

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
and
RESERVATION OF EASEMENTS
for
THE DISTRICT RECREATION AMENITY

This Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for The District Recreation Amenity (the "Recreation Declaration") is executed by Summerlane Development, Inc. (the "Declarant").

RECITALS:

1. Summerlane At The District is a Utah planned unit development located in South Jordan, Utah developed by the Declarant ("Summerlane").

The Declaration of Covenants, Conditions and Restrictions for Summerlane was recorded in the office of the County Recorder of Salt Lake County, Utah (the "Summerlane Declaration"). A Plat Map of Summerlane was recorded concurrently therewith.

The legal description for Summerlane located in Salt Lake County, Utah is described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Promenade At The District is an expandable Utah condominium project located in South Jordan, Utah developed by the Declarant ("Promenade").

The Declaration of Covenants, Conditions and Restrictions for Promenade was recorded in the office of the County Recorder of Salt Lake County, Utah (the "Promenade Declaration"). A Plat Map of Promenade was recorded concurrently therewith.

The legal description for Promenade located in Salt Lake County, Utah is described on Exhibit "B" attached hereto and incorporated herein by this reference.

3. Summerlane and Promenade are adjoining developments (collectively "Combined Properties").

4. The Combined Properties will share the use of the Recreation Amenity.

5. The Recreation Amenity comprises an area of unique and distinctive terrain.

6. By subjecting the Recreation Amenity to this Recreation Declaration, it is the desire, intent and purpose of Declarant to create a recreational amenity and common space in which beauty shall be substantially preserved, which will both enhance the desirability of living at the Combined Properties and increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.

7. Declarant has constructed or is in the process of constructing certain improvements upon the Land described with particularity on Exhibit "C" attached hereto and incorporated herein by this

reference, including a clubhouse with such amenities as a pool, hot tub, workout facilities, play areas and other appurtenant facilities.

8. Declarant intends to sell, or is in the process of selling, to various purchasers the fee title to the individual Units and Lots at the Combined Properties.

9. Declarant desires, by filing this Recreation Declaration to submit the Recreation Amenity and all improvements now or hereafter constructed thereon to the provisions and protective covenants set forth herein.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1.1 Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Recreation Association.

1.2 Articles of Incorporation shall mean and refer to the Articles of Incorporation of the District Recreation Association, on file or to be filed with the Utah Department of Commerce.

1.3 Assessment shall mean and refer to any amount imposed upon, assessed or charged a Member of the Recreation Association.

1.4 Recreation Amenity shall mean and refer to the clubhouse, swimming pool and related recreational amenities located on the Land.

1.5 Recreation Assessment shall mean and refer to the assessment charged by the Recreation Association to its Members.

1.6 Recreation Association shall mean and refer to the District Recreation Association, a Utah nonprofit corporation with its sole members consisting of Summerlane Homeowners Association and Promenade Homeowners Association, each acting as a group.

1.7 Recreation Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the District Recreation Amenity.

1.8 Recreation Expense shall mean and refer to the common expenses of maintaining, repairing and replacing the Recreation Amenity, and administering the Recreation Association.

1.9 Summerlane At The District or Summerlane shall collectively and severally refer to the following items as the context requires:

1.9.1 Summerlane Association, which shall mean and refer to the Summerlane Homeowners Association, a Utah nonprofit corporation consisting of all of the Lot Owners in the Summerlane Neighborhood acting as a group.

1.9.2 Summerlane Declaration, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Summerlane At The District, a Utah planned unit development, recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.9.3 Summerlane Neighborhood, which shall mean and refer to all of the Lots and the Common Area comprising Summerlane, as are particularly described on Exhibit "A".

1.9.4 Summerlane Owners, which shall mean and refer to the Owner(s) of Lot(s) at Summerlane, as further described in the Summerlane Declaration.

1.9.5 Summerlane Permittees, which shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licenses, successors, and assigns of each Owner of a Lot at Summerlane.

1.9.6 Summerlane Plats, which shall mean and refer to those certain subdivision plats of Summerlane which have been or will be recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.10 Promenade At The District or Promenade shall collectively and severally refer to the following items as the context requires:

1.10.1 Promenade Association, which shall mean and refer to the Promenade Homeowners Association, a Utah nonprofit corporation consisting of all of the Unit Owners in the Promenade Neighborhood acting as a group.

