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RUSSELL SHIRTS # WASHINGTON CO RECORDER
2004 MAY 27 16:27 PM-FEE \$22.00 BY AMH
FOR: SUNCOR DEVELOPMENT

AFTER RECORDING PLEASE RETURN TO:

SUNCOR DEVELOPMENT COMPANY
Attention: Michael Gardner
2303 North Coral Canyon Blvd, Suite 200
Washington, Utah 84780

**DECLARATION OF ANNEXATION
AND TRACT DECLARATION
AREA 2, PHASE 2 SUBDIVISION, CORAL CANYON DEVELOPMENT**

THIS DECLARATION OF ANNEXATION AND TRACT DECLARATION (the "Tract Declaration") is made this 12th day of May, 2004, by SUNCOR DEVELOPMENT COMPANY, an Arizona corporation and THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION.

RECITALS:

A. Declarant has executed and caused to be recorded that certain Amended and Restated Residential Declaration of Covenants, Conditions, and Restrictions for Coral Canyon dated February 21, 2002 and recorded on April 3, 2002, as Entry No. 00759602, in Book 1459, page 1213, of the records of the Washington County, Utah Recorder and that certain First Amendment to Amended and Restated Residential Declaration of Covenants, Conditions, and Restrictions for Coral Canyon dated July 16, 2002, and recorded on July 23, 2002, as Entry No. 00774326, in Book 1477, page 121, of the records of the Washington County, Utah Recorder (as so amended, and as the same may be amended and supplemented in the future, the "Declaration").

B. The real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Annexable Property") is Coral Canyon Property intended for Residential Use and is subject to annexation into the Covered Property pursuant to Section 3.1 of the Declaration.

C. Article 3 of the Declaration contemplates that Tract Declarations for parcels of land will be executed and recorded periodically as the development of the Coral Canyon Property proceeds and Land Use Classifications are determined; and

D. Declarant now wishes to annex the Annexable Property to the Covered Property and impose on said Annexable Property the Land Use Classification hereinafter set forth as contemplated and permitted by the Declaration.

E. SITLA is joining in this Tract Declaration pursuant to Section 5.8(c) of the Development Lease and Section 2.5 of the Declaration.

NOW, THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

1. **Definitions.** Unless otherwise provided herein, all capitalized terms used in this Tract Declaration shall have the same meanings as set forth in the Declaration.

2. **Annexation.** The Annexable Property is hereby annexed to the Covered Property.

3. **General Declaration.** Declarant declares that all of the Annexable Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the Declaration and this Tract Declaration. This Tract Declaration shall be deemed a "Tract Declaration" pursuant to the terms and conditions of the Declaration and is subsidiary and supplemental to the Declaration, and the Annexable Property is "Covered Property" within the meaning of the Declaration. This Tract Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of the Covered Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of each portion of the Covered Property. This Tract Declaration shall run with the Annexable Property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and Residents and their respective successors in interest.

4. **Land Use Classification.** The permitted Land Use Classifications within the Property are established as follows:

(a) **Cluster Residential.** The Land Use Classification for the Lots is "Cluster Residential".

(b) **Common Area.** The Land Use Classification for the HOA Tracts is "Common Area".

5. **SITLA.** By executing this Tract Declaration, SITLA joins in and consents to this Tract Declaration pursuant to Section 5.8(c) of the Development Lease, for the purpose of subjecting the fee ownership interest in the Annexable Property to all of the terms, covenants, conditions, easements, restrictions, servitudes, and other provisions of this Tract Declaration. Any other provision of this Tract Declaration to the contrary notwithstanding, unless Declarant specifically assigns to SITLA, and SITLA specifically assumes, the rights and obligations of Declarant under this Tract Declaration, SITLA shall have no rights, obligations or liabilities as Declarant. Upon a termination of the Development Lease, SITLA shall have the right, but not the obligation, to succeed to the rights and obligations of Declarant by executing and recording an Assumption of Declarant's Rights and Obligations with the Washington County Recorder's office, whereupon SITLA shall be entitled to exercise all rights of Declarant under this Tract Declaration and shall be subject to all of the obligations of Declarant under this Tract Declaration. From time to time, as requested by Declarant, SITLA will join in such documents and instruments as are necessary or appropriate to effectuate or further the intents and purposes of this Tract Declaration. At such times as the Development Lease is in effect as to any portion of the Annexable Property and Declarant is the lessee of such portion of the Annexable Property, Declarant shall, solely for the purposes of this Tract Declaration, be deemed to be the fee owner of such Annexable Property and the Owner of such Annexable Property for all purposes of this Tract Declaration. At such time as Declarant is no longer the lessee of any portion of the

Annexable Property and SITLA is the fee owner of such portion of the Annexable Property, SITLA shall be deemed the Owner of such portion of the Annexable Property.

6. Incorporation of Recitals. The Recitals above are incorporated into and are a part of this Tract Declaration.

7. Amendments. This Tract Declaration may only be amended as provided in the Declaration. Any such amendment shall be recorded and shall be subject to applicable zoning restrictions.

8. Term. This Tract Declaration is effective as of the date of recordation and shall continue in full force and effect during such time as the Declaration is in effect. If the Declaration is terminated, then this Tract Declaration shall thereupon terminate.

9. Interpretation. This Tract Declaration shall be considered as an integral part of the Declaration and construed with the Declaration as if the provisions hereof were set forth therein as a section thereof. This instrument and the provisions hereof, shall run with the Annexable Property and shall be enforceable in accordance with and as a part of the Declaration.

10. Miscellaneous

(a) Interpretation of the Covenants. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Tract Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Tract Declaration.

