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SJ Properties Holding, LLC

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After Recording mail to:
Jenkins Bagley, PLLC
Attn: Bruce C. Jenkins
285 W Tabernacle, Ste. 301
St. George, UT 84770

MASTER DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
DESERT COMMUNITIES WATER DETENTION & STREETSCAPES

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 8477

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MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
DESERT COMMUNITIES WATER DETENTION

PREAMBLE

This Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Desert Communities Water Detention, a Utah development (hereafter "Master Declaration"), is executed by SJ Properties Holding, LLC (the "Declarant").

The Community Association Act, Utah Code §57-8a-101, *et. seq.* (the "Act"), as amended from time to time, shall supplement this Master Declaration. If an amendment to this Master Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities and restrictions of that section. The remedies in the Act and the Master Declaration -- provided by law or in equity -- are cumulative and not mutually exclusive.

RECITALS

A. The Properties will share in the use and maintenance costs of the Stormwater Basin located on the land and described in Exhibit B and certain streetscapes.

B. By subjecting the property described in Exhibit A to this Master Declaration, it is the desire, intent, and purpose of the Declarant to create a master association which will share use and maintenance costs of the Stormwater Basin.

C. This Master Declaration affects (i) that certain real property described in Exhibit A, (ii) all other annexable territory described in Exhibit C, and (iii) streetscape areas assigned to the Master Association for maintenance, repair, and replacement.

D. Declarant has constructed or is in the process of constructing the Stormwater Basin and related improvements and certain streetscapes.

E. Declarant desires, by filing this Master Declaration to submit the Properties to the provisions and protective covenants, restrictions, and easements set forth herein.

AGREEMENT

NOW, THEREFORE, for the reasons recited above, and in consideration of the reciprocal benefits to be derived from the conditions, covenants, restrictions, easements, and requirements set forth below, the parties hereto, and each of them hereby agree:

ARTICLE I
DEFINITIONS

The definitions in this Master Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply. Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified.

1.1 **Declarant.** Declarant shall mean SJ Properties Holding, LLC, a Utah limited liability company, its successors and any person to which it shall have assigned any rights hereunder, except that a party acquiring all or substantially all of the right, title and interest of Declarant in the Properties by foreclosure, judicial sale, bankruptcy proceedings, or by other similar involuntary transfer, shall automatically be deemed a successor and assign of SJ Properties Holding, LLC, as Declarant under this Master Declaration.

1.2 **Master Association.** Master Association shall mean Desert Communities Water Detention and Streetscapes Association, a Utah limited liability company.

1.3 **Master Board of Managers or Master Board.** Shall mean and refer to the Board of Managers of the Master Association, appointed or elected in accordance with this Master Declaration and the Master Bylaws.

1.4 **Master Declaration.** Master Declaration shall mean and refer to this Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Desert Communities Water Detention.

1.5 **Master Plan.** Master Plan shall mean the Plan or Maps showing the Stormwater Basin, together with the Properties benefitted by the Stormwater Basin.

1.6 **Properties.** Properties shall mean (i) the property described in Exhibit A and all other Annexable Territory subject to his Master Declaration described in Exhibit C and (ii) streetscape areas assigned to the Master Association for maintenance, repair, and replacement.

1.7 **Stormwater Basin.** Stormwater Basin shall mean the stormwater basin identified in Exhibit B. The Stormwater Basin shall not include any drain lines delivering water to the basin.

1.8 **Sub-Associations.** Shall mean an association of property owners having jurisdiction, in whole or in part, over a specific neighborhood concurrent with, but subordinate to, the Master Association.

ARTICLE II
MASTER ASSOCIATION

2.1 Organization of Master Association. Declarant has caused or will cause the Master Association to be organized and the Articles filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code.

2.2 Parties and Powers. The Master Association shall have such duties and powers as set forth in the Articles, Operating Agreement (hereafter "Bylaws"), and this Master Declaration, as such documents are amended from time to time.

2.3 Membership. Sub-Associations shall be considered Members of the Master Association. However, individual owners within the Properties shall not be considered Members of the Master Association, but Members of the Sub-Association to which they are subject.

