

**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUNBROOK COMMUNITIES**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made as of this 28th day of April, 1997, by SUN HILL HOMES, L.C., a Utah limited liability company (hereinafter called "Declarant"), with reference to the following:

R E C I T A L S:

A. Declarant is the owner of certain portions of real property located in the City of St. George, Utah, (and intends to acquire certain other portions of same), known and to be known as SUNBROOK (hereinafter referred to sometimes as the "Project"), the total of said property being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called the "Properties").

B. Declarant intends to develop and improve certain of the Properties in Phases and offer the same for sale to the public as residential Lots for custom homes and patio homes to be built by the Contractors, Lot Owners and/or Declarant.

C. When completely developed, it is estimated that there will be approximately 890 residential Lots and Living Units within the Project. Although Declarant is not obligated to do so, Declarant intends to annex subsequent Phases of the Properties to the lien and charge of this Master Declaration of Covenants, Conditions and Restrictions and thereby cause the individual Owners of residences therein to become members of The Sunbrook Master Association, a Utah nonprofit corporation.

D. The exact phasing has not yet been finally determined. In general, however, it is intended that the Properties be developed in a manner consistent with the heretofore preliminarily approved Master Plan (hereinafter referred to as the "Master Plan") approved by the City of St. George. There is, however, no guarantee that the Properties will be developed in its entirety or in the manner so approved by the City of St. George. Declarant reserves the right to make changes to the plan in its discretion, and reserves the right to make additions thereto without restriction for the period of 15 years from the date hereof. Initially, the first addition shall consent to the addition of Sunbrook Community Estates, which shall be further regulated by its own subassociation, the Sunbrook Manor Homeowners Association, Inc., which shall initially consist of three platted phases known as Canyon View Phase I and Phase II, and the French Quarter at Sunbrook.

E. In connection with the development of the Properties, Declarant has caused to be formed The Sunbrook Master Association, a Utah nonprofit corporation (hereinafter called the "Master Association"), which is the homeowners association for the overall

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development of the Properties. Each lot or Living Unit shall have appurtenant to it a membership in the Master Association. Upon annexation of additional Phases to this Master Declaration, it is planned that Owners of lots therein shall also become members of the Master Association. There is no guarantee that such annexation will occur. Each developed area or separate project within the Sunbrook Master Association may also have its own subassociation to maintain common areas or features of said subassociation.

F. The Master Association will be given fee title to the streets within the Development (unless dedicated to the public), as well as non-described landscaping easements to certain landscaped areas generally located inside and outside the perimeter security barrier installed by Declarant for the Properties. In addition, the Master Association will be given easements where designed in each phase to maintain that portion of such security barrier which may be constructed around the perimeter of portions of the development in the discretion of the Declarant. The easements to be owned by the Master Association on behalf of its members are described in Article IX below. These easements shall be deemed in place and in effect in any project added to all Sunbrook projects, upon the filing of any plat or record of survey map adding a phase to the development.

All easements and other property rights including, but not limited to, any ownership in fee simple owned by the "Master Association" is hereinafter referred to as the "Master Association Property." Said easements may be assigned by the Master Association at its sole discretion for accomplishment of maintenance and repair or other reasons as may be appropriate pursuant to this Declaration.

G. All Master Association Property shall be maintained by the Master Association and as set forth below, shall be subject to the Master Association management and control for the benefit of its members. As stated in Recital F, it is intended that the Master Association maintain (i) the walls which surround portions of the perimeter of the development and/or streets, private street lights, private sidewalks, parks, green areas and certain other amenities common to the purchasers of an interest in property within the development together with (ii) landscaping which exists between the wall and the adjacent street. Some of the landscaped areas may be located on Master Association Property and are subject to maintenance by the Master Association.

H. Before selling or conveying any interest Declarant desires to subject the Lots in accordance with a common plan to certain covenants, conditions and restrictions for the benefit of Declarant and any and all present and future Owners of the Properties.

NOW, THEREFORE, Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of the Properties described at Exhibit A hereto and has

fixed and does hereby fix the following protective covenants, conditions and restrictions upon each and every ownership interest under and pursuant to which covenants, conditions and restrictions each ownership interest in each shall hereafter be held, used, occupied, leased, sold, encumbered, conveyed and/or transferred. Each and all of the covenants, conditions and restrictions set forth herein are for the purpose of protecting the value and desirability of and inure to the benefit with and be binding upon and pass with each and every ownership interest therein, together with such additional portions of the Development which become annexed hereto and shall inure to the benefit of and apply to and bind respective successors in interest in title or interest of Declarant.

**ARTICLE I
DEFINITIONS**

Section 1. "Association Rules" shall mean the rules and regulations from time to time in effect, pursuant to the provisions of Section 6, Article III hereof.

Section 2. "Board" shall mean and refer to the Board of Directors of the Master Association.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Master Association as they may from time to time be amended.

Section 4. "Declarant" shall mean and refer to Sun Hill Homes, L.C., and its successors if the rights and obligations of Declarant hereunder should be assigned to and assumed by such successors.

Section 5. "Declaration" or "Master Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended.

Section 6. "Development" shall mean and refer to The Sunbrook Communities and any integral phases thereof.

Section 7. "Eligible Insurer or Guarantor" shall mean and refer to an insurer or governmental guarantor who has requested notice from the Master Association of those matters which such insurer or guarantor is entitled to notice of by reason of this Declaration or the Bylaws.

Section 8. "Lot" shall mean and refer to any plot of land established especially for the construction of homes, the Owner of which is required by Declaration to be a member of the Master Association. Should two or more adjacent Lots be (i) in the same ownership and (ii) in use for the same single family residence, the Lots shall be deemed as separate Lots for purposes of this Master Declaration.

Section 9. "Living Unit" shall mean and refer to any condominium unit that is established within the project.

Section 10. "Master Association" shall mean and refer to THE SUNBROOK MASTER ASSOCIATION, a Utah nonprofit corporation, its successors and assigns.

Section 11. "Master Association Property" shall mean and refer to all easements and real property (including improvements thereon and interests therein) owned by the Master Association. The Exhibit A property shall not be deemed Master Association property until conveyed to the Master Association. The Exhibit A property shall therefore be those areas into which the project may expand, which shall be accomplished by subdivision plat and/or conveying property for common use to the Master Association.

Section 12. "Mortgage" shall mean and refer to Deed of Trust as well as a Mortgage.

Section 13. "Mortgagee" shall mean and refer to a beneficiary under or holder of a Deed of Trust as well as a Mortgagee.

Section 14. "Mortgagor" shall mean and refer to the Trustee of a Deed of Trust as well as a Mortgagor.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or fee simple title to any "Lot" as that term is defined and limited by Section 7 above, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Phase" shall mean and refer to those certain Lots which are developed in a unit and are subject to this Declaration. Phase II property referred to in this document shall refer to those portions of the Exhibit A property that are subdivided and added to the project by filing a plat approved by the City of St. George.

Section 17. "Properties" shall mean and refer to that real property located in St. George, Utah, described on Exhibit "A" attached hereto and incorporated herein.

**ARTICLE II
DECLARANT'S RIGHT TO AMEND**

Section 1. "Declarant's Right to Amend. Until all portions of the Phase II Land are included in the Development, or until the right to enlarge the Development through the addition of tracts or subdivisions terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally

amend the Declaration and/or the plat as may be reasonably necessary or desirable:

(a) To adjust the boundaries of the Lots, including adding or deleting common areas (by filing an appropriate amended Plat) to accommodate design changes or changes in type of units or adjustments to lot configuration;

(b) To more accurately express the intent of any provisions of the Declaration in the light of then-existing circumstances or information;

(c) To better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by the Declaration;

(d) To facilitate the practical technical, administrative or functional integration of any additional tract or subdivision into the Development; or

(e) To conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing.

**ARTICLE III
PROPERTY RIGHTS IN MASTER ASSOCIATION PROPERTY**

Section 1. Owner's Easement of Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress and of enjoyment in and to the Master Association Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(a) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Master Association Property (including, but not limited to, a fee payable by other owners in the Sunbrook area who are not members of the Master Association by separate membership or other fee, in order to assist in defraying costs).

(b) The right of Declarant to use the Master Association Property, including, but not limited to, the Clubhouse and Recreational Center, for sales, development and related activities, together with the right of Declarant to transfer such easements to others.

(c) The right of the Master Association shall have the right, after an opportunity of a hearing before the Board, to suspend the voting rights to use any recreational facility by an Owner for non-payment of any assessment against his Lot, if he is in breach of his/her obligations under this Declaration, the Bylaws, or the rules and regulations of the Board, all as set forth

in the Bylaws.

(d) The right of the Master Association to dedicate or transfer all or any part of the Master Association Property to any public agency, authority or utility subject to such conditions as may be agreed to by the Master Association Members. No such declaration or transfer shall be effective except upon the vote or written consent of two-thirds (2/3) of each class of membership in the Master Association. The granting of easements for utility or for other purposes consistent with the intended use of the Master Association Property, and the granting of easements for maintenance purposes, shall be deemed not to be a dedication or transfer requiring the vote or written consent of the Master Association Members. The Board shall have the right and duty to transfer the Master Association Property to a corporation, if any, to which all the Owners are members and which was established by the Board as the successor to the Master Association's rights and obligations hereunder and to replace the Master Association upon its termination.