1.10.2 Promenade Declaration, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Promenade at The District, an expandable Utah condominium project, recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.10.3 Promenade Neighborhood, which shall mean and refer to all of the Units and the Common Area comprising Promenade, as are particularly described on Exhibit "B".

1.10.4 Promenade Owners, which shall mean and refer to the Owner(s) of Unit(s) at Promenade, as further described in the Promenade Declaration.

1.10.5 Promenade Permittees, which shall mean and refer to all of the tenants, visitors, guests, invitees, family members, contractors, licenses, successors, and assigns of each Owner of a Unit at Promenade.

1.10.6 Promenade Plats, which shall mean and refer to those certain condominium plats of Promenade which have been or will be recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.11 Member shall mean and refer to the members of the Recreation Association, to wit: the Summerlane Homeowners Association and the Promenade Homeowners Association.

1.12 Neighborhood shall mean and refer to either the Summerlane development or the Promenade development, acting as a group in accordance with its declaration and plat(s).

II. MEMBERSHIP

2.1 **Membership.** The two Members of the Recreation Association are the Summerlane Homeowners Association and the Promenade Homeowners Association.

2.2 **Appointment of Delegate.** The Owners of Lots at Summerlane and the Owners of Units at Promenade, or their respective Board of Directors, shall elect, appoint, or designate three (3) Delegates to act as a Board of Delegates to manage the affairs of the Recreation Association, one of whom must be an Owner from Summerlane, one of whom must be an Owner from Promenade, and the third Delegate shall have an at-large status.

2.3 **Assignment or Transfer.** Membership in the Recreation Association may not be assigned, transferred, pledged or alienated in any way from its Neighborhood, and any attempt to do so shall be voidable by the Recreation Association.

III. VOTING

3. **Delegate Voting System.** The Recreation Association shall be operated under a representative Delegate voting system.

3.1 **Delegate Voting.** Each Delegate shall be entitled to cast one (1) vote on each issue or matter. At each meeting of the Recreation Association, each Delegate shall cast his or her vote in such manner as such Delegate may, in his or her sole reasonable discretion, deem appropriate, acting in the best interest of his respective Member; provided, however, that a Member shall have the authority to call special meetings of the Owners in its Neighborhood for the purpose of obtaining instructions as to the manner in which its Delegate is to vote on any particular issue. In the absence of such a governing provision in the Declaration or Bylaws governing the Neighborhood, a meeting may be called by the Delegate for the purpose of deciding how the Delegate shall vote, and the vote of a majority of the Owners represented at that meeting shall control the Delegate's vote on that issue. It shall be conclusively presumed for all purposes of the Recreation Association business that any Delegate casting votes on behalf of his Member will have acted with the authority and consent of all of the owners in the Neighborhood. All agreements and determinations lawfully made by the Recreation Association in accordance with the voting procedures established herein shall be deemed to be binding on all Members and their successors and assigns.

IV. EASEMENTS

4. **Grant of Easements.** Until such time as Declarant conveys the Land by special warranty deed to the Recreation Association, Declarant hereby grants to the Recreation Association a nonexclusive, perpetual, right-of-way and easement over, across and through the Recreation Amenity, together with the right to use, operate, maintain, repair and replace such Recreation Amenity.

4.1 **Common Use of Easement.** The easement created is to be used in common by each Neighborhood and its Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

4.2 **Private Easement.** The easement created is intended to be used as a private easement for the exclusive use and benefit of each Neighborhood and its Owners.

V. INSURANCE

5. **Liability Insurance.** The Recreation Association shall at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death, and property damage occurring on or about, or by reason of activities in, on or about the Recreation Amenity.

5.1 **Insurance Company.** The insurance shall be carried with a responsible company or companies licensed in the State of Utah.

5.2 **Amount of Insurance Coverage.** The limits of such liability policy shall be a combined single limit of not less than \$2,000,000.00 per occurrence and \$1,000,000.00 per person for bodily injury, death and property damage.

5.3 **Name Association as Insured.** Such liability insurance policy shall name the Recreation Association as the insured.

5.4 **Notice of Material Change or Cancellation.** Such policy of liability insurance shall give the Recreation Association not less than thirty (30) days prior written notice of any material change or cancellation of such insurance policies.

VI. MAINTENANCE

6. **Operation and Maintenance.** The Recreation Association shall have the power, authority, right, and duty to operate, maintain and keep in a state of good condition and repair, and replace the Recreation Amenity, and in so doing, the Recreation Association shall repair any damage it may cause to the property of any Neighborhood, and restore the property to its original condition, reasonable wear and tear excepted.