(b) Severability. Any determination by any court of competent jurisdiction that any provision of this Tract Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

(c) Change of Circumstances. Except as otherwise expressly provided in this Tract Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Tract Declaration.

(d) Declarant's Disclaimer of Representations. Anything to the contrary in this Tract Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Washington County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of the Annexable Property can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

(e) No Warranty of Enforceability. While Declarant has no reason to believe that any of the provisions contained in this Tract Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or

**EXHIBIT A
LEGAL DESCRIPTION OF ANNEXABLE PROPERTY**

Area 2, Phase 2 Subdivision, Coral Canyon Development

Beginning at a point which is South $01^{\circ}11'11''$ East 955.22 feet along the West Section line and North $90^{\circ}00'00''$ East 58.38 feet from the West $\frac{1}{4}$ corner of Section 5, Township 42 South, Range 14 West of the Salt Lake Base and Meridian, and running thence North $73^{\circ}17'44''$ East 55.00 feet; thence North $82^{\circ}03'09''$ East 126.30 feet; thence North $79^{\circ}56'11''$ East 134.42 feet; thence North $08^{\circ}14'53''$ West 53.75 feet; thence North $79^{\circ}32'38''$ East 160.79 feet; thence North $08^{\circ}32'05''$ West 46.58 feet to the point of curvature of a curve to the left, said curve having a radius of 25.00 feet, thence Northwesterly 39.69 feet along the arc of said curve through a central angle of $90^{\circ}58'11''$ to a point on a radial line; thence along said radial line North $09^{\circ}30'16''$ West 55.00 feet; thence North $80^{\circ}29'44''$ East 6.10 feet to the point of curvature of a curve concave to the left, said curve having a radius of 25.00 feet, thence Northeasterly 41.30 feet along the arc of said curve through a central angle of $94^{\circ}39'23''$ to a point on a radial line; thence along said radial line North $75^{\circ}50'21''$ East 55.00 feet to a point on the arc of a curve concave to the right, said curve having a radius of 427.50 feet, thence Southeasterly 41.98 feet along the arc of said curve through a central angle of $05^{\circ}37'34''$ to the point of tangency; thence South $08^{\circ}32'05''$ East 32.50 feet; thence North $81^{\circ}27'55''$ East 145.00 feet; thence South $08^{\circ}32'05''$ East 267.03 feet; thence South $10^{\circ}30'40''$ East 92.33 feet; thence South $21^{\circ}16'05''$ East 178.64; thence South $62^{\circ}07'33''$ West 6.50 feet to the Northeasterly corner of Lot 412 as described in the "Coral Canyon Recreation Center Final Plat" recorded as Entry No. 783849 on October 3, 2002 in Book 1491, Page 1692 in the office of the Washington County Recorder, in said county, in the state of Utah; thence along the Northerly boundary line of said subdivision in the following five (5) courses: South $62^{\circ}07'33''$ West 124.00 feet along a radial line to a point on the arc of a curve concave to the right, said curve having a radius of 1124.00 feet, thence Northwesterly 27.09 feet along the arc of said curve through a central angle of $01^{\circ}22'51''$ to a point from which the radius point bears North $63^{\circ}30'23''$ East; thence South $63^{\circ}30'23''$ West 62.93 feet; thence South $88^{\circ}58'46''$ West 291.96 feet; thence South $02^{\circ}24'39''$ West 196.11 feet to a Northerly corner of the Coral Canyon Area 2 - Phase 1 Subdivision as shown on the "Coral Canyon Area 2 - Phase 1 Final Plat" recorded as Entry No. 863077 on February 3, 2004 in Book 1612, Page 2649 in the office of the Washington County Recorder, in said county, in the state of Utah, thence along said subdivision boundary in the following six (6) courses: South $40^{\circ}47'23''$ West 48.68 feet; thence along a radial line North $87^{\circ}53'25''$ West 125.64 feet to a point on the arc of a curve concave to the right, said curve having a radius of 672.50 feet, thence Northeasterly 46.53 feet along the arc of said curve through a central angle of $03^{\circ}57'50''$ to the point of reverse curvature of a curve concave to the left, said curve having a radius of 1027.50 feet, from which the radius bears North $83^{\circ}55'35''$ West, thence Northwesterly 187.61 feet along the arc of said curve through a central angle of $10^{\circ}27'42''$ to a point on a radial line; thence along said radial line South $85^{\circ}36'43''$ West 55.00 feet; thence South $89^{\circ}12'02''$ West 133.95 feet to the said West Section line of said Section 5; thence along said section line North $01^{\circ}11'11''$ West 121.93 feet; thence leaving said section line North $04^{\circ}33'07''$ West 55.00 feet along a radial line to a point on the arc of a curve concave to the left, said curve having a radius of 472.50 feet, thence Northeasterly 81.64 feet along the arc of said curve through a central angle of $09^{\circ}54'01''$ to the point of compound curvature of a curve to the left said curve having a radius of 25.00 feet from which the radius

point bears North $14^{\circ}27'08''$ West, thence Northeasterly 40.66 feet along the arc of said curve through a central angle of $93^{\circ}10'35''$ to the point of compound curvature of a curve to the left said curve having a radius of 972.50 feet from which the radius point bears South $72^{\circ}22'18''$ West, thence Northwesterly 51.67 feet along the arc of said curve through a central angle of $03^{\circ}02'38''$ to the point of reverse curvature of a curve concave to the right, said curve having a radius of 1027.50 feet, from which the radius point bears North $69^{\circ}19'40''$ East, thence Northwesterly 71.16 feet along the arc of said curve through a central angle of $03^{\circ}58'05''$ to the point of beginning.
Contains 8.4 acres.

Exhibit A