



COMMON INFRASTRUCTURE REIMBURSEMENT AGREEMENT

This Common Infrastructure Reimbursement Agreement (this “**Agreement**”) is entered into by and between CW THE SOLIS, LLC, a Utah limited liability company, and its successors or assigns (“**CW**”), and COTTONWOOD COMMUNITY ASSOCIATION, a Utah nonprofit corporation, and its successors or assigns (“**HOA**”), collectively known as the “**Parties**”, and may individually be referred to as a “**Party**”.

RECITALS

A. CW is the owner of certain real property within Washington County that is part of the master planned community known as “**Cottonwood Community**” governed by the Master Declaration of Covenants, Conditions, and Restrictions, for Cottonwood Community Association, as recorded with the Washington County Recorder on September 21, 2022, as Entry Number 20220043764 (“**Declaration**”).

B. The Parties desire to have certain common area amenities within the Cottonwood Community for the use, enjoyment, and benefit of the owners and residents of lots within the Solis Benefit Assessment Area of the HOA.

C. These common area amenities intended to be funded by this Agreement are listed or depicted in Exhibit A attached hereto (“**Amenities**”).

D. The HOA has determined that a delay in the construction of the Amenities will impair the successful development of the Cottonwood Community and satisfaction of its members.

E. CW is willing to construct and install the Amenities with the understanding that the HOA will reimburse CW for a portion of the costs of constructing the Amenities as provided under the terms of this Agreement.

F. The Parties acknowledge and understand that the Amenities will benefit the HOA, the lots within the Solis Benefit Assessment Area and would not be constructed for the Cottonwood Community absent this Agreement.

G. The HOA agrees that the Amenities will benefit the Cottonwood Community, is in the public interest, and will contribute to the health, safety, and welfare of the community at large.

H. The Amenities are part of the common planning, facilities, and infrastructure of the Cottonwood Community and the Solis Benefit Assessment Area.

I. CW, as is typical in all common interest developments during the period of declarant control, recognizes the inherent conflict of interest that it faces in promoting the development of the Cottonwood Community and ensuring the interests of the HOA. As a result of this conflict, CW desires to fully disclose the terms and material facts of this Agreement to all future and prospective residents.

J. In order to help establish a sound fiscal basis for the HOA, CW is willing to accept

reimbursement payments from the HOA for the construction costs of the Amenities advanced by CW through the HOA's "reinvestment fee" revenues attributable to the Solis Benefit Assessment Area lots rather than relying on the HOA's monthly, annual, or special assessment funding sources.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated herein and made a part of this Agreement, and the mutual covenants and agreements set forth herein, the Parties hereby covenant and agree as follows:

1. **Construction of Amenities.** CW shall ensure that the Amenities are constructed according to approved construction documents submitted with the building permit application for the respective improvements. CW's performance shall be satisfied upon completion of all necessary inspections and/or issuances of final approval or certificates of occupancy by the applicable governmental authority.

2. **Construction Costs/Reimbursement Amount.** CW shall advance the costs for the development and construction of the Amenities for the benefit of the HOA and the Solis Benefit Assessment Area. The Amenities may be constructed by CW, affiliates of CW, or other independent contractors. CW or its affiliates may perform work where it reasonably believes the results will be a cost savings or of benefit to the HOA. Regardless of the ultimate costs incurred for completion of the Amenities, under no circumstances will the amount of the HOA's obligation to reimburse CW exceed **\$3,100,000** (such amount being referred to herein as the "**Reimbursement**"), provided, however that the Parties acknowledge and understand that the Reimbursement may be augmented by an amendment to this Agreement if the scope of the Amenities changes.