6.1 **Grant of Authority.** Declarant and the Members hereby authorize the Recreation Association to:

- a. Incur Recreation Expenses;
- b. Charge Assessments to the Members;
- c. Enter into contracts relating to the management, operation, maintenance, repair and replacement of the Recreation Amenity;
- d. Collect and deposit Assessments from the Members, and disburse common funds;
- e. Pay Recreation Expenses; and

- f. Take such further actions as may be reasonably necessary to perform its duties hereunder.

6.2 **Payment for Goods and Services.** All goods and services procured by the Recreation Association in performing its duties hereunder shall be paid for with common funds.

VII. ASSESSMENTS

7. **Assessments.** Each Member shall pay to the Recreation Association its share of the Recreation Expenses.

7.1 **Personal Obligation.** Each Member hereby covenants and agrees to pay its share of all Recreation Expenses, and all Assessments against his property.

7.2 **Computation of Assessments.** The Recreation Association shall base the annual Assessments upon budgeted estimates of the Recreation Expenses, and amounts required to establish an adequate reserve.

7.3 **Apportionment of Expenses.** Each Member shall pay to the Recreation Association its share of the Recreation Expenses, which shall be apportioned among the Members on a proportionate basis according to the number of Units and/or Lots constructed within each Member's respective Neighborhood.

7.4 **Budget.** The Recreation Association shall prepare and furnish to each Member an operating budget for the coming calendar year at least thirty (30) days prior to the beginning of each year.

7.5 **Books and Records.** The Recreation Association shall (a) keep books and records in accordance with generally accepted accounting practices, and (b) prepare monthly billing statements and/or ledgers for each Member detailing its share of the Recreation Expenses, and any other charges.

7.6 **Payment.** All Assessments and each Member's share of the Recreation Expenses shall be payable in twelve (12) equal monthly installments. Monthly invoices for each Member will be prepared by the Recreation Association or its designee. Payment of the Assessments must be made within thirty (30) days from the date the invoice is delivered to the Member. A late fee of \$50.00 may be assessed on all late payments. Default interest at the rate of 1.5% per month may be charged on the outstanding balance on all delinquent accounts.

7.7 **Reserves.** The Recreation Association shall establish and fund a reasonable reserve account or accounts for unforeseen operating expenses, major repairs, and capital improvements. In the event the reserve account falls below an amount considered acceptable by the Delegates, then, in its sole discretion and without any additional approval required, the Recreation Association may restore or replenish the account by an equitable increase in the monthly Assessment, a special Assessment, or any combination.

7.8 **Capital Asset Table.** The Board of Delegates shall establish and update at least annually a Capital Asset Table which shall list each major asset and physical improvement in the Recreation Amenity, as well as its expected useful life, the present cost of replacement, the estimated cost to replace the item at the end of its useful life, the percentage and amount of each Assessment designated for the

reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

7.9 **Analysis Report.** The Board of Delegates shall prepare and update at least annually a written Reserve Account Analysis, and make the report(s) available to the Members at the annual meeting of the Association.

VIII. MISCELLANEOUS

8.1 **Covenants to Run with Land.** This Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Declaration and the Members, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon each Member. Each Member hereby consents and agrees to be subject to and bound by this Recreation Declaration and all of the covenants, provisions and requirements hereof.

8.2 **Amendment.** Until the expiration of seven (7) years from the date of recordation of this Declaration in the office of the Salt Lake County Recorder ("Declarant's Period of Control"), this document may be modified unilaterally by the Declarant by filing for record in the office of the Salt Lake County Recorder a written instrument amending the Declaration signed by Declarant, and acknowledged. Thereafter, this document may only be amended with the unanimous consent of each Member expressed in a written instrument duly recorded.

8.3 **Partial Invalidity.** The invalidity or unenforceability of any portion of the Declaration shall not effect the validity or enforceability of the remainder hereof, and if any provision of this Declaration or the application thereof to any party to this Declaration, or circumstance should to any extent be invalid, the remainder of this Declaration or the application of such provision to any party to this Declaration, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.4 **Effective Dates and Duration.** This Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective until this Declaration is terminated and extinguished by a written Termination of Declaration filed with the Salt Lake County Recorder, and executed by all of the parties hereto.