2.4 Non-Liability for Tort. The Master Association shall not be liable, in any civil action brought by or on behalf of a Member, for bodily injury occurring to a Member, or a Member's guests, invitees, licensees or trespassers, on the Master Association's common area or limited common area. This immunity from liability shall not be effective if the Master Association causes bodily injury to the Member on the common area or limited common area by its willful, wanton, or grossly negligent act of commission or omission.

2.5 Master Board of Managers Acts for Master Association. Except as limited in this Master Declaration or the Master Bylaws, the Master Board acts in all instances on behalf of the Master Association. Each president of a board of directors of each Sub-Association shall be one (1) of the Master Board Members of the Master Association.

2.6 Maintenance of Stormwater Basin and Streetscapes. The Master Association shall regularly maintain, clean, and repair the Stormwater Basin and streetscapes assigned to the Master Association.

ARTICLE III
COVENANT FOR ASSESSMENTS

3.1 Creation of Assessment Obligation. Each Sub-Association is deemed to covenant and agree to pay to the Master Association (1) Annual Assessments for Common Expenses, (2) Special Assessments, (3) Corrective Assessments, (4) Government Assessments, and (5) any other amount or assessment levied by the Master Board pursuant to this Master Declaration; all such assessments to be established and collected as provided in this Master Declaration. The Master Association shall not levy or collect any Annual Assessment, Special Assessment, Corrective Assessment, Benefitted Assessment, or Government Assessment that exceeds the amount necessary for the purpose or purposes for which it is levied. All such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on a Sub-Association and shall be a continuing lien upon the properties subject to a Sub-Association's jurisdiction. Each such assessment, together with interest, costs and reasonable attorneys' fees

shall also be and remain the personal obligation of a Sub-Association, and its members, upon which the assessment is levied.

3.2 Purpose of Annual and Special Assessments. The Annual and Special Assessments levied by the Master Association shall be used exclusively for the Stormwater Basin, , including establishing and funding a reserve to cover major repair or replacement of the Stormwater Basin and any expense necessary or desirable to enable the Master Association to perform or fulfill its obligations, functions, or purposes under this Master Declaration or its Articles.

3.3 Annual Assessments. The initial Annual Assessment shall be in the amount of Two Hundred and Forty Dollars (\$240.00) Annual Assessments shall be due on the first day of January each year or in twelve (12) equal monthly installment payments due on the first day of each month, as the Master Board may determine. The Annual Assessment shall be based upon the Budget prepared by the Master Board. The Master Board shall authorize and levy the amount of the Annual Assessment upon each Sub-Association.

3.4 Special Assessments. In addition to the Annual Assessment, a Special Assessment can be assessed to pay the costs of any one or more of the following:

Special Assessments for the following extraordinary expenses can be levied by the Master Board without Member approval:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Stormwater Basin or any improvement related thereto for which the Master Association is responsible. Prior to the imposition or collection of a Special Assessment pursuant to this subsection, the Master Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was necessary and was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Sub-Associations with the notice of Assessment;
- (c) To protect the common areas against foreclosure; and
- (d) To cover other short falls, or other needs approved by the Master Board as being reasonably necessary to the protection or preservation of the Stormwater Basin.

3.5 Corrective Assessments. In addition to the Annual Assessment and any Special Assessments, the Master Association may levy Corrective Assessments against a particular Sub-Association, or one (1) or more of its members to pay the following: costs directly attributable to the costs incurred by the Master Association for corrective action related to damage to the Stormwater Basin.

The Master Board shall deliver a Notice of Noncompliance and Right to Hearing to the owner upon whom it intends to levy a Corrective Assessment. Corrective Assessments shall be due and payable within forty-five (45) days following delivery of Notice of Master Board Adjudication and shall bear interest thereafter at the rate of eighteen percent (18%) per annum until paid in full.

3.6 Benefitted Assessments. The Master Board may levy Benefitted Assessments against a particular Sub-Association for expenses incurred or to be incurred by the Master Association to cover the costs, including overhead and administrative costs, of providing benefits or services to a particular Sub-Association.

3.7 Government Assessments. In addition to the annual assessments, special assessments, and corrective assessments, the Master Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited common areas from the activities of the City of Washington in maintaining, repairing or replacing the City's utility lines and facilities thereon. It is acknowledged that the ownership of said utility lines, underground or otherwise, is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

3.8 Uniform Rate of Assessment. Annual Assessments and Special Assessments imposed pursuant to subsections 3.3 and 3.4 of this Master Declaration shall be assessed equally and uniformly against all Sub-Associations.