(e) The right of the Board to adopt rules and regulations regarding reasonable use of the Master Association Property. Such rules and regulations shall not deny any Owner access to his Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Master Association Property and facilities to the members of his family, his tenants or contract purchasers who reside on his Lot; provided, however, that if any Owner delegates such right of enjoyment to tenants or contract purchasers, neither the Owner nor his family shall be entitled to use such facilities by reason of ownership of that Lot during the period of delegation. Guests of an Owner may use such facilities only in accordance with rules and regulations adopted by the Board, which rules and regulations may limit the number of guests who may use such facilities. The Board may also promulgate rules and regulations limiting the use of the Master Association Property to co-owner and his immediate family with respect to any Lot in co-ownership.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN MASTER ASSOCIATION**

Section 1. Membership in Master Association. Every Owner shall be a member of the Master Association. Every Owner shall also be a member of the Recreation Center, except as provided in Section 5 of this Article IV. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Owner shall promptly, fully and faithfully comply with and abide by the Architectural Design Guidelines, Bylaws and the rules and regulations adopted from time to time by the Board.

Section 2. Classes of Membership. The Master Association shall have such classes of voting membership, as follows:

1) Class A Membership: Class A membership shall be issued to those lot or unit owners who have purchased from Declarant (or Declarant's assigns) and their successors or assigns. There shall be one vote to each lot or unit added to the development.

2) Class B Membership: Declarant (or its successor or assigns) shall be entitled to 10 votes for each lot or unit that it owns, that have been added to the project. Declarant's rights to 10 votes shall be in force and effect for a period of 15 years from the date hereof, after which the vote shall be 1 vote per lot or unit. Declarant's voting privileges shall commence upon the filing of a final plat adding any particular phase to the development, and shall cease and be converted to a Class A Membership upon the conveyance of a lot or unit to an owner who is not a successor Declarant.

Section 3. Duty of Master Association. The Master Association, acting through the Board, shall have the sole and exclusive right and duty to manage, operate, control, repair, replace and restore the Master Association Property, together with the improvements thereon, including, without limitation, recreational facilities, security systems, trees, shrubs, plants, lakes and grass, all as more fully set forth in the Bylaws and the terms and conditions pursuant to which the Master Association owns the Master Association Property.

Section 4. Non-Liability of the Board. The Board shall act on behalf of and as the representative of the Owners as set forth in the Bylaws. However, no Member of the Board shall be individually or personally liable for the performance of or failure to perform any of his duties and responsibilities relating thereto, unless said Member fails to act in good faith.

Section 5. The parties acknowledge that certain lots were reserved, prior to the formation of the Master Association, and that such lot owners were given the right to join the amenity package, which the Association administers, or not, according to agreements presented by Declarant. Accordingly, the following lots shall be excluded from the right to use common properties and amenities of the Master Association, and shall not be required to pay dues and assessments, and shall have no voting rights as a Member of the Association, unless lot owners shall execute a recorded document dedicating their property to the terms of the Master Declaration. Notwithstanding the above, all of the other terms of the Master Association, including, but not limited to, Architectural Control and use and occupancy restrictions, shall apply to such lots. Those lot numbers are all of Lots 1-6, 12, 14-17, 19-24, 27-29, 31, 41, 42, and 60, CANYON VIEW RIDGE AT SUNBROOK

PHASE I and II, according to the Official Plat thereof on file in the Office of the Washington County Recorder, subject to the Declaration of Covenants, Conditions & Restrictions related thereto, also on file in the Office of the Washington County Recorder. At such time as the appropriate form is recorded dedicating the lots, they shall be deemed full members of the Master Association in the same manner as other lots.

**ARTICLE V
ASSOCIATION RULES**

Section 1. Use of Properties. The Board from time to time and subject to the provisions of these Covenants, Conditions, and Restrictions may adopt, amend and repeal rules and regulations to be known as the Association Rules governing the use of the Properties.

The following provisions shall govern the promulgation of the Association Rules authorized herein which shall include the establishment of a system of fines and penalties:

(a) The Board at its sole discretion shall recommend to the Owners such rules and regulations as are consistent with and in furtherance of existing laws, these Covenants, Conditions, and Restrictions and the Association's Articles of Incorporation and Bylaws. The initial Adopted Rules shall be adopted by the Declarant. Thereafter, the Board may adopt amendments, additions or deletions to the Association Rules which shall be made available to the Owners and which shall be effective thirty (30) days after adoption.

(b) The Board at its sole discretion shall recommend to the Owners a list of specific fines and penalties for the violation by any Owner of the provisions of these Covenants, Conditions and Restrictions, the Association's Articles of Incorporation, Architectural Design Guidelines, Bylaws and the Association rules. Upon the affirmative vote or written consent of the Board, such fines and penalties shall be binding on all Owners and shall be enforceable by the Board as a Special Assessment. Such a remedy shall not be deemed to be exclusive and the Board shall have other remedies as are provided for by applicable law, the Covenants, Conditions and Restrictions, Architectural Design Guidelines, the Association's Articles of Incorporation, Bylaws and the Association Rules.

(c) Any Association Rules promulgated pursuant to this Section shall provide that no fine or penalty shall be levied without the following procedural safeguards:

(1) A written statement of the alleged violations shall be provided to any Owner against whom such charges are made,

and such written statement shall provide a date on which the charges shall be heard;

(2) No proceedings under this Section shall be brought against any Owner unless such Owner shall have received a written statement of charges at least thirty (30) days prior to that hearing;

(3) The Board shall appoint a panel of three (3) capable persons (one of whom shall be designated a chairman) who may or may not be Owners, and who shall hear the charges and evaluate the evidence of the alleged violation;

(4) At such hearing the Owner so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses;

(5) The panel shall deliver to the Owner so charged within seven (7) days after the hearing, a written decision which specifies the fines or penalties levied, if any, and the reasons thereof.

(6) Should the Owner correct an alleged violation prior to the hearing date, the Board shall discontinue the proceedings against said Owner.

**ARTICLE VI
SECURITY SYSTEM**

Section 1. Operation by Master Association. The Board may operate and maintain security systems within the Master Association Property which may include a guard gate, or gates, security personnel and an alarm system to which the homes may be connected.

Section 2. Master Association Easement. The Master Association is hereby granted the right and easement to enter any Lot (but not the residence improved thereon unless such authority is specifically given in writing) in answer to an alarm or when circumstances reasonably cause security personnel to believe that a present security risk justifies such entrance.

Section 3. Management of Security Systems. The Master Association shall manage and control the security gate(s) and the other amenities of the security systems and the Board may promulgate reasonable rules and regulations regarding the usage by Owners and their guests of the security gate(s) and the type of alarms and other equipment which may be connected to the system.

Section 4. No Degradation of System. No owner shall do anything which shall degrade the effectiveness of the security system and each Owner shall exercise the greatest care so as not to lose any card key, remote control device or similar equipment which

might be used in relation to the security systems.

Section 5. No Warranty of Effectiveness. Neither Declarant nor the Master Association warrants that The Sunbrook Communities will be a fully secured project, nor do they warrant that the security systems will prevent criminal activity relative to, in or upon the properties.

Section 6. Security Personnel. The Board may employ security personnel and empower them to enforce these Covenants, Conditions and Restrictions, Association Rules and any other matter essential to the promotion of safety, enjoyment and use of the properties, provided that said personnel shall act strictly in conformance with and subject to any and all federal, state and local laws, statutes or ordinances relevant thereto.

**ARTICLE VII
COVENANT FOR ASSESSMENTS TO MASTER ASSOCIATION**

Section 1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessment described in this Article, together with the hereinafter provided for interest and cost of collection. All such amounts shall be, constitute, and remain (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the common areas or by abandonment of his Lot. Any such lien, however, shall be subordinate to the lien or equivalent security interest of any first Mortgage on the Lot recorded prior to the date any such common assessments are made. The Owner shall pay the assessments promptly when any expense assessments come due.

Section 2. Purpose of Assessments. Assessments levied by the Master Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of its members for the improvement, management, and maintenance of the Master Association Property, and the maintenance requirements pursuant to this declaration covering the Master Association Property. The use made by the Master Association of funds obtained from assessments may include, but shall not be limited to, payment of the cost of: insurance on the common areas; management and supervision of the common areas; establishing and funding of a reserve to cover major repair or establishing the cost of improvements within the common areas; and the cost of replacement of improvements within the common areas; and any expense necessary or desirable to enable the Master Association to perform or fulfill its obligations, functions, or purposes under this Declaration, the Architectural Design Guidelines, the Bylaws or its Articles of

Incorporation.

Section 3. Uniform Rate of Assessments. Except as may be otherwise provided in the Bylaws, both regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected through the subassociation on a monthly basis or otherwise as determined by the Board. The subassociation shall include in their assessment, the amount required to be paid to the Master Association, and remit the same to the Master Association.