8.5 **Dispute Resolution.** Any controversy or claim between or among the parties to this Declaration, including but not limited to those arising out of or relating to this Declaration or any agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of the Recreation Association or any Member be formally mediated and if such mediation fails to resolve the dispute, then with the unanimous consent of all of the parties hereto this dispute may be submitted to binding arbitration or the matter may be resolved judicially. If the parties decide to arbitrate or mediate and are unable to agree upon a Mediator or Arbitrator, then one shall be designated by a representative of the Utah State Bar Association.

8.6 **Captions.** The captions or headings which precede the paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

8.7 **Construction.** Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

8.8 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

8.9 **Enforcement and Attorneys Fees.** In the event of a material violation of this Declaration, the Manager, Board of Delegates or an aggrieved Member may bring an action for injunctive relief and/or damages. If this Declaration is referred to an attorney for interpretation or enforcement, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs, regardless of whether arbitration is commenced or a lawsuit is filed.

8.10 **Registered Agent.** The initial registered agent of the Recreation Association is Bryson D. Garbett. The initial registered office of the Recreation Association is at 273 North East Capitol Street, Salt Lake City, Utah 84103.

8.11 **Professional Manager.** The Recreation Association must be managed by a professional management company selected by the Board of Delegates (the "Manager").

IX. TERMINATION

9. **Transfer of Control and Maintenance of the Recreation Amenity upon Dissolution of the Recreation Association.** In the event of the dissolution of the Recreation Association, or any of the Members, the operation, control and maintenance of the Recreation Amenity shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner of a Unit or Lot within a Neighborhood shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Recreation Amenity and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the Recreation Amenity shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to the Owners as tenants in common.

X. DURATION

10. **Term.** This Declaration shall continue for a term of fifty (50) years from its date of recordation in the office of the Salt Lake County Recorder. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until a vote of greater than fifty percent (50%) of the Members determines that this Declaration shall terminate.

IN WITNESS WHEREOF, Declarant has executed this instrument the 30th day of July, 2009.

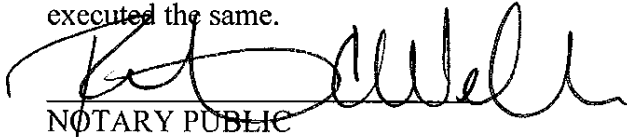
DECLARANT:

SUMMERLANE DEVELOPMENT, INC., a Utah corporation


By: Bryson Garbett, President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

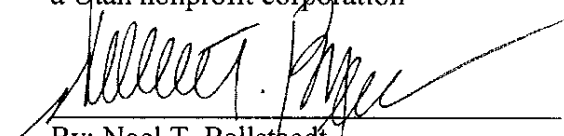
On the 30th day of July, 2009 personally appeared before me Bryson Garbett, who by me being duly sworn, did say that he is the President of SUMMERLANE DEVELOPMENT INC., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its board of directors or its Articles of Incorporation, and said Bryson Garbett, duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC



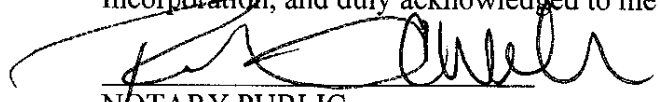
AGREED AND ACKNOWLEDGED BY THE MEMBERS:

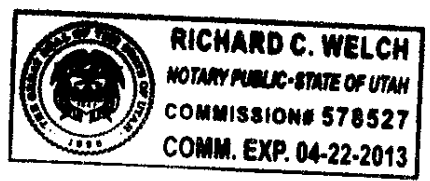
SUMMERLANE HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation


By: Noel T. Ballstaedt
Its: President

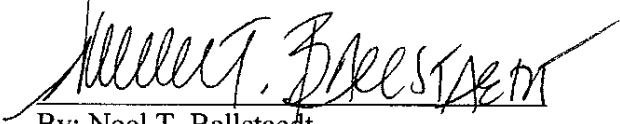
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 30th day of July, 2009 personally appeared before me Noel T. Ballstaedt, who by me being duly sworn, did say that he is the President of SUMMERLANE HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its board of directors or its Articles of Incorporation, and duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC

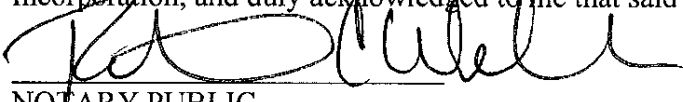


PROMENADE HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation


By: Noel T. Ballstaedt
Its: President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 30th day of July, 2009 personally appeared before me Noel T. Ballstaedt, who by me being duly sworn, did say that he is the President of PROMENADE HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its board of directors or its Articles of Incorporation, and duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC

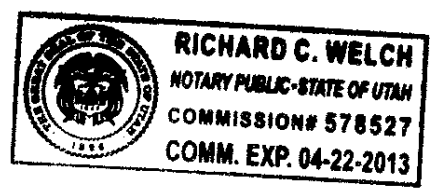


EXHIBIT "A"
LEGAL DESCRIPTION FOR
SUMMERLANE

All Lots and Common Area within SUMMERLANE AT THE DISTRICT, PHASE 1, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

All Lots and Common Area within SUMMERLANE AT THE DISTRICT, PHASE 2, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

All Lots and Common Area within SUMMERLANE AT THE DISTRICT, PHASE 3, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Lot 1, SUMMERLANE SUBDIVISION NUMBER 2, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

27-20-180-001

Summerlane at the District Ph 1

Exhibit "A"

Lot#	Tax Parcel#	Lot#	Tax Parcel#	Lot#	Tax Parcel#
7-7	27-20-178-003	8-1	27-20-178-037	16-4	27-20-178-072
7-6	27-20-178-004	9-1	27-20-178-038	16-3	27-20-178-073
7-5	27-20-178-005	9-2	27-20-178-039	16-2	27-20-178-074
7-4	27-20-178-006	9-3	27-20-178-040	16-1	27-20-178-075
7-3	27-20-178-007	9-4	27-20-178-041	17-6	27-20-178-076
7-2	27-20-178-008	9-5	27-20-178-042	17-5	27-20-178-077
7-1	27-20-178-009	9-6	27-20-178-043	17-4	27-20-178-078
10-6	27-20-178-010	9-7	27-20-178-044	17-3	27-20-178-079
10-5	27-20-178-011	9-8	27-20-178-045	17-2	27-20-178-080
10-4	27-20-178-012	9-9	27-20-178-046	17-1	27-20-178-081
10-3	27-20-178-013	11-6	27-20-178-047	18-6	27-20-178-082
10-2	27-20-178-014	11-5	27-20-178-048	18-5	27-20-178-083
10-1	27-20-178-015	11-4	27-20-178-049	18-4	27-20-178-084
13-8	27-20-178-016	11-3	27-20-178-050	18-3	27-20-178-085
13-7	27-20-178-017	11-2	27-20-178-051	18-2	27-20-178-086
13-6	27-20-178-018	11-1	27-20-178-052	18-1	27-20-178-087
13-5	27-20-178-019	12-6	27-20-178-053	20-1	27-20-178-088
13-4	27-20-178-020	12-5	27-20-178-054	20-2	27-20-178-089
13-3	27-20-178-021	12-4	27-20-178-055	20-3	27-20-178-090
13-2	27-20-178-022	12-3	27-20-178-056	20-4	27-20-178-091
13-1	27-20-178-023	12-2	27-20-178-057	20-5	27-20-178-092
19-8	27-20-178-024	12-1	27-20-178-058	20-6	27-20-178-093
19-7	27-20-178-025	14-1	27-20-178-059	21-1	27-20-178-094
19-6	27-20-178-026	14-2	27-20-178-060	21-2	27-20-178-095
19-5	27-20-178-027	14-3	27-20-178-061	21-3	27-20-178-096
19-4	27-20-178-028	14-4	27-20-178-062	21-4	27-20-178-097
19-3	27-20-178-029	14-5	27-20-178-063	21-5	27-20-178-098
19-2	27-20-178-030	14-6	27-20-178-064	21-6	27-20-178-099
19-1	27-20-178-031	14-7	27-20-178-065	22-1	27-20-178-100
8-6	27-20-178-032	15-1	27-20-178-066	22-2	27-20-178-101
8-5	27-20-178-033	15-2	27-20-178-067	22-3	27-20-178-102
8-4	27-20-178-034	15-3	27-20-178-068	22-4	27-20-178-103
8-3	27-20-178-035	15-4	27-20-178-069	22-5	27-20-178-104
8-2	27-20-178-036	15-5	27-20-178-070	22-6	27-20-178-105
		15-6	27-20-178-071	Common Area	27-20-178-106

Summerlane at the District Ph 2

Exhibit "A"