3.9 Preparation of Budget. At least annually the Master Board shall prepare and adopt a budget for the Master Association and the Master Board shall present the budget at a meeting of the Members. A budget presented by the Master Board is only disapproved if member action to disapprove the budget is taken in accordance with the limitations under Section 215 of the Act.

3.10 Reserve Fund. The Master Board shall, on behalf of the Master Association, cause to be funded through Annual Assessments or other periodic assessments an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacement to the common areas.

The Master Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Master Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Master Board shall annually provide the Sub-Associations a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to a Sub-Association upon request. In formulating the budget each year, the Master Board shall include a reserve line item in an amount required by the governing documents, or, if the governing documents do not provide for an amount, the Master Board shall include an amount it determines, based on the reserve analysis, to be prudent. Unless a majority of the Sub-Associations vote to approve the use of reserve fund money for that purpose, the Master Board may not use money in a reserve fund: (i) for daily maintenance expenses; or (ii) for any purpose other than the purpose for which the reserve fund was established. The Master Board shall maintain a reserve fund separate from other Master Association funds.

3.11 Sub-Association Collection of Master Association Assessments. The Sub-Associations shall have the right to collect the assessments for and in behalf of the Master Association.

ARTICLE IV
NONPAYMENT OF ASSESSMENTS; REMEDIES

4.1 Nonpayment of Assessments; Remedies. Pursuant to Utah Code Ann. §§ 57-8a-301, *et seq.*, any assessment installment payment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the properties subject to a Sub-Association's jurisdiction. Provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage recorded prior to the date any such installment payment on assessments become due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of Ten Dollars (\$10.00) if the assessment is not paid within ten (10) days of when it is due, or such larger amount as set by the Master Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment, and the Master Association may, in its discretion, bring an action either against the Sub-Association or to foreclose (judicially or non-judicially) the lien against the properties subject to a Sub-Association's jurisdiction. Any judgment obtained by the Master Association and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Master Association in enforcing its rights. If a monthly installment payment is not timely made, the Master Board may declare the entire Annual Assessment in default and accelerate the Annual Assessment and declare the entire amount of the Annual Assessment immediately due and owing.

4.2 Washington County Tax Collection. It is recognized that under this Master Declaration the Master Association will own the Stormwater Basin and that it will be obligated to pay property taxes to Washington County. In the event that the assessor shall separately assess the Stormwater Basin, the Master Board may impose, in its discretion a Special Assessment to pay such taxes, or they may be incorporated into the Annual Assessment.

4.3 Lien. The Master Board may elect to file a claim of lien against properties subject to a Sub-Association's jurisdiction by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim or delinquency, (b) the interest and costs of collections which have accrued thereon, (c) the legal description of the property against which the lien is claimed, and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Master Association or duly authorized agent of the Master Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Master Association shall execute and record a notice releasing the lien upon payment of a reasonable fee as fixed by the Master Board to cover the cost of preparing and recording the release of lien. Unless paid or otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage or any other manner provided by law, including without limitation, a deed of trust as set forth in this Master Declaration.

4.4 Trust Deed for Assessments. Each Sub-Association and their members convey and warrant to Trustee in trust for the Master Association as Beneficiary, with power of sale, the

properties subject to a Sub-Association's jurisdiction and/or for the purpose of securing payment of all assessments (including basis of collection) provided for in this Master Declaration. For purposes of this Section and Utah Code Ann. §§ 57-1-19, et seq., as amended from time to time. Each Sub-Association and their members hereby convey and warrant, pursuant to Sections 212 and 302 of the Act, and Utah Code §57-1-20, to attorney Bruce C. Jenkins, or any other attorney that the Master Association engages to act on its behalf to substitute for Bruce C. Jenkins, with power of sale, properties subject to a Sub-Association's jurisdiction for the purpose of securing payment of assessments under the terms of this Master Declaration. The Trustee shall mean the attorney for the Master Association and the Master Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the Washington County Recorder.