Section 4. Special Assessments. In addition to the annual assessments, the Master Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the Master Association Property. Any such special assessment in excess of \$1,000 per lot or unit must be assented to by more than fifty percent (50% of all votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Special assessments under \$1,000 per lot or unit may be required in the discretion of the Board. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) days, but not more than thirty days, prior to the meeting date.

Section 5. Quorum Requirements. The quorum required for any action authorized by this Article V shall be as follows: at the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 4 above) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 6. Commencement of Assessments. The regular assessments provided for herein shall commence as to each Lot on the first day of the month following the first conveyance by Declarant of any such Lot in each respective subsequent Phase. It is not intended that regular assessments commence as a result of any conveyance of a Lot to a successor Declarant. Declarant shall have the right to cause regular assessments to commence earlier by recording a written notice of commencement of regular assessments with the County Recorder of Washington County, Utah, which describes the date of commencement and the affected Lots. Written notice of the regular assessment shall be sent to every Owner subject thereto. The amount and due dates of the regular assessments shall be sent to every Owner subject thereto. The amount and due dates of the regular assessment shall be established by the Board as provided for in the Bylaws.

Section 7. Effect of Nonpayment - Remedies. Any assessment 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 Lot, provided, however, that any such lien will be subordinate to the Lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments become due. The person who is the owner of the Lot at the time the assessment falls due shall be and remain personally liable for payments thereof. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, 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 equal to five percent (5%) of each delinquent amount due and the Master Association may, at its sole discretion, bring an action either against the Owner who is personally liable for such payment or to foreclosure of the lien against the Lot. Any judgment obtained by the Master Association shall include reasonable attorney's fees, court costs, and each and every other expense incurred by the Master Association in enforcing its rights. Inasmuch as the Master Association's regular assessment will be collected through the subassociation, the Master Association shall coordinate collection efforts with the subassociation, such that the subassociation shall have the primary responsibility in collection actions to include assertion of lien rights. However, the Master Association reserves the right to take such collection actions as it deems necessary in the circumstances.

Section 8. Release of Lien. Upon payment of delinquent assessment(s) concerning which a notice of assessment has been recorded or other satisfaction thereof, the Board shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof.

**ARTICLE VIII
DAMAGE AND DESTRUCTION OF MASTER ASSOCIATION PROPERTY**

Section 1. Duty of Master Association. In the event of partial to total destruction of the Master Association Property or any improvements thereon, it shall be the duty of the Master Association to restore and repair the same as promptly as practical pursuant to this Article VIII. The proceeds of any casualty insurance maintained pursuant to this Declaration shall be used for such purposes, subject to the prior rights of Mortgagees whose interest may be protected by said policies.

Section 2. Automatic Reconstruction. In the event that the amount available from the proceeds of any insurance policies for such restoration and repair, together with any uncommitted or unreserved capital of the Master Association, shall be at least ninety percent (90%) of the estimated cost of restoration and

repair, a Reconstruction Assessment against each owner at a uniform rate may be levied by the Master Association to provide the necessary funds for such reconstruction in excess of the amount of the available funds for such purpose. The Master Association shall thereupon cause the damaged or destroyed areas to be restored to substantially the condition the areas were in prior to the destruction or damage.

Section 3. *Vote of Owners.* In the event that the amount available from the proceeds of any insurance policies for such restoration and repair, together with any uncommitted or unreserved capital of the Master Association, shall be less than ninety percent (90%) of the estimated cost of restoration and repair the Master Association Property shall be replaced or restored unless two-thirds of the Owners, at a special meeting held for such purpose, disapprove of such replacement or restoration.

Section 4. *Excess Insurance Proceeds.* In the event any excess insurance proceeds remain after any reconstruction by the Master Association pursuant to this Article, the Master Association, at its sole discretion, may retain such sums in the general funds of the Master Association.

Section 5. *Use of Special Assessment Funds for Reconstruction.* All amounts collected for reconstruction as contemplated herein shall only be used for the purposes set forth in this Article VIII and shall be deposited by the Master Association in a separate bank account to be held in trust for such purpose.

Section 6. *Contract for Reconstruction.* In the event the Master Association undertakes the repair and restoration of the Master Association Properties, the Master Association shall contract with a licensed contractor or contractors who may be required to post a suitable performance or completion bond.

ARTICLE IX EASEMENTS

Section 1. *Blanket Easements.* There is hereby created a blanket easement upon, across, over and under the Property for ingress and egress installing, constructing, replacing, repairing, maintaining and operating all roads and utilities including, but not limited to, water, sewer, gas, telephone, electricity, television, cable, security systems, and communication lines and systems, and in addition thereto, for the use of emergency vehicles of all types. All water and sewer easements shall be in the name of St. George City.

Section 2. *Use of Master Association Properties.* Except for the use limitations provided in Section 3 of this Article IX, each Owner shall have the non-exclusive right to use the Master

Association Properties in common with all other Owners.

Section 3. Exclusive Use Rights. Certain areas of the Master Association Properties may be reserved by the Board for the exclusive control, possession and use of the Owner of a Lot. If such an area serves as access to and from two Lots, the Owners of the two Lots shall have joint control, possession and use of such portion of said area as reasonably serves both Lots.

Section 4. Security Barrier Easement. There is hereby created an affirmative easement in favor of the Master Association, its employees and agents, upon, over and across each Lot adjacent to the perimeter boundaries of the Properties for reasonable ingress, egress, installation, replacement, maintenance and repair of the security barrier located on the easement therefore as shown on the Plat.

Section 5. Developer Easement. There is hereby created an affirmative, non-exclusive easement in favor of Declarant for ingress and egress over all Master Association Properties, including without limitation private streets.

Section 6. Public Road Easement. There will be a seven foot six inch utility easement running parallel to the side of each and every road and in the side and rear of each lot as needed. All water and sewer easements shall be in the name of the City of St. George as herein referred to.

Section 7. Golf Overflight Easement. Declarant hereby dedicates and grants to the public a perpetual golf overflight easement over, across and upon all Common Property and all Lots located within Two Hundred (200) feet (at any point) of the Sunbrook Golf Course perimeter legal description. Furthermore, all Lot Owners within Sunbrook, their guests and invitees, agree to indemnify Declarant (its agents or employees), the golf course architect and the City of St. George (its agents and employees) from personal injury or property damage resulting from any person or property being struck by a golf ball within the golf overflight easement herein provided.

**ARTICLE X
ARCHITECTURAL AND LANDSCAPE CONTROL**

Section 1. Architectural Control Committee. There shall be an initial "Architectural Control Committee" (sometimes hereinafter "ACC") consisting of five (5) persons, each appointed by Declarant until all lots in the project are sold. Thereafter, the ACC shall be appointed to the Board of the Master Association. The ACC is hereby deemed to be an independent committee of the Board and shall be subject to all requirements of any Directors' and Officers' Liability Insurance obtained by the Master Association so that such members of the ACC are covered thereby; provided, however, ACC

members need not be members of the Board, or Owners in the Sunbrook project.

Section 2. Architectural Design Guidelines. The ACC shall establish reasonable procedural rules, regulations, restrictions, architectural standards, site data sheets and design guidelines all of which may be contained in that document known as the Master Architectural Design Guidelines for the Sunbrook Communities ("Design Guidelines"), which the ACC may, from time to time at its sole discretion, amend, repeal or augment. The Architectural Design Guidelines and Site Data Sheets are hereby incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all owners, or other persons as if expressly set forth herein. A copy of the current Design Guidelines shall at all times be a part of the Master Association's records. The Design Guidelines may include, among other things, those restrictions and limitations set forth below. It is contemplated that the Sunbrook project shall be platted in parts with different design themes. Accordingly, each separate subdivision shall have specific Site Data requirements which will reflect the design themes set by the Declarant.

(a) Time limitations for the construction, within specified periods after approval, of the improvements for which approval is required pursuant to the Architectural Design Guidelines.

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

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

Section 3. General Provisions.

(a) The ACC may assess reasonable fees in connection with its review of plans and specifications but is not required to do so.

(b) The ACC may delegate its plan review responsibilities, except final review and approval as may be required by the Design Guidelines, to one or more of its members or

architectural consultants retained by the ACC. Upon such delegation, the approval or disapproval of plans and specifications by such members or consultants shall be equivalent to approval or disapproval by the entire ACC.

(c) The address of the ACC shall be the address established for giving notice to the Master Association, unless otherwise specified in the Design Guidelines. Such address shall be the place for the submittal of plans and specifications and the place where the current Design Guidelines shall be kept.

(d) The establishment of the ACC and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in this Declaration, the Bylaws, the Design Guidelines or Master Association Rules.

(e) The ACC shall approve or disapprove any plans and specifications submitted to it in accordance with the Design Guidelines within such period as may be specified in the Architectural Design Guidelines.

Section 4. Approval and Conformity of Plans. 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 residence or other structure or improvement upon a Lot 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 therefore which have been submitted to and approved by the ACC and the City of St. George building representative in accordance with the Design Guidelines as to harmony of external design and location in relating to surrounding structures and topography.