3. **Pledge and Limited Recourse.** HOA hereby agrees to reimburse CW for the full amount of the Reimbursement as set forth herein. As collateral for the Reimbursement, the HOA pledges to CW all rights to levy and collect reinvestment fee payments from the lots within the Solis Benefit Assessment Area; all rights of the HOA to receive payments from owners, present or future, of Lots within the Solis Benefit Assessment Area of the project; all rights of the HOA to enforce the payment of reinvestment fees by lien with power of sale and in any other manner authorized by the HOA's governing documents and by applicable law ("**Pledged Collateral**"). The Pledged Collateral is hereby pledged, assigned and transferred, and a continuing security interest therein and in the HOA's lien rights against the Lots in the project is hereby granted and pledged to CW as security for the timely and complete payment of all sums due or to become due under this Agreement or by virtue of or in connection with any event of default. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that CW will look only to the Pledged Collateral for the repayment of the Reimbursement so long as the HOA continues to impose reinvestment fees at the rate set forth in Section 4. To the fullest extent allowed by law, CW waives recourse to any other sources of revenue or any assets or collateral other than the Pledged Collateral in order to satisfy the Reimbursement as long as the HOA remains in compliance with its obligations under Section 4 and this Agreement.

4. **Reinvestment Fee Amount.** The HOA shall collect a reinvestment fees of at least 0.5% of the value of the Lot for each transfer for which a reinvestment fee may be charged under Utah Code § 57-1-46 and the Declaration. The HOA agrees to pay at least fifty percent (50%) of

all monies collected on each reinvestment fee to CW until the Reimbursement is paid in full.

5. Solis Benefit Assessment Area. Only those reinvestment fees collected from lots within the Solis Benefit Assessment Area shall be used to repay the Reimbursement. At the time of execution of this Agreement the Solis Benefit Assessment Area is composed of all residential lots within SOLIS AT CORAL CANYON PHASE 1 through PHASE 4. However, it is intended that all additional lots that are annexed into the Solis Benefit Assessment Area shall also be subject to the reinvestment fee repayment obligations set forth in this Agreement, and the HOA's right to levy and collect reinvestment fees for those lots shall be part of the Pledged Collateral.

6. Payment Terms. At least fifty percent (50%) of each reinvestment fee collected by the HOA for the lots within the Solis Benefit Assessment Area shall be paid to CW towards the Reimbursement. The HOA may elect to pay more than one-half of the reinvestment fee to reduce the Reimbursement amount more expeditiously. HOA shall send payment to CW within thirty (30) days of collecting a reinvestment fee. Interest shall not accrue on the outstanding amount of the Reimbursement, except as otherwise provided herein.

7. Other Portion of Reinvestment Fee. The remaining portion of the reinvestment fee not distributed to CW may be retained by HOA and may be used by the HOA as it deems to be in its best interests and as allowed by applicable law.

8. Sub-Associations. The HOA oversees and governs the Cottonwood Community, which is a master planned community. There may be sub-associations created within the Cottonwood Community. If the lots within the Solis Benefit Assessment Area become part of a sub-association and the HOA elects to share reinvestment fees with such sub-association, then CW's 50% portion of the reinvestment fee shall be paid first prior to any distributions to the sub-association. After payment to CW, the remaining portion of the reinvestment fee may be apportioned between the HOA and a sub-association as the HOA determines.

9. Default. Upon a legally sufficient showing of the occurrence of an event of default, a non-defaulting party shall be entitled to all rights and remedies available at law or in equity, except as otherwise limited by the provisions of this Agreement. Any amount payable by any Party under this Agreement that is not paid within five (5) business days after any party gives the defaulting party notice that payment has not been timely made shall be delinquent, and such nonpayment shall constitute a default hereunder. In addition to all other remedies at law and in equity for such default, the past due amounts shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

10. Release of Collateral Interest. Upon full payment of the Reimbursement, CW shall release the collateral interest it holds in the Pledged Collateral, at which point in time, the full reinvestment fee may be retained by the HOA in perpetuity.

11. Term of This Agreement. The term of this Agreement shall continue until the Reimbursement is paid in its entirety, unless this Agreement is terminated by the mutual written agreement of both Parties.

12. No Partnership. Nothing contained in this Agreement shall be deemed to make the Parties hereto joint venturers or partners or to create any relationship of principal and agent, but rather the relationship of the Parties shall be that of separate independent parties, and no Party shall

have any authority, express or implied, to commit or bind the other parties without such Party's written consent. This Agreement is not intended to create a partnership or joint venture among the Parties under Utah law or for state or federal income tax purposes and shall not be so construed. Each Party hereby renounces the existence of any form of agency relationship, joint venture, or partnership between the Parties, and nothing herein shall be construed as creating such relationship between the Parties.

13. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Utah.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein and shall be of no further force or effect. No provision of this Agreement may be amended, waived, or added except by an instrument in writing signed by the Parties hereto.

15. Incorporation of Exhibits. All exhibits referred in this Agreement are incorporated herein by reference.

16. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single executed original as though all Parties had executed the same page.

17. Assignment. This Agreement may not be assigned by either Party and any attempt to do so shall be null and void.

18. Attorneys' Fees. In the event any Party to this Agreement commences arbitration or litigation for damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment against the defaulting party for an amount equal to reasonable attorneys' fees and court costs incurred by the prevailing party.

19. Amendment and Consents. No amendment, modification, supplement, termination, or waiver of any provision of this Agreement shall be effective, unless executed in writing by all Parties and then only in the specified instance and for the specific purpose given.

20. Notice. Any notice, payment, or instrument required or permitted by this Agreement to be delivered to any Party shall be deemed to have been received when personally delivered to that Party or seventy-two (72) hours following the deposit of the same in any United States Post Office, first class, postage prepaid, return receipt requested, or by fax or e-mail with successful delivery confirmation. The Parties shall keep each other updated as to the phone number, mailing address, email address, or fax number of each Party for notice purposes.

21. Covenants Running with Land/Successor of Interest. The Agreement and all rights and obligations contained herein shall be in effect whether or not any or all Parties to the Agreement have been succeeded by another entity, and all rights and obligations of the Parties' signatory to this Agreement shall be vested and binding on their successors in interest. The rights and obligations established under this Agreement shall constitute covenants that shall run with the land, and shall benefit and shall be binding upon those persons or entities having any right, title, or interest in and to either property, respectively, and their respective heirs, successors and assigns.

By acceptance of a deed of conveyance or any other instrument granting an interest in any portion of lots within the Solis Benefit Assessment Area, each grantee or transferee, including mortgagees taking by foreclosure, consents and agrees to be so bound. Recordation of a deed or other instrument granting an interest shall be conclusive evidence of such acceptance.

22. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement. In addition, in lieu of such void or unenforceable provision where applicable, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

23. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

24. Effective Date of Agreement. This Agreement shall become effective upon the execution hereof by all Parties.

IN WITNESS WHEREOF, the HOA has caused this Agreement to be executed by a duly authorized representative this 29th day of MAY, 2024.

COTTONWOOD COMMUNITY ASSOCIATION
a Utah nonprofit corporation

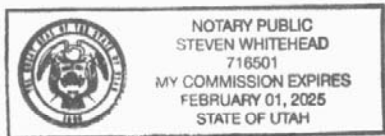
By: [Signature]

Name: Eric Day Eric Day

Title: HOA Pres.

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of MAY 2 2024, by ERIC DAY, in such person's capacity as the HOA PRESIDENT of Cottonwood Community Association, a Utah nonprofit corporation.



[Signature]
Notary Public

IN WITNESS WHEREOF, CW has caused this Agreeemnt to be executed by a duly authorized representative this 29th day of MAY, 2024.

CW THE SOLIS, LLC
a Utah limited liability company

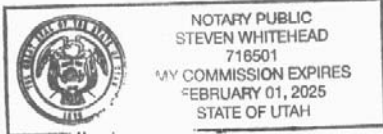
By: Chris White

Name: Chris White

Title: Authorized Agent

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of MAY 2024, by CHRIS WINTER, in such person's capacity as the AUTHORIZED AGENT of CW The Solis, LLC, a Utah limited liability company.



Steven Whitehead
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

All of **SOLIS AT CORAL CANYON PHASE 2**, according to the official plat on file in the office of the Washington County Recorder.