4.5 Perfection of Lien and Priority. Upon the recording of a notice of lien by the Master Board or the Master Association's manager or attorney, such lien constitutes a lien (on a pro rata basis according to the number of lots, including vacant lots, or dwelling units) on the properties subject to a Sub-Association's jurisdiction prior to all other liens and encumbrances, recorded or unrecorded, except:

- (a) tax and special assessment liens on the lot in favor of any assessing lot or special improvement district; and
- (b) encumbrances on the interest of a Sub-Association or its members:
 - (i) recorded prior to the date of the recording of Notice of Lien; and
 - (ii) that by law would be a lien prior to subsequently recorded encumbrances.

The Manager or Master Board may enforce the assessment lien by sale or foreclosure of the owner's interest. The Manager or Master Board may bid at a sale or foreclosure and hold, lease, mortgage, or convey the lot that is subject to the assessment lien.

4.6 Statement of Account. The Manager or Master Board shall issue a written statement indicating any unpaid assessment with respect to a Sub-Association covered by the request, upon the written request of a Sub-Association, and payment of a reasonable fee not to exceed Ten Dollars (\$10.00). The written statement shall be binding in favor of any person who relies in good faith on the written statement. Unless the Manager or Master Board complies with such request within ten (10) days, any unpaid assessment that became due prior to the date the request was made is subordinate to a lien held by the person requesting the statement.

4.7 Payment by Encumbrancer. An encumbrancer holding a lien on a lot may pay any unpaid assessment due with respect to the lot. Upon such payment, the encumbrancer has a lien on the lot for the amounts paid.

4.8 Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Master Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.9 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article IV, nor any breach of this Master Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the beneficiary under any recorded first deed of trust (meaning any deed of trust with first priority over other deeds of trust).

ARTICLE V
GENERAL PROVISIONS

5.1 Enforcement. This Master Declaration may be enforced by the Master Association, Declarant, and any owner as follows:

Breach of any of the provisions contained in this Master Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings instituted by any owner, including Declarant so long as Declarant owns a lot in the Development, and by the Master Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(a) The result of every act or omission whereby any of the provisions contained in this Master Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any owner, by the Master Association, and by the Declarant for so long as Declarant owns a lot.

(b) The remedies herein provided for breach of the provisions contained in this Master Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(c) The failure of the Master Association to enforce any of the provisions contained in this Master Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(d) Any breach or amendment of the provisions contained in this Master Declaration, the Articles or the Bylaws shall not affect or impair the lien or charge of any first mortgage made in good faith and for value on any lot or the Improvements thereon, provided that any subsequent owner of such property shall be bound by such provisions of this Master Declaration, Articles and Bylaws, whether such owner's title was acquired by foreclosure in a trustee's sale or otherwise.

(e) The Master Association, through its Master Board, shall have the power to levy fines for violations of the Master Association's governing documents and fines may only be levied for violations of the governing documents. In addition to the levy of fines, the Master Board may also elect to pursue other enforcement remedies and/or damages permitted under the governing documents. Furthermore, pursuant to Utah Code § 57-8a-218(2)(b), a tenant shall be jointly and severally liable to the Master Association with the owner leasing to such tenant for any violation of the governing documents by the tenant. The Master Board shall adopt a rule for the procedure to enforce the governing documents and levy fines, including a schedule of fines.

5.2 Severability. Invalidation of any provision of this Master Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.3 Rule Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Master Declaration, the Articles, Bylaws, Plat, Rules or other governing document of the Master Association. If for any reason the Master Declaration does not comply with the Act, such noncompliance does not render a lot or common area unmarketable or otherwise affect the title if the failure is insubstantial.

5.4 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the common area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. Except for judicial construction, the Master Board shall have the exclusive right to construe and interpret the provisions of this Master Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Master Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Master Declaration.

5.5 Amendment. Any amendment to this Master Declaration shall require the affirmation of at least a majority of all Sub-Associations (one (1) vote per Sub-Association). The Master Board shall cause to be delivered to the appointee of each Sub-Association a Notice of Members Meeting setting forth the purpose of the meeting and the substance of the amendment proposed. In such instrument an officer of the Master Association or member of the Master Board shall certify that the vote required by this Section for amendment has occurred, except for amendments unilaterally made by the Declarant.