Section 5. Non-Liability for Approval of Plans. Plans and specifications shall be approved by the ACC as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither ACC, the Members thereof, the Master Association, any Member, the Officers, the Board or the Declarant assume any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Neither the ACC, any Member thereof, the Master Association, the Officers, the Board, or the Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved

plans, drawings and specifications, (c) the development, or manner of development of any property within the Properties or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him, was taken in good faith. Approval of plans and specifications by the ACC is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

Section 6. Submission of Plans and Specifications. The plans and specifications for the construction of improvements are to be submitted to the ACC pursuant to this Declaration. The construction site during the course of the construction shall be maintained reasonably free of debris at the end of each working day. The construction shall be completed and the drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the ACC for approval. In the event of a violation of this restriction, the ACC may give written notice thereof to the builder and/or Owner of the Lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the receipt of said notice, the ACC may correct or cause to be corrected said violation.

Section 7. Inspection. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ACC.

(b) Within thirty (30) days thereafter, the ACC or its duly authorized representative, may inspect such improvement. If the ACC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance, and shall require the Owner to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the ACC shall notify the Board in writing of such failure. After affording such Owner notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncompliance improvement or remedy the noncompliance and the Owner shall reimburse the Master Association upon demand, for all expenses

incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board thereof shall levy a special lien assessment against such Owner for reimbursement.

(d) If for any reason the ACC fails to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

Section 8. No Waiver. The approval of the ACC to any proposal or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications, drawings or any matter whatever subsequently or additionally submitted for approval or consent.

Section 9. Reimbursement. The Members of the ACC shall receive no compensation for services rendered, other than reimbursement by the Master Association for reasonable expenses incurred by them in the performance of their duties hereunder.

Section 10. Liability. Neither Declarant nor the ACC, nor any member thereof, nor their duly authorized ACC representatives shall be liable to the Master Association or to any Owner or other person for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of the ACC. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the project generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 11. Move On. No structure of any kind shall be moved from any other place onto any Lot without the prior written permission of the ACC.

Section 12. Diligently Prosecute Work. The work of construction and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time, not to exceed twelve (12) months, in accordance with the requirements herein contained; provided, however, that the time for completion shall be extended

by the period of delays in construction caused by strikes, inclement weather or other causes beyond the control of the Owner. No building, except temporary storage and convenience facilities may be erected for workmen engaged in construction. Such temporary facilities shall be removed as soon as the construction is completed.

Section 13. Declarant Exemption. The ACC shall have no authority, power or jurisdiction over Lots or homes owned by Declarant, and the provisions of this Article shall not apply to Lots or homes owned by Declarant until such time as Declarant conveys title to the Lot to the purchaser thereof. This article shall not be amended without Declarant's written consent set forth on the amendment.

Section 14. Interpretation. All question of interpretation or construction of any of the terms or conditions in this Article shall be resolved by the ACC, and its decision shall be final, binding and conclusive on all of the parties affected.

Section 15. Violations. Subject to the provisions of Section 7 of this Article and in the event violation of these restrictions exists, or in the event of the failure of any individual Owner to comply with a written directive or order from the ACC, then ACC shall have the right and authority to perform the subject matter of such directive or order, including, if necessary, the right to enter upon the Lot and the cost of such performance shall be charged to the Owner of the Lot in question, which cost shall be due within five (5) days after receipt of written demand therefore, and may be recovered by the ACC in an action at law against such individual Owner. In any such action, the ACC shall also be entitled to costs, including reasonable attorney's fees.

Section 16. Obligation to Build Within a Set Period of Time. Except where extended by Declarant in writing, every Lot Owner shall have three (3) years, from the date of recording of the deed of conveyance from Declarant to that Lot Owner, to commence construction of a single-family residence on any Lot within Sunbrook. Once construction has started on a single-family residence, it shall be completed within twelve (12) months. In the event prior to final approval, the Architectural Control Committee determines that the residence cannot be completed within eight months, it may grant the Lot Owner an additional four (4) months to complete construction. To commence construction, a Lot Owner shall have obtained final approval of the Architectural Control Committee, a building permit from the City of St. George, and shall have started the construction of the foundation and/or cement slab upon which the residential dwelling shall be constructed. In the event the Lot Owner fails to commence construction within the time period set forth in this paragraph, the Lot Owner may apply in writing to the Architectural Control Committee within said three (3) year period for an extension of time to commence construction,

setting forth the period of time requested and the reason for said extension. The Architectural Control Committee must act upon said request within thirty (30) days after receipt or the request shall be deemed granted. However, if the Architectural Control Committee does not grant said extension, the Declarant, at its option, may repurchase said Lot, by notifying the Lot Owner of its intention to repurchase in writing, and tendering to the Lot Owner the amount of the gross sales price received by the Declarant from the first lot purchase of said Lot, together with interest thereon at eight percent (8%) per annum from date of sale to date of repurchase, less the amount, if any, required to satisfy any taxes, assessments, liens, charges or encumbrances accruing or encumbering said Lot after conveyance of the same to the Lot Owner.

**ARTICLE XI
SOIL CONDITIONS**

Section 1. Soils Test Required. No structure or other improvement shall be commenced on any Lot except that soil testing to detect the presence of expansive soils or other adverse soil conditions shall first be accomplished by a geotechnical engineer licensed by the State of Utah and approved by Declarant or the ACC. A list of approved geotechnical engineers shall be maintained by the ACC, and shall be available on request. Said soils test shall be submitted to the ACC along with the other required documents as set forth in Article X and the Architectural Design Guidelines.

Section 2. Positive Adverse Soils Test. No structure or other improvement shall be commenced or built on any Lot if expansive soils or other adverse soil conditions are detected unless and until a geotechnical engineer licensed by the State of Utah and approved by the Declarant or the ACC shall have first designed a foundation system for the structure or other improvement that will allow said structure or other improvement to safely withstand the pressures exerted by said soils on the structure or other improvement. A list of approved geotechnical engineers shall be maintained by the ACC, and shall be available on request. Said foundation design shall be signed and certified by said geotechnical engineer and shall be submitted to the ACC with the other required materials as set forth in Article X and the Architectural Design Guidelines.

Section 3. Compliance with Foundation Design. In cases where Lots have tested positive for expansive soils or other adverse soil conditions, the ACC shall have the authority to deny occupancy of the structure or other improvement until proof has been submitted to the ACC that said structure or other improvement shall have been built in conformity to the standards of the foundation design set forth in Section 2 above. Said proof shall consist of a letter from the same geotechnical engineer that designed the foundation addressed to the ACC stating that said geotechnical engineer has inspected said foundation and that said foundation has been built

to the specified design.

Section 4. Costs of the Soils Test, Design and Inspection: Costs associated with the soils testing, foundation design, inspecting, etc., shall be the sole responsibility of the Lot Owner.

Section 5. Non-liability for Approval of Foundation design. Neither the Declarant, the Master Association, the Officers, the ACC, the members thereof, or any Member shall be liable to the Owner for any defect in any foundation, structure or other improvement due to problems associated with expansive soils or other adverse soils conditions. All owners agree to assume any and all risks associated with building, including any risks associated with adverse soil conditions.

Section 6. Violations. If any Lot Owner shall violate the terms of this Article, the ACC shall have the right to obtain injunctive relief through a competent court to enjoin the violation of this Article, including enjoining a Lot Owner from occupying said structure or other improvement until said Lot Owner has complied with this Article. Said Lot Owner shall be responsible for reasonable costs, including attorney's fees, expended by the ACC to enforce the provisions of this Article.

ARTICLE XII USE AND OCCUPANCY RESTRICTIONS

Section 1. Type and Use. Each Lot may be used only for residential purposes and none other, except as may have been designated for club house, pro shop, sales office, utility easements, and commercial use in the Master Plan or as Declarant may, with proper authority and governmental approval, determine to designate as commercial or other use. Home Occupations may be allowed by a subassociation declaration. No building on side yards between a permanent dwelling and the property line of the adjacent lot will be allowed.

Section 2. Violation of Law or Insurance. No Owner shall permit anything to be done or kept in or upon his Lot or in or upon any Master Association Property which will result in the cancellation of insurance thereon or which would be in violation of any law.

Section 3. Signs. No sign of any kind shall be displayed to the public view or from any Lot or any Master Association Property without the approval of the Master Association or the ACC, except: (a) such signs as may be used by Declarant in connection with the development and sale of Lots in the Development; (b) such signs as may be required for traffic control and regulation of Master Association Property. No "For Sale" or "For Rent" sign may be posted on any lot; provided, however, an Owner may, in accordance

with applicable provisions of the Master Association Rules, be permitted to post one "For Sale" or "For Rent" notice in a form approved by the Board in a location specified for that purpose by the Board, which may be on a Master Association Property rather than on the Lot.

Section 4. Animals. Except for a reasonable number of commonly accepted household pets in accordance with the Master Association Rules, other animals shall not be kept, bred or raised within the Project. In no event shall any domestic pet be allowed to run free away from its Owner's Lot without a leash, or so as to create a nuisance. All such domestic pets must be registered with the Master Association and shall have proof of proper immunization presented with said registration. Dogs, regardless of whether restrained by a leash, shall not be allowed on the Golf Course. The ACC shall have the right to refuse entry of any dog or other animal deemed in their opinion to be a nuisance.

