

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING LANDS LOCATED IN  
WASHINGTON COUNTY, UTAH

Entry No. 185195 Fee \$24.00

Recorded at Request of

SOUTHERN UTAH TITLE

Date JUL 11 1977 at 4:30 P.M.

Book 222 Page 491-504

*M. A. H.*  
Washington County Recorder

PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned is the owner of the following described real property located in Washington County, State of Utah, to wit:

See Exhibit "A" Attached Hereto.

said owner does hereby establish the nature of the use and enjoyment of all of the land described herein referred to as the "subdivision" and does hereby make provision for the development of water, roads and common facilities through a method of uniform assessment to be levied against all of the lands within the subdivision in the manner prescribed hereby and declares that all conveyances of portions of the said land shall be made subject to the following conditions, restrictions, impositions and stipulations.

PART B: COVENANTS AND USE RESTRICTIONS

1. Subdivision The land referred to in Exhibit "A" herein consists of sections and parts of sections as established by United States Government survey. All subdivision of these lands shall be in aliquot parts of said sections. That is, sections may be divided into half sections or quarter sections. Quarter sections may be divided into quarters thereof in such a manner as to provide a northeast quarter, a southeast quarter, a southwest quarter and a northwest quarter, which quarters constitute parcels of approximately 40 acres each. The said 40 acre parcels may be further subdivided, subject to the restrictions contained herein regarding frontage, into quarters thereof constituting parcels of approximately 10 acres each. No parcel shall be further divided or subdivided. Nothing contained herein shall permit the owner of any parcel to divide or subdivide said parcel in violation of the laws, ordinances and regulations of Washington County and the State of Utah.

2. Land Use Except as otherwise provided herein, no parcel shall be used except for agricultural or residential purposes and no buildings shall be erected, altered, placed or permitted to remain on any parcel other than one single family residence not exceeding two stories in height, a private garage, and such outbuildings not exceeding 25 feet in height as are usually necessary in connection with agricultural activities permitted hereby, all in accordance with the terms and conditions hereinafter set forth.

3. Minimum Lot Size No parcel shall be divided, subdivided, or in any way reduced in size or area creating any parcel containing less than 10 acres and no parcel shall have a frontage less than 330 feet on an established road or right-of-way, except for parcels traversed by State Highway 59 which are hereby designated as commercial parcels.

4. Single Family Residence Minimum Area No single family residence shall be permitted, on any parcel, which possesses a fully enclosed floor area, exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings, of less than ELEVEN HUNDRED, (1100) square feet.

5. Minimum Lot Line Setbacks No residence, garage or any structure in connection therewith shall be less than 25 feet from any road or right-of-way line. Barns, outbuildings and other accessory buildings shall not be less than 50 feet therefrom.

6. Rights-of-Way, Easements, Ingress and Egress A fifty foot perimeter right-of-way and easement for the installation and maintenance of access roads, utilities and drainage facilities is reserved hereby on all sides of each 40 acre parcel in the subdivision. Parcels of less than 40 acres are subject to a fifty foot right-of-way and easement on each side thereof which is common with and also a part of the perimeters of the forty acre parcels referred to herein. Within these rights-of-way and easements no fences, structures, planting or other material shall be placed or permitted to remain. In addition to the rights-of-way and easements specified herein, each parcel is subject to such special rights-of-way and special easements not in excess of fifty feet in width as necessary to provide access or utility service to adjoining

parcels. Said special rights-of-way and special easements shall be designated by the subdivision control committee, provided for herein, and shall be located in accordance with sound engineering and subdivision practices and in such a manner as to cause the least inconvenience or disruption to existing parcels or improvements thereon; provided, however, that at the expiration of five years from the date hereof no further special rights-of-way or special easements shall be established and all easements, roads and rights-of-way in existence at that time shall thereupon become permanent for the use, enjoyment, access, ingress and egress of all of the property owners of the subdivision.