5.6 Notice. Notice shall be sent as provided for in the Bylaws.

5.7 Manager. The Master Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Master Association. Such Manager shall be responsible for managing the Properties for the benefit of the Master Association and the owners, and shall, to the extent permitted by law and the terms of a management agreement with the Master Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Master Association itself.

5.8 Terms of Management Agreement. Any agreement for professional management of the Development, or any other contract providing for services of the Declarant, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of termination fee on not more than ninety (90) but not less than thirty (30) days written notice.

5.9 Rules and Regulations. The Master Board shall have the authority to promulgate and adopt Rules and Regulations as the Master Board deems necessary or desirable (i) to aid it in administering the affairs of the Master Association, (ii) to insure that the Stormwater Basin is maintained and used in a manner consistent with the interests of the owners, and (iii) to establish penalties and fines for the infractions of any Rules and Regulations, this Master Declaration, or the Bylaws. Fines, subject to limitations under the Act, maybe assessed as a Corrective Assessment. The Master Board may adopt, amend, cancel, limit, create exceptions to, expand or enforce rules and design criteria of the Master Association that are not inconsistent with this Master Declaration or the Act. Except in the case of imminent risk of harm, the Master Board shall give at least fifteen (15) days advance notice of the date and time the Master Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding or changing the procedures for enforcing rules and design criteria. The Master Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration. A rule or design criteria adopted by the Master Board is only disapproved if member action to disapprove the rule or design criteria is taken in accordance with the limitations under Section 217 of the Act.

5.10 Declarant's Disclaimer of Representations. Anything to the contrary in this Master Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Washington County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of the Covered Property can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Master Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Master Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, Declarant expressly reserves the right at any time and from time to time to amend the Master Development Plan.

ARTICLE VI **ANNEXABLE TERRITORY**

6.1 Annexation by Declarant. Declarant may expand the real property subject to this Master Declaration by the annexation of all or part of the Annexable Territory. The annexation of such land shall become effective and extend this Master Declaration to such real property upon the recordation of a supplementary declaration or similar instrument which:

- (a) describes the real property to be annexed or incorporated;
- (b) declares that the annexed real property is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Properties subject to this Master Declaration; and
- (c) sets forth such additional limitations, restrictions, covenants, conditions complementary additions to the covenants, conditions and restrictions contained in this Master Declaration as are not inconsistent with this Master Declaration.

When such annexation becomes effective, said real property shall be subject to this Master Declaration and subject to the functions, powers and jurisdiction of the Master Association.


Such annexation may be accomplished in one or more annexations.

6.2 Limitation on Annexation. Declarant's right to annex said real property to the Properties shall be subject to the following limitations, conditions and rights granted to the Declarant:

- (a) The annexed real property must be part of the Annexable Territory as of the date of this Master Declaration. However, Declarant reserves the right to expand the borders of Annexable Territory to real property contiguous to the property described in Exhibits A and B, but with no obligation to do so and no claim as to right, title or interest to said real property.
- (b) All properties added to the Properties shall be for residential purposes.

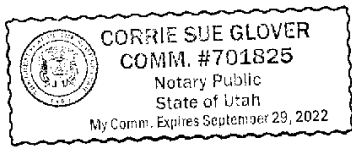
6.3 Expansion of Definitions. In the event the Properties are expanded, the definitions used in this Master Declaration automatically shall be expanded to encompass and refer to the Properties as so expanded.


IN WITNESS WHEREOF, Declarant executed this Master Declaration on the 30 day July, 2020.

Declarant: SJ Properties Holding, LLC
By: 
Its:

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

On this 30 day of July, 2020, personally appeared before me Stephen E. Howcroft who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Manager of SJ Properties Holding, LLC, a Utah limited liability company, and that he executed the foregoing Master Declaration on behalf said Company being authorized and empowered to do so by the Bylaws of said Company or resolution of its managers, and he acknowledged before me that such Company executed the same for the uses and purposes stated therein.