Section 5. Nuisance. No Owner or Member shall permit or suffer anything to be done or kept about or within his Lot, or on or about the Properties which will obstruct or interfere with the rights of other Owners. Occupants or Persons are not authorized to interfere with the use and enjoyment of the Master Association Property by any other person or annoy them by unreasonably noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any illegal act to be committed therein.

Section 6. Boats and Motor Vehicles. Except as specifically permitted by the Master Association Rules, (a) no boats, trailers, buses, motor homes, campers or other vehicles shall be parked or stored in or upon the Master Association Property or on private property for more than forty-eight (48) hours except within an enclosed garage as permitted by the Architectural Design Guidelines; (b) no vehicle shall be repaired or rebuilt in or on any Lot or upon the Master Association Property. The Master Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the Owner thereof in any manner consistent with the law.

Section 7. Lights. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot, which in any manner will allow light to be directed or reflected on the Master Association Property, or any part thereof, or any other Lot, except as may be expressly permitted by the Master Association Rules or the Architectural Design Guidelines. No tennis courts may be lighted, except in accordance with the rules and regulations imposed by the ACC. However, the tennis lights at the Recreation Center may be lighted until 10:00 p.m. each night.

Section 8. Antennas. No radio, television or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, shall be permitted

except as may be permitted by the ACC.

Section 9. Garbage. No garbage or trash shall be kept, maintained or contained in or on any Lot so as to be visible from another Lot or the Master Association Property, except during periodic pickup by trash haulers, or dumpsters, or similar containers used during construction. No incinerators shall be kept or maintained in or on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. In the case of construction, lots shall be kept free of unnecessary debris on a daily basis.

Section 10. Mining. No portion of the Property shall be used in any manner to explore for or remove any oil or other hydrocarbons or minerals of any kind or earth substance of any kind.

Section 11. Safe Conditions. Without limiting any other provision in this Article, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots or the Master Association Properties.

Section 12. Fires. Other than barbecues, in properly constructed barbecue pits or grills, and fire pits in compliance with the Master Association Rules and Architectural Design Guidelines, or as otherwise expressly permitted in the Master Association Rules, no open fires shall be permitted on the Lots nor shall any other similar activity or condition be permitted which would tend to create a nuisance or increase the insurance rates for the Master Association Property, or for other Owners.

Section 13. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on each Lot.

Section 14. No further Subdivision; Compounds. No Lot shall be divided or subdivided. Any Owner may own more than one Lot, and if contiguous, may be combined into a single home site with the consent of the City of St. George and the Declarant. Notwithstanding the above, Declarant reserves the right, unilaterally, to amend any plat to adjust lot lines by plat amendment to accommodate requests from owners or prospective owners or design changes, provided that all owners of lots directly affected by the change and their mortgagees shall consent.

Section 15. No Obstruction to Drainage. No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the land or within any area designed on a Plat, or

other binding document, as a "drainage easement."

Section 16. Entrance Gates. The Master Association may make reasonable rules relating to the right of entry through the entrance gates, but none restricting entry to Owners, their tenants and guests, or to prospective purchasers of homes or Lots invited by an Owner and/or Declarant, or other authorized users of the Golf Course facilities. Any entrance gate may be abandoned, or its hours of manned operation reduced to less than 24 hours per day or eliminated, at the discretion of the Master Association.

Section 17. Rental of Lots or Homes. An Owner who leases his Lot or Home to any person shall be responsible for assuring the compliance by his lessee with all of the provisions of this Declaration, the Articles, Bylaws, Master Association Rules, Architectural Design Guidelines, and appropriate St. George City Ordinances, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof. However, Owners agree to only lease their Lots or Homes to single families, not to groups of individuals, and not for less than thirty (30) days.

Section 18. Golf Course Lots or Parcels. The following restrictions shall apply to all Golf Course Lots or Parcels.

(a) All fencing along Golf Course Lots or Parcels shall be constructed and maintained in accordance with specifications established by the Declarant or the ACC for the purpose of preserving and protecting the views of Golf Course Land from all adjoining property.

(b) Any portion of a Golf Course Lot or parcel which is visible from neighboring property shall be kept neat, clean and free of weeds and refuse. Solar panels, TV antennas, TV dish antennas, air conditioning units, evaporative coolers or other similar devices or objects shall be placed in a manner to be not visible from neighboring property.

(c) All Golf Course Lots of Parcels shall be landscaped and maintained in accordance with the rules and regulations established by the Declarant, any subassociation, or the ACC. Such landscaping shall not be modified without prior approval of the ACC which Committee shall determine that such modification will not interfere with the view from neighboring property of that Lot or Parcel thus landscaped or of other Golf Course Lots or parcels.

(d) Within thirty (30) days of occupancy each Owner of a Golf Course Lot or Parcel shall install permanent draperies or suitable window treatments on all exterior windows. In no event shall windows be covered with paper, aluminum foil, bed sheets or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective

material shall be used as a window covering unless such material has been approved by the ACC.

Section 19. Golf Carts. The Master Association Rules may regulate the use of golf carts and similar vehicles on the private roads. Said use must conform to federal, state and local laws and ordinances.

Section 20. Party Walls. Except as hereinafter provided the rights and duties of Owners with respect to Party Walls between Lots and Parcels or Party Fences between Lots and Parcels shall be as follows:

(a) The owners of contiguous Lots or Parcels who have a Party Wall or Party Fence shall both have equal rights to use such Wall or Fence, provided that such use by one Owner does not interfere with the use and enjoyment of the same by the other Owner.

(b) Except as provided below, the cost of reasonable repair and maintenance of a Party Wall or a Party Fence shall be shared equally by the adjoining Lot Owners.

(c) In the event that any Party Wall or Party Fence deteriorates, is damaged or destroyed, it shall be the obligation of the Owner to promptly rebuild and repair the Party Wall or Party Fence.

Section 21. Overhead Encroachments. No trees, shrubs, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, the golf course or other area from ground level to a height of eight (8) feet without the approval of the ACC.

Section 22. Enforcement. The Master Association or its authorized agents may enter any Lot in which a violation of this Declaration exists and may correct such violation at the expense of the Owner of such Lot including reimbursement of all costs and reasonable attorney's fees (with or without litigation). Such expenses, and such fines as may be imposed pursuant to the Bylaws, Master Association Rules or Architectural Design Guidelines, shall be a special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of Article VI hereof. All remedies described in Article XVII hereof and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, Member, Occupant or other Person of any provision of this Article.

Section 23. Modification. The Board may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Properties and the Lots by reasonable rules and regulations of general application adopted by the Board from

time to time which may be incorporated into the Master Association Rules.

**ARTICLE XIII
INSURANCE**

Section 1. Insurance. The Master Association shall secure and at all times maintain the following insurance coverage:

(a) A policy or policies of fire and casualty insurance, with all risk endorsement, for the full insurable replacement value of all improvements comprising a part of the Master Association Properties. The name of the insured under each policy shall be in form and substance similar to: The Sunbrook Master Association for the use and benefit of the Lot Owners and Mortgagees as their interest may appear.

(b) A comprehensive policy or policies insuring the Owners, the Master Association, and its Directors, Board members, Officers, Agents, and Employees against any liability incident to the ownership, use or operation of the Master Association Properties which may arise among themselves to the public, and to any guests or tenants of the property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage (but not flood insurance inasmuch as the property is not in a flood area), liability for non-owned or hired automobiles, liability for property damage to others and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Such policies shall be issued on a comprehensive liability basis, shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced, and shall contain a "severalties of interest" clause or endorsement to preclude the insurer from denying the claim of an Owner in the development because of negligent acts of the Master Association or other Owners.

(c) In addition to the insurance described above, the Master Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with development similar to the property in construction, nature and use.

(d) The Master Association shall have the authority to adjust losses.

Section 2. Fidelity Coverage. The Master Association shall maintain fidelity coverage to protect against loss from dishonest acts on the part of the Board Members, Officers, Manager, Employees

of the Master Association and all others (including volunteers) who handle or are responsible for handling funds of the Master Association. Such Fidelity bonds shall:

(a) Name the Master Association as an obligee and as the name insured;

(b) Be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 1/2) times the Master Association's estimated annual operating expenses and reserves;

(c) Contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression, and

(d) Provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Master Association.

Section 3. Mortgage Clause. All policies of hazard insurance must contain or have attached the Standard Mortgagee Clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located.

ARTICLE XIV TAXES

It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Washington County. It is further recognized that each Owner of a Lot is a Member of the Association and as part of his monthly assessment will be required to pay to the Association his prorata share of such taxes. Notwithstanding anything to the contrary contained in this Declaration, or otherwise, Washington County shall be, and is, authorized to collect such prorata share (on equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot. To the extent allowable, Washington County is hereby directed so to do. In the event that the assessor shall separately assess Common Areas to the Association, the Board of Trustees may require, in its discretion a special assessment to pay such taxes, or they may be included in the regular assessment budget.

