BELLSERA TOWNHOMES  
at SUNBROOK - PHASE 1



TERMINATING ROAD ACCESS EASEMENT TO BE  
CONVEYED TO THE CITY OF ST. GEORGE BY  
DEED TO BE FILED WITH THIS INSTRUMENT.  
DATE: 12/23/2014  
PAGE: 319 OF 319

TO: MANAGER, CITY OF ST. GEORGE  
FROM: SUNBROOK DEVELOPMENT, LLC  
RE: BELLSERA TOWNHOMES AT SUNBROOK - PHASE 1

TO: MANAGER, CITY OF ST. GEORGE  
FROM: SUNBROOK DEVELOPMENT, LLC  
RE: BELLSERA TOWNHOMES AT SUNBROOK - PHASE 1

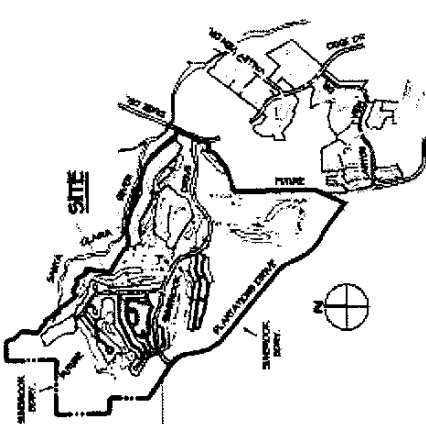
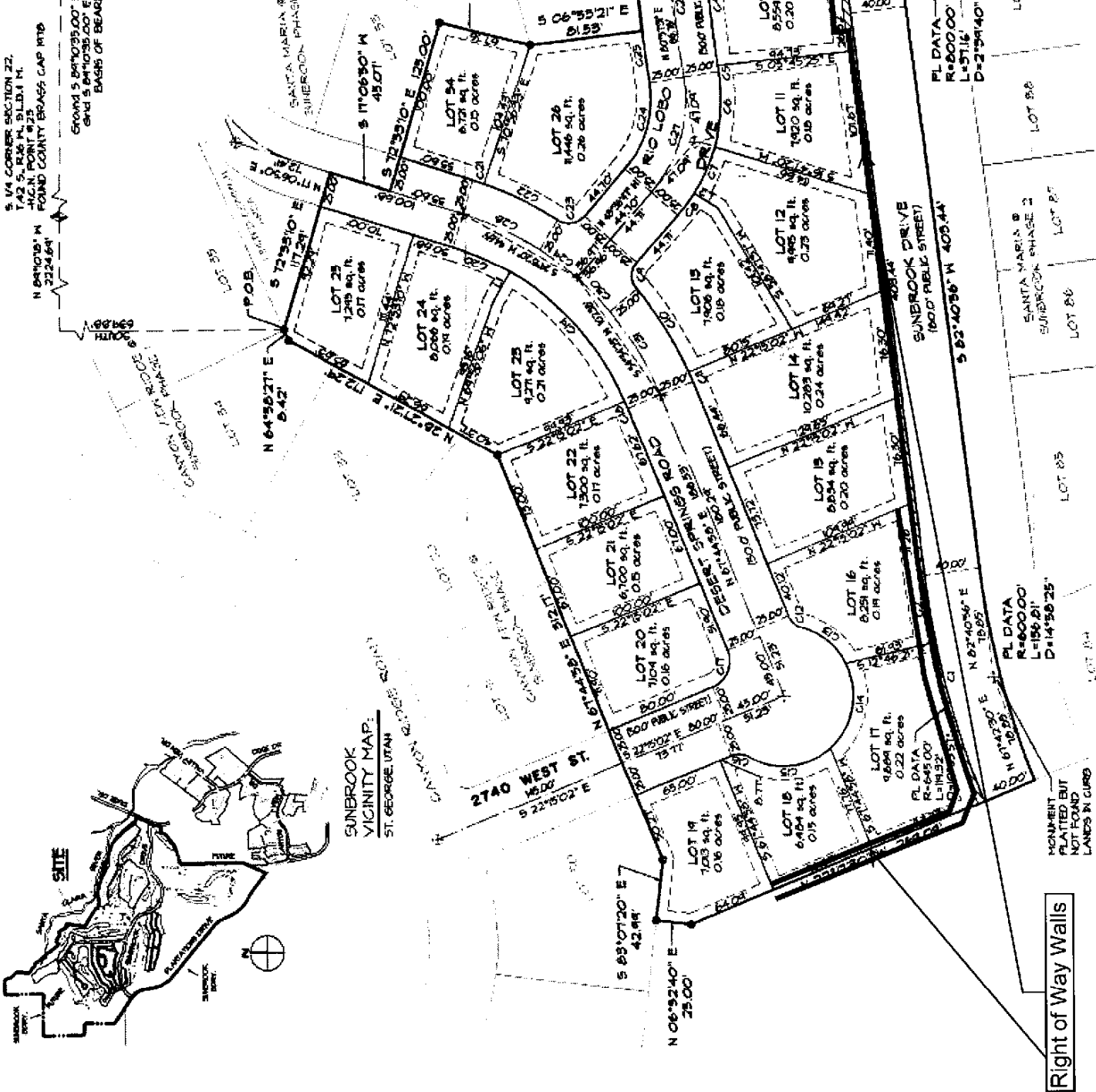




WITNESS CORNER  
 FOUND 15 4804645  
 2002 (SEE LEGEND)  
 764.00' 22.23'  
 27.26'

S. 1/4 CORNER SECTION 22,  
 T42 S., R46 W., S11B.1 M.  
 -H.C.N. POINT #25  
 -H.C.N. POINT #24  
 (CORNER IS UNDER  
 BUILDING)  
 Reference Point

GROUND 5 870055.00' E 26176.65' ft.  
 GROUND 1 870055.00' E 26176.65' ft.  
 BASIS OF BEARINGS



Right of Way Walls

MONUMENT  
 PLATTED BUT  
 NOT FOUND  
 LANDS IN CURB