Notary Public

Exhibit A
(Legal Description – Properties)

Overall Parcel

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS N 1°05'22" E 1367.05 FEET ALONG THE WEST SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 89°15'13" E 665.12 FEET ALONG SAID 1/16TH LINE; THENCE S 0°59'55" W 483.70 FEET; THENCE N 89°42'59" E 666.08 FEET TO A POINT ON THE WEST 1/16TH LINE OF SAID SECTION; S 0°59'55" W 885.20 FEET TO A POINT ON THE SOUTH LINE OF SECTION 13; THENCE N 89°41'18" W 1333.29 FEET ALONG SAID SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 13; thence S 1°07'24" W 87.13 FEET ALONG THE section line; THENCE N 88°53'59" W 270.02 FEET; THENCE N 39°11'16" E 109.47 FEET; THENCE N 60°07'23" E 236.19 FEET, TO A POINT ON THE EAST LINE OF SECTION 14; THENCE N 1°05'22" E 167.99 FEET ALONG SAID SECTION LINE; THENCE S 89°02'19" W 738.97 FEET; THENCE S 63°44'03" W 154.54 FEET TO A POINT ON THE EAST BOUNDARY OF BELLA VISTA AT STONE MOUNTAIN PHASE 1 RECORDS OF WASHINGTON COUNTY, UTAH; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING SEVEN (7) COURSES N 38°17'53" E 105.79 FEET; THENCE N 22°58'10" E 119.10 FEET; THENCE N 42°13'09" W 74.53 FEET; THENCE S 56°23'54" W 166.27 FEET; THENCE S 20°11'49" W 125.51 FEET; THENCE N 72°22'41" W 71.17 FEET; THENCE N 89°20'59" W 251.08 FEET; TO THE NORTHEAST CORNER OF BELLA VISTA AT STONE MOUNTAIN PHASE 2, DOCUMENT NO. 20120011981, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FOUR (3) COURSES, (1) THENCE N 62°49'39" W 164.15 FEET; (2) THENCE N 72°42'49" W 438.16 FEET, (3) THENCE S 68°55'24" W 41.08 FEET, TO THE NORTHEAST CORNER OF BELLA VISTA AT STONE MOUNTAIN PHASE 3, DOCUMENT NO. 20140008513, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES, (1) THENCE S 68°55'24" W 310.00 FEET, (2) THENCE S 36°23'40" W 186.26 FEET, (3) THENCE S 54°49'37" W 256.73 FEET, TO A POINT ON THE EASTERLY LINE OF THE PROPERTY ACQUIRED BY WASHINGTON CITY FOR THE CONSTRUCTION OF 300 EAST STREET; THENCE ALONG THE EASTERLY LINE OF SAID WASHINGTON CITY PARCELS THE FOLLOWING FIFTEEN (15) COURSES, (1) THENCE N 5°36'52" W 81.51 FEET, (2) THENCE N 27°34'21" W 24.75 FEET, (3) THENCE N 18°43'34" W 39.03 FEET, (4) THENCE N 28°40'08" W 55.51 FEET, (5) THENCE N 24°28'33" E 48.40 FEET, (6) THENCE N 1°49'08" W 60.72 FEET, (7) THENCE N 66°17'47" W 166.69 FEET, (8) THENCE N 19°19'20" E 75.24 FEET, (9) THENCE N 10°37'39" E 40.10 FEET, (10) THENCE N 12°51'10" E 40.28 FEET, (11) THENCE S 82°28'00" E 20.58 FEET, (12) THENCE N 14°46'10" E 10.08 FEET, (13) THENCE N 82°28'00" W 20.91 FEET, (14) THENCE N 12°52'28" E 105.90 FEET, (15) THENCE N 0°50'00" W 87.22 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CHEROKEE SPRINGS R.V. PARK PHASE NO. 5, ENTRY NO. 481355, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES, (1) THENCE S 88°47'12" E 343.47 FEET, (2) THENCE N 67°13'14" E 315.00 FEET; (3) THENCE N 45°43'14" E 67.82 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF HORIZON WEST 1 AMENDED SUBDIVISION, RECORDS OF WASHINGTON COUNTY; THENCE ALONG THE BOUNDARY OF HORIZONS WEST 1 AND 2 AMENDED SUBDIVISIONS THE FOLLOWING TWO (2) COURSES S 88°29'35" E 981.41 FEET; THENCE N 1°05'22" E 471.78 FEET; THENCE N 85°25'46" E 250.00 FEET; THENCE S 89°18'27" E 755.05 FEET; TO A POINT ON THE WEST LINE OF SECTION 14; THENCE S 1°05'22" W 13.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING BELLA VISTA DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BELLA VISTA DRIVE