ARTICLE XV CONDEMNATION

In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, Utah Code Annotated (1953) as amended from time to time, shall apply. The Board shall give written notice of such

proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

**ARTICLE XVI
MAINTENANCE RESPONSIBILITIES**

Section 1. Master Association Maintenance. The Master Association shall maintain, repair and replace the Master Association Property and all improvements thereon.

Section 2. Owner Maintenance. Each Owner shall keep and maintain in good repair and appearance all portions of his Lot or parcel and improvements thereon, including, but not limited to, any fence which is on the Lot line and the residence located on his Lot. The Owner of each Lot shall water, weed, maintain and care for the landscaping located on his Lot (including removing weeds and debris from vacant lot(s)) so that the same presents a neat and attractive appearance unless such maintenance is delegated by the subassociation declaration, to the subassociation. No Owner shall, however, maintain or change any portion of his Lot which is covered by maintenance easement in favor of the Master Association or subassociation. If a Lot Owner puts in landscaping before building on the Lot, he shall be obligated to maintain said landscaping as set forth above. If said Lot is not maintained, the HOA shall have the right to maintain the same and the Owner will pay for any such maintenance, which cost shall be assessable to the Lot and constitute a lien against the lot, and a personal obligation of the then record owner of the Lot.

Section 3. Right of Entry. The Master Association, after reasonable notice to the Owner, shall have the right to enter upon any Lot in connection with any maintenance, repair or construction in the exercise of the powers and duties of the Master Association.

**ARTICLE XVII
RIGHTS OF MORTGAGEES**

Section 1. Payment of Taxes or Premiums by Mortgagees. Mortgagees may, jointly or severally, pay taxes or other charges which are in default and which may or have become a charge against the Master Association Property, unless such taxes or charges are separately assessed against the Owners, in which case, the rights of Mortgagees shall be governed by the provisions of their Mortgages. Mortgagees may, jointly or severally, also pay overdue premiums on casualty insurance policies, or secure new casualty insurance policies, or secure new casualty insurance coverage on the lapse of a policy for the Master Association, and Mortgagees making such payments shall be owed immediate reimbursement thereof from the Master Association.

Section 2. Mortgagee Curing Defaults. A Mortgagee who

acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is nondurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

Section 3. Approval of First Mortgagees. Unless seventy-five percent (75%) of the first Mortgagees (based on one vote for each Mortgage owned) have given their prior written approval, the Master Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, or encumber, sell or transfer the Master Association Property or this declaration, except in the case of dedication of easements or fee ownership for ingress, egress, utilities, fire protection and law enforcement.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) By act or omission, change, waive or abandon, any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of residences, the maintenance of the Master Association Property walks, common fences, driveways, or the upkeep of lawns and plantings in the project.

(d) Fail to maintain fire and extended coverage insurance on the Master Association Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) or on a declared basis with a non co-insurance clause.

(e) Use hazard insurance proceeds for losses to any portion of the Master Association Property for other than the repair, replacement or reconstruction of such Master Association Property.

ARTICLE XVIII ENFORCEMENT

Section 1. Master Association. The Master Association, on behalf of the ACC, 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 this Declaration.

Section 2. No Waiver. Failure by the Master Association, Declarant or Owner to enforce any provision of this Declaration

shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Mortgagee Protection. A breach of any of the covenants, conditions, restrictions or other provisions of this Declaration shall not affect or impair the lien or charge of any bona fide Mortgage made in good faith and for value of any Lot; provided, however, that any subsequent Owner of the Lot shall be bound to the provisions of this Declaration, whether such Owner's title was acquired by foreclosure or by a trustee's sale or otherwise.

ARTICLE XIX REMEDIES

Section 1. General Remedies. In the event of any default by any Owner, Occupant or other Person under the provisions of this Declaration, the Articles, Bylaws, Master Association Rules or Architectural Design Guidelines, the Master Association, or its successors or assigns, or its agents, the Declarant shall have each and all of the rights and remedies which may be provided for in this Declaration, the Articles, Bylaws, Master Association Rules or Architectural Design Guidelines, or which may be available at law or may prosecute any action or other proceeding against such defaulting Owner, Occupant or other Person for an injunction whether affirmative or negative, or for enforcement or foreclosure of the lien herein provided and the appointment of a receiver for the Lot and improvements thereon, or for damages, or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and improvements thereon, and to rent the Lot and improvements thereon, and apply the rents received to payment of unpaid Assessments and interest accrued thereon, and to sell the same as hereinafter in this Article XIX provided, or for any combination of remedies or for any other relief, all without notice and without regard to the value of the Lot or the solvency of such Owner. The proceeds of any such rental or sale shall first be paid to discharge court costs, other litigation costs, including without limitation, reasonable attorney's fees, and all other expenses of the proceedings and sale, and all such items shall be taxed against the defaulting Owner in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Owner.

Section 2. Expenses of Enforcement. All expenses of the Master Association or the Declarant, or other Person granted rights of enforcement hereunder, in connection with any action or proceeding described or permitted by this Article XIX, including court costs and reasonable attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon until paid, shall be charged to and assessed

against such defaulting Owner or other person and the Master Association shall have a lien as provided in Article VI therefore.

Section 3. Legal Action. In addition to any other remedies available under this Article XIX, if any Owner (either by his conduct or by the conduct of any Occupant of his Lot or family member, guest, or agent) shall violate any of the provisions of this Declaration, or the Articles, Bylaws, Master Association Rules or Architectural Design Guidelines, as then in effect, then the Master Association, the Declarant, or any affected or aggrieved Owner, shall have the power to file an action against the defaulting Owner for a judgment or injunction against the Owner or such other person requiring the defaulting owner or other person to comply with the provisions of this Declaration, or the Articles, Bylaws, Master Association Rules or Architectural Design Guidelines, and granting other appropriate relief, including monetary damages.

Section 4. Effect on Mortgage. Anything to the contrary herein notwithstanding, any breach of any of the covenants, restrictions, reservations, conditions and servitudes provided for in this Declaration, or any right of re-entry by reason thereof, shall not defeat or adversely affect the lien of any Mortgage upon any Lot, except as herein specifically provided. Each and all of said covenants, restrictions, reservations, conditions and servitudes shall be binding upon and effective against any lessee or Owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale, sale, deed in lieu of foreclosure or otherwise.

Section 5. Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that the Declarant (including without limitation any assignee of the interest of the Declarant hereunder) shall have any personal liability to the Master Association or any Owner or other person, arising under, in connection with, or resulting from (including without limitation) action or failure to act with respect to this declaration, except, in the case of the Declarant (or its assignee) to the extent of its interest in the Master Association Property, and, in the event of a judgment against the Declarant (or assignee thereof), no execution or other action shall be sought or brought thereon against any other asset, nor be a lien upon such other assets, of the judgment debtor.

**ARTICLE XX
NOTICES**

Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Master Association at the time of delivery or mailing. Any notice required or permitted to

be given to the Master Association may be given by delivering or mailing the same to the Managing Agent or the President of the Master Association.

**ARTICLE XXI
DECLARANT'S SALES PROGRAM**

Section 1. Sales Program. Notwithstanding any other provision in this Declaration until Declarant ceases to be a Lot Owner or the expiration of ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarant shall have the following rights in furtherance of any sales, promotions, or other activities designed to accomplish or facilitate the sale of all Lots or parcels owned by Declarant:

(a) Declarant shall have the right to maintain sales offices and model homes. Such office(s) and model homes may or may not be on Lots owned by the Declarant.

(b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place on the property, but any such devices shall be of a size and in a location as is reasonable and customary.

(c) Declarant shall have the right to use the Master Association Properties and facilities of the project to facilitate Lot or parcel sales, provided said use is reasonable as to time and manner.

(d) Declarant shall have the right from time to time to locate or relocate sales offices, model homes, and/or signs, banners or similar devices.

Section 2. Limitation on Improvement by Association. Until the occurrence described in Section 1 of this Article XIX, the Master Association shall not, without written consent of the Declarant, make any improvement to or alteration of any of the Master Association properties and facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Master Association Property as originally created or constructed by Declarant.

**ARTICLE XXII
ANNEXATION OF LOTS**

Section 1. Phase 1. Phase 1 is the first Phase of a projected multi-phase staged development as set forth in Recital D of this Declaration.

Section 2. Subsequent Phases. Declarant reserves the right to unilaterally add additional phases on the expansion property described at Exhibit B hereto, together with all property within one mile from the boundaries of the Exhibit B property (to which Declarant makes no claim of right, title or interest).

Section 3. Retail Purchaser. If, within fifteen (15) years of the date of the conveyance of a Lot by Declarant, Declarant should develop additional lands adjacent to the Development, such additional lands or any portion thereof may be made subject to this Declaration and added to and included within the jurisdiction of the Master Association by action of Declarant without the assent of Members of the Master Association. Said annexation may be accomplished by the recording of a Declaration of Annexation or by the recording of a separate declaration of Covenants, Conditions and Restrictions which requires Owners of Lots therein to be members of the Master Association. Subsequent Phases of the Development may be so annexed and made subject to this Declaration and added to and included within the jurisdiction of the Master Association by Declarant, without the assent of members of the Master Association, fifteen (15) years after close of escrow for sale of a Lot from Declarant to a purchaser within the last Phase to be annexed. The obligation of Lot Owners to pay dues to the Master Association shall not commence until the first day of the month following close of the sale of the Lot by Declarant to that particular Owner.