Including: Lots 41 through 71, and Open Space

More particularly described as:

SOLIS AT CORAL CANYON PHASE 2

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 01°17'40" WEST 266.24 FEET ALONG THE CENTER SECTION LINE OF SECTION 6, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTHEASTERLY ALONG A 332.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 48°06'05" EAST 65.21 FEET, CENTER POINT LIES SOUTH 36°16'17" WEST) THROUGH A CENTRAL ANGLE OF 11°15'17", A DISTANCE OF 65.31 FEET; THENCE EASTERLY ALONG A 25.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 83°57'49" EAST 33.12 FEET, CENTER POINT LIES NORTH 47°31'34" EAST) THROUGH A CENTRAL ANGLE OF 82°58'46", A DISTANCE OF 36.21 FEET; THENCE NORTH 54°32'48" EAST 71.42 FEET; THENCE SOUTH 35°27'12" EAST 130.00 FEET; THENCE SOUTH 09°11'53" EAST 311.41 FEET; THENCE SOUTH 01°29'02" WEST 123.77 FEET; THENCE SOUTH 88°30'58" EAST 6.72 FEET; THENCE SOUTH 01°29'02" WEST 130.00 FEET; THENCE SOUTH 16°06'23" EAST 127.71 FEET; THENCE SOUTH 38°04'08" EAST 297.87 FEET; THENCE SOUTH 33°11'34" EAST 119.79 FEET; THENCE SOUTH 14°49'34" EAST 122.39 FEET; THENCE SOUTH 06°17'28" WEST 77.40 FEET TO THE NORTH LINE OF SOLIS @ CORAL CANYON PHASE 1, AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: 1) WESTERLY ALONG A 172.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 82°22'00" WEST 8.08 FEET, CENTER POINT LIES NORTH 06°17'28" EAST) THROUGH A CENTRAL ANGLE OF 02°41'04", A DISTANCE OF 8.08 FEET, 2) NORTH 81°01'28" WEST 82.56 FEET, 3) NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 37°42'38" WEST 34.30 FEET, CENTER POINT LIES NORTH 08°58'32" EAST) THROUGH A CENTRAL ANGLE OF 86°37'39", A DISTANCE OF 37.80 FEET, 4) SOUTH 84°31'48" WEST 66.62 FEET, 5) SOUTH 08°58'32" WEST 15.56 FEET, 6) NORTH 81°01'28" WEST 113.20 FEET, AND 7) SOUTH 76°34'54" WEST 541.19 FEET; THENCE NORTH 13°25'06" WEST 328.30 FEET; THENCE NORTH 13°27'52" WEST 861.16 FEET TO THE NORTH SECTION LINE OF SAID SECTION 7; THENCE SOUTH 89°01'27" EAST ALONG SAID SECTION LINE 527.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 871,435 SQUARE FEET OR 20.01 ACRES.

All of **SOLIS AT CORAL CANYON PHASE 3**, according to the official plat on file in the office of the Washington County Recorder.

Including: Lots 72 through 110, and Open Space

More particularly described as:

SOLIS AT CORAL CANYON PHASE 3

BEGINNING AT A POINT THAT LIES SOUTH 89°03'04" EAST 1,263.79 FEET ALONG THE SECTION LINE AND SOUTH 1,085.71 FEET; FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 86°23'37" EAST 694.78 FEET TO THE WESTERLY LINE OF CORAL CANYON AREA 6 PHASE 1, AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 05°44'08" WEST 217.76 FEET, 2) SOUTHERLY ALONG A 715.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 15°50'23" EAST 525.84 FEET, CENTER POINT LIES SOUTH 84°15'52" EAST) THROUGH A CENTRAL ANGLE OF 43°09'02", A DISTANCE OF 538.48 FEET AND 3) SOUTH 52°35'07" WEST 112.35 FEET TO THE NORTHERLY LINE OF HIGHLAND PARK AT CORAL CANYON COMMUNITY 1, AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 67°54'54" WEST ALONG SAID NORTHERLY LINE 825.18 FEET; THENCE NORTH 63°58'55" WEST 68.71 FEET; THENCE NORTH 81°54'29" WEST 65.00 FEET THE NORTHERLY LINE OF SOLIS AT CORAL CANYON PHASE 1 AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY LINE OF SOLIS AT CORAL CANYON PHASE 1 THE FOLLOWING FIFTEEN (15) COURSES: 1) NORTH 13°13'03" EAST 25.55 FEET, 2) NORTH 75°11'47" WEST 96.19 FEET, 3) NORTH 14°48'02" EAST 33.98 FEET, 4) NORTH 17°43'08" EAST 3.50 FEET, 5) NORTH 75°11'56" WEST 95.18 FEET, 6) NORTH 14°48'04" EAST 23.26 FEET, 7) NORTH 75°11'56" WEST 150.00 FEET, 8) SOUTH 14°48'07" WEST 162.89 FEET, 9) SOUTHWESTERLY ALONG A 77.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 30°23'05" WEST 41.64 FEET, CENTER POINT LIES NORTH 75°11'56" WEST) THROUGH A CENTRAL ANGLE OF 31°10'02", A DISTANCE OF 42.16 FEET, 10) SOUTH 45°58'06" WEST 175.32 FEET, 11) NORTH 53°08'47" WEST 97.90 FEET, 12) NORTH 15°37'06" WEST 26.22 FEET, 13) NORTH 10°17'26" WEST 112.43 FEET, 14) NORTH 09°02'10" EAST 357.13 FEET, AND 15) NORTH 06°17'33" EAST 130.33 FEET; THENCE EASTERLY ALONG A 172.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 85°03'04" EAST 8.08 FEET, CENTER POINT LIES NORTH 06°17'28" EAST) THROUGH A CENTRAL ANGLE OF 02°41'04", A DISTANCE OF 8.08 FEET; THENCE SOUTH 86°23'37" EAST 77.10 FEET; THENCE NORTHEASTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 48°36'23" EAST 21.21 FEET, CENTER POINT LIES NORTH 03°36'23" EAST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE SOUTH 86°23'37" EAST 55.00 FEET; THENCE SOUTHEASTERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 41°23'37" EAST 21.21 FEET, CENTER POINT LIES SOUTH 86°23'37" EAST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE SOUTH 86°23'37" EAST 188.02 FEET; THENCE NORTHEASTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 47°34'24" EAST 21.59 FEET, CENTER POINT LIES NORTH 03°36'23" EAST) THROUGH A CENTRAL ANGLE OF 92°03'59", A DISTANCE OF 24.10 FEET; THENCE SOUTH 85°19'34" EAST 55.08 FEET; THENCE SOUTHEASTERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 42°19'13" EAST 20.87 FEET, CENTER POINT LIES SOUTH 88°14'49" EAST) THROUGH A CENTRAL ANGLE OF 88°08'48", A DISTANCE OF 23.08 FEET; THENCE SOUTH 86°23'37" EAST 185.49 FEET; THENCE NORTHEASTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 48°36'23" EAST 21.21 FEET, CENTER POINT LIES NORTH 03°36'23" EAST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE SOUTH 86°23'37" EAST 55.00 FEET; THENCE SOUTH 03°36'23" WEST 18.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 832,016 SQUARE FEET OR 19.10 ACRES.

All of **SOLIS AT CORAL CANYON PHASE 4**, according to the official plat on file in the office of the Washington County Recorder.

Including: Lots 111 through 153, and Open Space

More particularly described as:

SOLIS AT CORAL CANYON PHASE 4

BEGINNING AT A POINT THAT LIES SOUTH 89°03'04" EAST 1,162.41 FEET ALONG THE SECTION LINE AND SOUTH 514.63 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 75°11'57" EAST 688.82 FEET TO THE WESTERLY OF CORAL CANYON AREA 2 PHASE 1, AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 17°58'34" WEST ALONG SAID WESTERLY LINE 190.72 FEET; THENCE SOUTH 54°31'53" EAST ALONG SAID WESTERLY LINE 388.39 FEET TO THE WESTERLY LINE OF CORAL CANYON AREA 6 PHASE 1 AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE AND A 465.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 23°48'12" WEST 288.43 FEET, CENTER POINT LIES SOUTH 48°07'43" EAST) THROUGH A CENTRAL ANGLE OF 36°08'09", A DISTANCE OF 293.27 FEET; THENCE SOUTH 05°44'08" WEST ALONG SAID WESTERLY LINE 122.37 FEET TO THE NORTHEAST MOST CORNER OF SOLIS AT CORAL CANYON PHASE 3 AS ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE, THENCE ALONG THE NORTHERLY LINE OF SOLIS AT CORAL CANYON PHASE 3 THE FOLLOWING FOURTEEN (14) COURSES: 1) NORTH 86°23'37" WEST 694.78 FEET, 2) NORTH 03°36'23" EAST 18.22 FEET, 3) NORTH 86°23'37" WEST 55.00 FEET, 4) SOUTHWESTERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 48°36'23" WEST 21.21 FEET, CENTER POINT LIES NORTH 86°23'37" WEST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET, 5) NORTH 86°23'37" WEST 185.49 FEET, 6) NORTHWESTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 42°19'13" WEST 20.87 FEET, CENTER POINT LIES NORTH 03°36'23" EAST) THROUGH A CENTRAL ANGLE OF 88°08'48", A DISTANCE OF 23.08 FEET, 7) NORTH 85°19'34" WEST 55.08 FEET, 8) SOUTHWESTERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 47°34'24" WEST 21.59 FEET, CENTER POINT LIES NORTH 88°27'35" WEST) THROUGH A CENTRAL ANGLE OF 92°03'59", A DISTANCE OF 24.10 FEET 9) NORTH 86°23'37" WEST 188.02 FEET, 10) NORTHWESTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 41°23'37" WEST 21.21 FEET, CENTER POINT LIES NORTH 03°36'23" EAST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET, 11) NORTH 86°23'37" WEST 55.00 FEET, 12) SOUTHWESTERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 48°36'23" WEST 21.21 FEET, CENTER POINT LIES NORTH 86°23'37" WEST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET, 13) NORTH 86°23'37" WEST 77.10 FEET, AND 14) WESTERLY ALONG A 172.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 85°03'04" WEST 8.08 FEET, CENTER POINT LIES NORTH 03°36'23" EAST) THROUGH A CENTRAL ANGLE OF 02°41'04", A DISTANCE OF 8.08 FEET TO A POINT ON THE EASTERLY LINE OF SOLIS AT CORAL CANYON PHASE 2 AS ON FILE IN THE WASHINGTON COUNTY RECORDERS OFFICE; THENCE ALONG THE EASTERLY LINE OF SOLIS AT CORAL CANYON PHASE 2 THE FOLLOWING FOUR (4) COURSES: 1) NORTH 06°17'28" EAST 77.40 FEET 2) NORTH 14°49'34" WEST 122.39 FEET 3) NORTH 33°11'34" WEST 119.79 FEET, AND 4) NORTH 38°04'08" WEST 80.25 FEET; THENCE NORTH 51°55'52" EAST 155.00 FEET; THENCE SOUTH 38°04'08" EAST 51.61 FEET; THENCE NORTH 51°55'52"

EAST 97.68 FEET; THENCE NORTH 37°44'46" WEST 1.07 FEET; THENCE NORTH 52°44'25"
EAST 98.09 FEET; THENCE NORTH 37°15'35" WEST 21.73 FEET; THENCE NORTH 52°44'25"
EAST 55.00 FEET; THENCE SOUTH 37°15'35" EAST 55.00 FEET; THENCE NORTH 52°44'25"
EAST 89.61 FEET; THENCE SOUTH 15°04'42" WEST 16.06 FEET; THENCE SOUTH 14°48'03"
EAST 110.00 FEET; THENCE NORTH 75°11'57" EAST 153.00 FEET; THENCE SOUTH 14°48'03"
EAST 17.66 FEET; THENCE NORTH 75°11'57" EAST 117.81 FEET TO THE POINT OF
BEGINNING.

CONTAINING 862,118 SQUARE FEET OR 19.79 ACRES.

Parcel Numbers: W-SOL-1-HOA-A-CC