BEGINNING AT THE NORTHEAST CORNER OF "BELLA VISTA DRIVE" OF "BELLA VISTA AT STONE MOUNTAIN PHASE 1", ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY, SAID POINT ALSO BEING LOCATED N88°53'59"W 771.92 FEET ALONG THE SECTION LINE AND N1°06'01"E 390.50 FEET FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N42°13'09"W 50.00 FEET ALONG THE NORTH LINE OF SAID "BELLA VISTA DRIVE" AND THE NORTHERLY BOUNDARY LINE OF SAID "BELLA VISTA AT STONE MOUNTAIN PHASE 1"; THENCE LEAVING SAID BOUNDARY LINE N47°46'51"E 179.17 FEET TO THE POINT OF A 275.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 223.56 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°34'41" TO THE POINT OF TANGENCY; THENCE N1°12'10"E 31.99 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 39.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°29'22"; THENCE N0°17'12"W 25.00 FEET; THENCE S89°42'48"W 2.40 FEET; THENCE N0°17'12"W 25.00 FEET TO A POINT ON A 25.00 FOOT, NON-TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS N0°17'12"W; THENCE NORTHEASTERLY 38.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°30'38" TO THE POINT OF TANGENCY; THENCE N1°12'10"E 832.73 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 41.79 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°46'48" TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF "TELEGRAPH STREET"; THENCE N85°25'22"E 110.56 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON A 25.00 FOOT, NON-TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS S4°34'38"E; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTHWESTERLY 36.75 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°13'12" TO THE POINT OF TANGENCY; THENCE S1°12'10"W 841.01 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 39.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°29'22"; THENCE S0°17'12"E 25.00 FEET; THENCE S89°42'48"W 7.60 FEET; THENCE S0°17'12"E 25.00 FEET TO A POINT ON A 25.00 FOOT, NON-TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS S0°17'12"E; THENCE SOUTHWESTERLY 38.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°30'38" TO THE POINT OF TANGENCY; THENCE S1°12'10"W 34.59 FEET TO THE POINT OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 264.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°34'41" TO THE POINT OF TANGENCY; THENCE S47°46'51"W 179.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.712 ACRES OR 3,428,695 SQ FT

PARCEL: W-21234
PARCEL: W-196-A-3

Exhibit B
(Legal Description – Stormwater Basin)