Section 4. Annexation to Master Association Property. Declarant may, during the time periods for annexation of additional Phases, transfer to the Master Association additional Master Association Property and the Master Association shall accept title and the obligation to maintain and repair the same.

Section 5. No Amendment. Article XXII may not be amended without Declarant's prior written consent.

ARTICLE XXIII GENERAL PROVISIONS

Section 1. Litigation. In the event any person or entity shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party of such litigation shall be entitled to costs of suit and such attorneys' fees as the Court may adjudge reasonable and proper. The "prevailing party" shall be the party in whose favor final judgment is entered.

Section 2. Declarant Exemption. Declarant is undertaking the work of construction and improvement of residential Lots and dwellings and incidental improvements upon the property described

in this Declaration, the completion of that work, and the sale, rental establishment and welfare of the Project as a residential community. In order that said work may be completed and the Lots be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on the Lots whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant, or its representatives from erecting, constructing and maintaining on any Lot such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing the Lots as a residential community and disposing of the same by sale, lease, or otherwise; or

(c) Prevent Declarant from conducting on any Lot its business of completing said work and of establishing a plan of disposing of the Lots by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs, flags, poles, banners, parking, advertisements and other facilities attendant to sales, leasing and other marketing activities on any of the Lots and the Master Association Property as may be necessary for the sale, lease or disposition thereof.

Section 3. Declarant's Right to Amend. Until all portions of the Land described in Exhibit "A" attached hereto, or until the right to enlarge the Development through the addition of tracts or subdivisions terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend the Master Declaration as may be reasonably necessary or desirable. Declarant may also remove any of the property described at Exhibit A which has not been platted or conveyed to the Association as common area.

Section 4. Expansion of Definitions. In the event the property is expanded the definitions used in the Declaration automatically shall be expanded to encompass and refer to the property as so expanded, e.g., "Properties" shall mean the real property described in Exhibit "A" of this Declaration plus any additional real property added by a supplementary Declaration, or by supplementary Declarations and reference to this Declaration shall mean this Declaration as so supplemented.

Section 5. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof.

Section 6. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of Law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or parcels in this Development, title to which is vested in the Declarant, shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber and include all of the then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

Section 7. Administration Rules and Regulations. The Board of Trustees shall have the power to adopt and establish by resolution, such building management and operational rules that they may deem necessary for the maintenance, operation, management and control of the Project.

Section 8. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

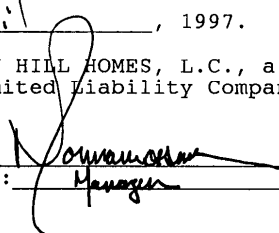
Section 9. Waivers. No provisions contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 10. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of this Declaration.

Section 11. Effective Dates. This Declaration and any amendment hereof shall take effect upon it being filed for record in the office of the County Recorder of Washington County, Utah.

Executed this 28th day of April, 1997.

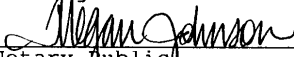
SUN HILL HOMES, L.C., a Utah
Limited Liability Company,

By: 
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 28th day of April, 1997, personally appeared
before me Norman Olsen, Manager of Sun Hill Homes,

L.C., a Utah limited liability Company, the signer of the foregoing document, who acknowledged to me that he executed the same pursuant to authority of the Members and Managers of Sun Hill Homes, L.C.



Notary Public

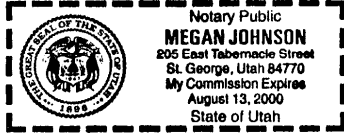


EXHIBIT A
PROPERTY DESCRIPTION

Parcel 1

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

Parcel 2

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

Parcel 3

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

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Parcel 4

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

Parcel 5

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

Parcel 6

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

Parcel 7

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

Parcel 8

Beginning at the West 1/4 Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base & Meridian and running thence North $89^{\circ}58'26''$ West, 221.80 feet along the Center Section Line; thence North $00^{\circ}09'37''$ West, 1,315.09 feet; thence South $89^{\circ}56'57''$ East, 221.80 feet to the West Line of said Section 27; thence South $00^{\circ}09'37''$ East, 10.62 feet along said section line to the 1/16 Corner; thence North $89^{\circ}45'06''$ East, 1001.95 feet along the 1/16 line; thence North $48^{\circ}37'47''$ East, 24.62 feet to a point on the South Line of Sunbrook Drive an 80.00 foot wide public street; thence along said public street as follows: South $83^{\circ}49'07''$ East, 268.43 feet to the point of curvature of a 525.00 foot radius curve; thence curving to the right 202.39 feet along the arc of said curve through a central angle of $22^{\circ}05'18''$; thence South $61^{\circ}43'49''$ East, 267.16 feet; thence departing Sunbrook Drive along the Sunbrook Golf Course Boundary as follows: South $85^{\circ}39'24''$ West, 396.93 feet; thence North $80^{\circ}52'11''$ West, 850.78 feet; thence South $85^{\circ}10'58''$ West, 480.23 feet to the West Section Line of said Section 27; thence South $00^{\circ}09'37''$ East, 105.00 feet along said section line; thence South $47^{\circ}44'48''$ East, 544.79 feet; thence South $81^{\circ}02'40''$ East, 1,113.58 feet; thence North $66^{\circ}20'45''$ East, 661.71 feet to a point on the South Line of said Sunbrook Drive, said point also being on a 461.86 foot radius curve, the radius point of which bears South $64^{\circ}36'25''$ West; thence departing said golf course boundary along the south line of Sunbrook Drive as follows: 57.39 feet along the arc of said curve through a central angle of $07^{\circ}07'08''$; thence South $18^{\circ}16'27''$ East, 208.52 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.77 feet along the arc of said curve through a central angle of $86^{\circ}33'45''$; thence South $68^{\circ}16'43''$ West, 4.87 feet; thence South $21^{\circ}43'17''$ East, 50.00 feet; thence North $68^{\circ}16'43''$ East, 4.99 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.28 feet along the arc of said curve through a central angle of $85^{\circ}26'26''$ to a point of reverse curvature of 604.02 foot radius curve, the radius point of which bears South $63^{\circ}43'09''$ West; thence curving to the left 240.25 feet along the arc of said curve through a central angle of $22^{\circ}47'22''$ to a point on the center section line; thence departing said Sunbrook Drive South $00^{\circ}57'03''$ East, 1,110.53 feet along said center section line; thence South $89^{\circ}50'58''$ West, 2,392.13 feet to the West Line of said Section 27; thence North $00^{\circ}04'17''$ West, 851.02 feet to the Point of Beginning. Containing 94.361 acres.

Parcel 9

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

Parcel 10

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

Parcel 11

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

Parcel No. 12

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

Parcel No. 13

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

Parcel No. 14

Beginning at a point on the North-South Center Section line North $00^{\circ} 57' 03''$ West, 1152.37 feet from the South $1/4$ corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence along said North-South Center Section Line North $00^{\circ} 57' 03''$ West 1771.77 feet to a point on the South Right-of-Way line of Sunbrook Drive, an 80.00 foot wide public street, said point being on a 604.02 foot radius curve, concave to the Northeast, the radius point of which bears North $40^{\circ} 55' 47''$ East; Thence along said South Right-of-Way line in the following six (6) courses: Southeasterly 72.21 feet along the arc of said curve through a central angle of $06^{\circ} 50' 58''$ to a point of compound curvature of a 692.10 foot radius curve, concave to the Northeast, the radius point of which bears North $34^{\circ} 04' 49''$ East; Thence Southeasterly 247.75 feet along the arc of said curve through a central angle of $20^{\circ} 30' 36''$ to the point of reverse curvature of a 25.00 foot radius curve, concave to the Southwest, the radius point of which bears South $13^{\circ} 34' 13''$ West; Thence Easterly and Southerly 37.53 feet along the arc of said curve through a central angle of $86^{\circ} 00' 06''$; Thence South $80^{\circ} 25' 41''$ East 50.00 feet to the point of curvature of a 25.00 radius curve, concave to the Southeast; Thence Northerly and Easterly 37.53 feet along the arc of said curve through a central angle of $86^{\circ} 00' 06''$ to the point of reverse curvature of a 692.10 foot radius curve, concave to the North, the radius point of which bears North $05^{\circ} 34' 25''$ East; Thence Northeasterly 156.92 feet along the arc of said curve through a central angle of $12^{\circ} 59' 25''$ to a point on the West boundary line of Sunbrook Golf Course Hole No. 2; Thence leaving said South Right-of-Way line and following said Sunbrook Golf Course boundary line as follows: South $27^{\circ} 17' 37''$ West 848.13 feet; Thence South $05^{\circ} 09' 26''$ West 556.25 feet; Thence South $06^{\circ} 47' 20''$ East 205.06 feet; Thence South $49^{\circ} 04' 00''$ West 95.62 feet to the point of curvature of a 52.51 foot radius curve, concave to the Southeast; Thence Southwesterly 45.84 feet along the arc of said curve through a central angle of $50^{\circ} 01' 03''$ to the North-South Center Section line and the point of beginning. Contains 7.897 acres.