Lot#	Tax Parcel #	Lot#	Tax Parcel #
6-6	27-20-129-002	3-1	27-20-129-020
6-5	27-20-129-003	3-2	27-20-129-021
6-4	27-20-129-004	3-3	27-20-129-022
6-3	27-20-129-005	3-4	27-20-129-023
6-2	27-20-129-006	3-5	27-20-129-024
6-1	27-20-129-007	3-6	27-20-129-025
5-1	27-20-129-008	2-6	27-20-129-026
5-2	27-20-129-009	2-5	27-20-129-027
5-3	27-20-129-010	2-4	27-20-129-028
5-4	27-20-129-011	2-3	27-20-129-029
5-5	27-20-129-012	2-2	27-20-129-030
5-6	27-20-129-013	2-1	27-20-129-031
4-6	27-20-129-014	1-1	27-20-129-032
4-5	27-20-129-015	1-2	27-20-129-033
4-4	27-20-129-016	1-3	27-20-129-034
4-3	27-20-129-017	1-4	27-20-129-035
4-2	27-20-129-018	1-5	27-20-129-036
4-1	27-20-129-019	1-6	27-20-129-037
			Common Area 27-20-129-038

Summerlane at the District Ph 3

Exhibit "A"

Lot#	Tax Parcel #	Lot#	Tax Parcel #
27-10	27-20-179-002	26-1	27-20-179-045
27-9	27-20-179-003	26-2	27-20-179-046
27-8	27-20-179-004	26-3	27-20-179-047
27-7	27-20-179-005	26-4	27-20-179-048
27-6	27-20-179-006	26-5	27-20-179-049
27-5	27-20-179-007	26-6	27-20-179-050
27-4	27-20-179-008	26-7	27-20-179-051
27-3	27-20-179-009	26-8	27-20-179-052
27-2	27-20-179-010	26-9	27-20-179-053
27-1	27-20-179-011	26-10	27-20-179-054
29-11	27-20-179-012	28-1	27-20-179-055
29-10	27-20-179-013	28-2	27-20-179-056
29-9	27-20-179-014	28-3	27-20-179-057
29-8	27-20-179-015	28-4	27-20-179-058
29-7	27-20-179-016	28-5	27-20-179-059
29-6	27-20-179-017	28-6	27-20-179-060
29-5	27-20-179-018	28-7	27-20-179-061
29-4	27-20-179-019	28-8	27-20-179-062
29-3	27-20-179-020	28-9	27-20-179-063
29-2	27-20-179-021	28-10	27-20-179-064
29-1	27-20-179-022	28-11	27-20-179-065
31-11	27-20-179-023	30-1	27-20-179-066
31-10	27-20-179-024	30-2	27-20-179-067
31-9	27-20-179-025	30-3	27-20-179-068
31-8	27-20-179-026	30-4	27-20-179-069
31-7	27-20-179-027	30-5	27-20-179-070
31-6	27-20-179-028	30-6	27-20-179-071
31-5	27-20-179-029	30-7	27-20-179-072
31-4	27-20-179-030	30-8	27-20-179-073
31-3	27-20-179-031	30-9	27-20-179-074
31-2	27-20-179-032	30-10	27-20-179-075
31-1	27-20-179-033	30-11	27-20-179-076
33-11	27-20-179-034	32-1	27-20-179-077
33-10	27-20-179-035	32-2	27-20-179-078
33-9	27-20-179-036	32-3	27-20-179-079
33-8	27-20-179-037	32-4	27-20-179-080
33-7	27-20-179-038	32-5	27-20-179-081
33-6	27-20-179-039	32-6	27-20-179-082
33-5	27-20-179-040	32-7	27-20-179-083
33-4	27-20-179-041	32-8	27-20-179-084
33-3	27-20-179-042	32-9	27-20-179-085
33-2	27-20-179-043	32-10	27-20-179-086
33-1	27-20-179-044	32-11	27-20-179-087
			Common Area 27-20-179-088

EXHIBIT "B"
LEGAL DESCRIPTION FOR
PROMENADE

Lot 5, SUMMERLANE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Lot 2, SUMMERLANE SUBDIVISION NUMBER 2, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

27-20-176-007

27-20-177-008

EXHIBIT "C"
LEGAL DESCRIPTION FOR THE
RECREATION AMENITY

Lot 4, SUMMERLANE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

27-20-178-002