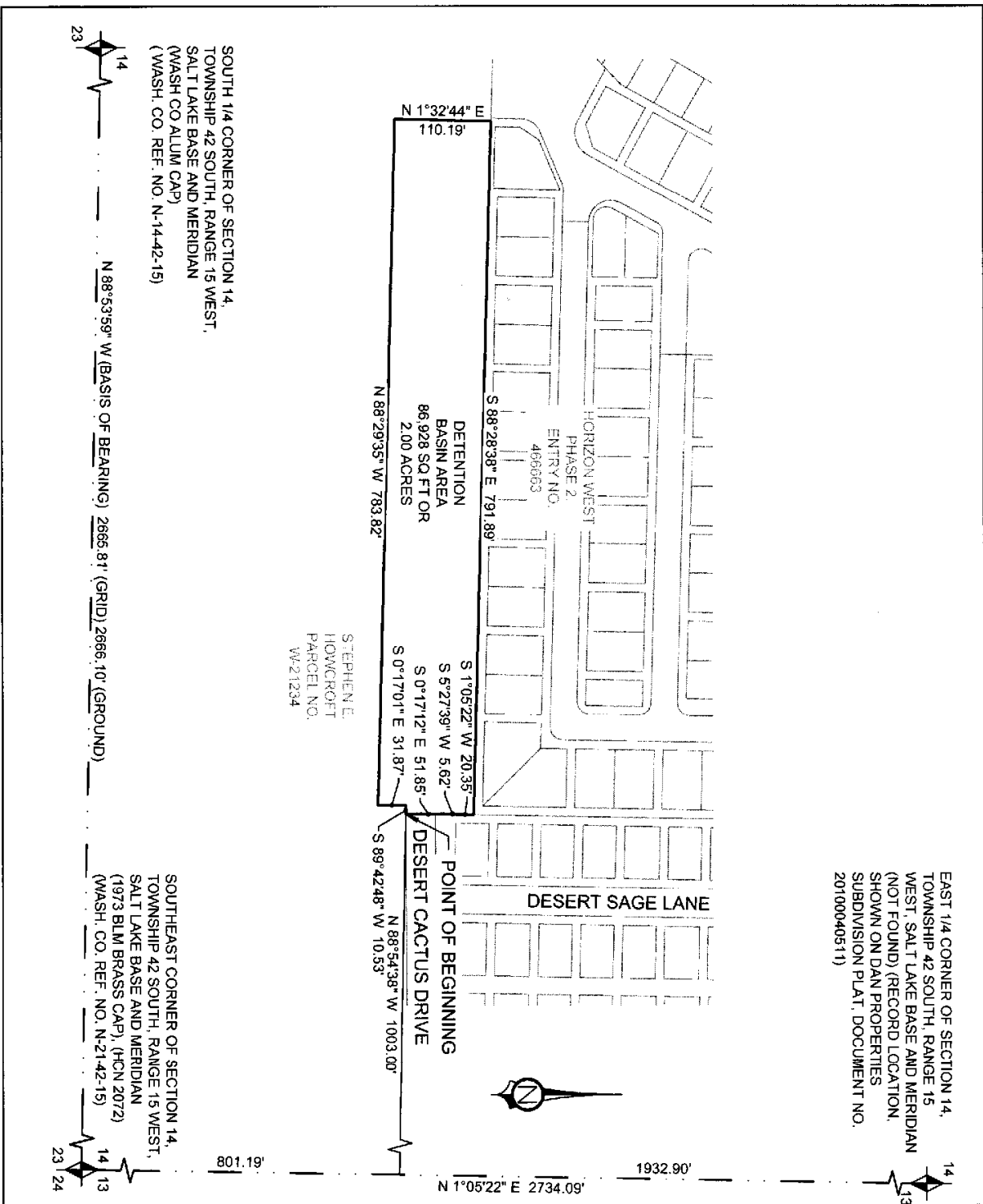



EXHIBIT B	 1453 S. DIXIE DRIVE, SUITE 150 ST. GEORGE, UT 84770 435.986.0100
DETENTION AREA	

FF16202.00



1453 S Dixie Drive, Suite 150

St. George, UT 84770

435-986-0100

**DETENTION BASIN AREA
LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS N 1°05'22" E 801.19 FEET ALONG THE EAST SECTION LINE OF SECTION 14, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°54'38" W 1003.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 14, AND RUNNING THENCE S 89°42'48" W 10.53 FEET; THENCE S 0°17'01" E 31.87 FEET; THENCE N 88°29'35" W 783.82 FEET; THENCE N 1°32'44" E 110.19 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF HORIZONS WEST PHASE 2 AMENDED, ENTRY NO. 466663, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE S 88°28'38" E 791.89 FEET ALONG SAID BOUNDARY; THENCE S 1°05'22" W 20.35 FEET; THENCE S 5°27'39" W 5.62 FEET; THENCE S 0°17'12" E 51.85 FEET, TO THE POINT OF BEGINNING.

CONTAINS 86,928 SQ FT OR 2.00 ACRES

TWS
16202

Exhibit C
(Legal Description – Annexable Territory)

Annexable Territory

LEGAL DESCRIPTION

Any real property adjacent to the property described in Exhibit A and any other real property that the Declarant determines will benefit from the drainage basin described in Exhibit B.

AND

Bella Vista at Stone Mountain, including the following real property and any future annexed phases of Bella Vista at Stone Mountain, all located in Washington County, State of Utah.

All of Lots 1 through 26, Lots 27-A through 28-A, and Lots 29 through 35, together with all Common Area, Bella Vista at Stone Mountain 1 Amd (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-BVMT-1-1 through W-BVMT-1-26
PARCEL: W-BVMT-1-27-A through W-BVMT-1-28-A
PARCEL: W-BVMT-1-29 through W-BVMT-1-35

All of Lots 36 through 55, together with all Common Area, Bella Vista at Stone Mountain 2 (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-BVMT-2-36 through W-BVMT-2-55

All of Lots 56 through 80, together with all Common Area, Bella Vista at Stone Mountain 3 (W) according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: W-BVMT-3-56 through W-BVMT-3-80