Parcel No. 15

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

South 16° 16' 16" West; Thence Northwesterly and Southwesterly 41.84 feet along the arc of said curve through a central angle of 95° 53' 56"; Thence South 10° 22' 20" West 4.42 feet; Thence North 79° 37' 40" West 50.00 feet; Thence North 10° 22' 20" East 4.35 feet to the point of curvature of a 15.00 foot radius curve, concave to the Southwest; Thence Northwesterly 24.80 feet along the arc of said curve through a central angle of 94° 43' 33" to the point of compound curvature of a 500.50 foot radius curve, concave to the South, the radius point of which bears South 05° 38' 47" West; Thence 140.22 feet along the arc of said curve through a central angle of 16° 03' 08" to the point of reverse curvature of 250.00 foot radius curve, concave to the Northwest, the radius point of which bears North 10° 24' 21" West; Thence Southwesterly 30.65 feet along the arc of said curve through a central angle of 07° 01' 25" to the point of reverse curvature of a 250.00 foot radius curve, concave to the Southeast, the radius point of which bears South 03° 22' 56" East; Thence Southwesterly 89.64 feet along the arc of said curve through a central angle of 20° 32' 41" to the point of compound curvature of a 511.50 foot radius curve, concave to the Southeast, the radius point of which bears South 23° 55' 37" East; Thence Southwesterly 60.23 feet along the arc of said curve through a central angle of 06° 44' 48" from which the radius point bears South 30° 40' 25" East; Thence leaving said South Right-of-Way Line South 12° 29' 40" West 44.92 feet; Thence North 85° 00' 20" West 48.00 feet to a point on said South Right-of-Way line, said point being on a 511.50 foot radius curve, concave to the Southeast, the radius point of which bears South 38° 30' 29" East; Thence along said South Right-of-Way line as follows: Southwesterly 21.16 feet along the arc of said curve through a central angle of 02° 22' 14"; Thence South 49° 07' 17" West 218.16 feet to the point of curvature of 692.10 foot radius curve, concave to the Northwest; Thence Southwesterly 163.53 feet along the arc of said curve through a central angle of 13° 32' 17" to a point on the East boundary line of Sunbrook Golf Course Hole No. 2, from which the radius point bears North 27° 20' 26" West; Thence leaving said South Right-of-Way line and running along said Sunbrook Golf Course Boundary line as follows: South 24° 53' 50" West 216.09 feet; Thence South 15° 34' 08" West 158.00 feet; Thence South 16° 53' 37" West 423.25 feet; Thence South 14° 11' 06" West 155.06 feet; Thence South 26° 18' 22" East 190.71 feet; Thence North 74° 32' 49" East 113.52 feet; Thence North 16° 47' 54" East 166.09 feet; Thence North 75° 13' 57" East 293.20 feet; Thence North 09° 49' 09" East 255.00 feet; Thence North 34° 44' 35" East 150.90 feet; Thence North 90° 00' 00" East 104.70 feet; Thence South 02° 28' 30" West 107.50 feet to the point of curvature of a 325.00 foot radius curve, concave to the Northeast; Thence Southeasterly 159.91 feet along the arc of said curve through a central angle of 28° 11' 28" to the point of reverse curvature of a 275.00 foot radius curve, concave to the Southwest, the radius point of which bears South 64° 17' 02" West; Thence Southeasterly 119.26 feet along the arc of said curve through a central angle of 24° 50' 55" to the point of tangency; Thence North 89° 07' 57" East 50.00 feet to the point of curvature of a 325.00 foot radius curve, concave to the Southwest; Thence Northwesterly 140.95 feet along the arc of said curve through a central angle of 24° 50' 55" to the point of reverse curvature of a 275.00 foot radius curve, concave to the Northeast, the radius point of which bears North 64° 17' 02" East; Thence Northwesterly 135.31 feet along the arc of said curve through a central angle of 28° 11' 28" to the point of tangency; Thence North 02° 28' 30" East 68.07 feet; Thence North 90° 00' 00" East 66.11 feet; Thence leaving said Golf Course Boundary North 00° 52' 03" West 289.99 feet; Thence North 81° 00' 47" East 502.80 feet to a point on the Sunbrook Golf Course

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

Parcel No. 16

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

Parcel 17

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

Parcel 18

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

Parcel 19

Beginning at a point North 01° 01' 16" West, 942.855 feet along the Section Line from the Southwest corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, and running thence North 01° 01' 16" West, 1708.865 feet; Thence South 30° 08' 13" East, 1001.14 feet; Thence South 00° 08' 13" East, 502.07 feet; Thence South 55° 08' 13" East, 105.65 feet; Thence North 62° 35' 47" East, 253.29 feet; Thence South 37° 07' 28" West, 179.80 feet; Thence North 65° 21' 47" East, 69.92 feet; Thence North 25° 38' 13" West, 451.44 feet; Thence North 89° 51' 47" East, 210.93 feet; Thence South 30° 53' 13" East, 265.85 feet; Thence North 56° 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. Contains 21.919 acres.

Parcel 20

Beginning at a point North 89° 24' 02" East, 940.27 feet along the Section Line and North 0° 00' 00" East, 382.52 feet from the Southwest Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 30° 44' 14" West, 225.16 feet; thence North 51° 33' 45" West, 257.35 feet; thence North 30° 24' 12" West, 116.88 feet; thence North 59° 35' 48" East, 159.78 feet; South 30° 24' 12" East, 70.00 feet; thence South 72° 04' 06" East, 190.25 feet; thence South 09° 22' 20" East, 104.39 feet; thence South 70° 29' 21" East, 134.74 feet; thence South 49° 44' 42" East, 179.51 feet; thence South 87° 58' 56" East, 100.37 feet; thence North 62° 36' 47" East, 14.00 feet; thence South 74° 00' 39" East, 144.87 feet; thence South 60° 43' 55" East, 104.32 feet; thence South 22° 22' 06" West, 403.82 feet; thence South 52° 45' 55" West, 72.00 feet; thence South 90° 00' 00" West, 250.00 feet; thence North 0° 00' 00" West, 110.00 feet; thence North 41° 21' 28" West, 75.06 feet; thence North 82° 42' 35" West, 418.25 feet; thence North 31° 06' 12" West, 111.02 feet; thence North 30° 44' 14" West, 44.55 feet to the point of beginning. Containing 11.732 acres.

Parcel 21

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

Parcel 22

Beginning at a point South 00°09'37" East, 953.19 feet along the West Section Line and North 90°00'00" East, 1346.29 feet from the true Northwest Corner of Section 27, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being the Northeast Corner of a 66.00 foot wide Public Street, Emerald Drive, dedicated for public use by a "Declaration of Dedication" in favor of St. George City, Recorded _____ 1993 at Entry No. _____, Book _____, Page _____; replacing an earlier recording at Entry No. 398842, Book 639, Page 550; and running thence along said public street in the following two (2) courses: South 36°11'47" West, 1.76 feet; South 39°38'47" West, 75.98 feet; thence South 79°03'47" West, 90.17 feet; thence North 16°00'40" West, 81.65 feet; thence North 02°15'46" West, 497.61 feet; thence North 00°15'50" East, 107.24 feet; thence South 89°40'00" West, 510.20 feet; thence South 63°32'57" West, 616.62 feet; thence South 27°01'51" West, 195.31 feet; thence South 23°40'33" East, 9.99 feet; thence South 66°19'28" West, 284.91 feet; thence North 84°32'50" West, 94.58 feet; thence North 05°27'10" East, 110.0 feet to a point on a 175.00 foot radius curve, to radius point of which bears North 05°27'10"; thence Northwesterly 51.58 feet along the arc of said curve, concave to the Northeast through a central angle of 16°53'12"; thence North 22°20'22" East, 169.87 feet to a point on the Sunbrook Golf Course Boundary; thence along said Golf Course Boundary as follows: South 54°46'25" East, 13.35 feet; thence North 66°19'28" East, 129.20 feet; thence North 27°01'51" East, 188.00 feet; thence North 63°32'57" East, 406.27 feet; thence North 49°10'38" East, 179.24 feet; thence North 72°38'46" East 167.44 feet; thence North 89°40'00" East, 525.32 feet; thence North 42°07'30" East, 89.53 feet; thence North 00°00'00" East, 8.82 feet; thence North 67°55'22" East 56.35 feet; thence

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

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

Parcel 23

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

Parcel 24

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

Parcel 25

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

Parcel 26

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

Parcel 27

All of Lots 1 through 53, CANYON VIEW RIDGE SUBDIVISION AT SUNBROOK, PHASE 1, according to the Official Plat thereof on file in the Office of the Washington County Recorder.

Parcel 28

All of Lots 54 through 60, CANYON VIEW RIDGE SUBDIVISION AT SUNBROOK PHASE 2, according to the Official Plat thereof on file in the Office of the Washington County Recorder.

Parcel 29

All of Lots 1 through 26, THE FRENCH QUARTER AT SUNBROOK, A Subdivision according to the Official Plat thereof on file in the Office of the Washington County Recorder.