The right to construct, install, service, repair and maintain water wells, pumps, storage facilities, pipes, valves and distribution systems is hereby reserved, including the right of permanent use of all land necessary therefor and such easements as necessary in connection therewith.

7. Temporary Structures No structure of a temporary character, including, but not limited to, camper, mobile home, trailer, tent, shack, garage, barn, basement or other outbuilding shall be used on any parcel at any time as a residence except as for such temporary periods as may be necessary during the time required for the construction of a single family residence or other permitted structure on said parcel, but in no event shall such temporary occupation exceed a period of one year.

8. Completion of Construction Construction of any improvement, whether single family residence, garage or outbuilding, shall be pursued diligently to completion and any improvements not so completed within two years after the beginning of construction or upon which construction has ceased for a period of ninety consecutive days or which have been partially or totally destroyed and not rebuilt within a period of two years from such destruction shall be deemed a nuisance. In such event the subdivision control committee may remove any such nuisance or repair or complete the same and the cost of such action shall be chargeable to the owner as a special assessment, and if unpaid shall be added to and become a part of the annual assessment to which such parcel is subject as further provided herein.

9. Occupancy of Residence No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

10. Nuisance No noxious or offensive activities shall be carried on within the subdivision nor shall anything be done therein which may be or may become an annoyance or a nuisance to land owners therein.

11. Prohibited Business Activities All business or commercial utilization of subdivision lands, except as specified herein, is hereby prohibited except for agricultural and other purposes incidental thereto. No other gainful occupation, profession or trade visible to the public shall be conducted thereon. Commercial swine or pig operations, commercial poultry operations, commercial cattle feeding operations and other similar agricultural pursuits which produce unsightly conditions or pollute the environment or the atmosphere are also hereby specifically forbidden. Parcels traversed by State Highway 59 may be used for such commercial purposes as the subdivision control committee may determine.

12. Parcel Maintenance All parcels referred to herein, whether occupied or unoccupied, and any improvements placed thereon, shall be maintained at all times in such a manner as will not constitute a hazard to health, safety or environmental quality or produce unsightly conditions which detract from subdivision values. If not so maintained, the subdivision control committee shall have the right to take whatever action is necessary to remedy such condition, and the cost of such action shall be chargeable to the owner of said lands as a special assessment and if unpaid shall be added to and become a part of the annual assessment to which such parcel is subject as further provided herein.

13. Garbage, Refuse Disposal, Salvage Items, Etc. No portion of any parcel shall be used or maintained as a dumping ground for garbage, refuse, rubbish, trash or other such waste. Waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Salvage items, commercial inventories, building materials, except during construction periods, or unsightly materials may not be stored on any portion of any parcel in public view or in view of other property owners.

14. Sewage Disposal No individual sewage disposal system shall be permitted on any parcel except a septic tank system approved by Washington County, Utah and the Utah State Board of Health and installed in accordance with applicable regulations and standards thereof.

15. Hunting The hunting and/or trapping of any animals is prohibited within the subdivision except to the extent necessary for the control of loss or damage to poultry, livestock, growing crops or ornamental plants by predatory animals and then only upon receipt of prior permission from the subdivision control committee and in conformance with such rules and regulations as are applicable issued by regulatory governmental entities having jurisdiction thereof.

16. Signs No sign of any kind shall be displayed to the public view on any parcel without the prior approval of the subdivision control committee except for one professional sign of not more than six square feet advertising the property for sale or lease.

17. Use of Roads, Rights-of-Way, Etc. All roads, rights-of-way, easements, etc. within the subdivision are hereby declared to be for the common use of all of the owners and occupants of said lands, notwithstanding the fact that the land underlying the same has not been dedicated, conveyed or accepted by any governmental agency for the purpose of establishing or maintaining said roads. Property owners over whose lands such roads, rights-of-way and easements exist shall be responsible for the payment of all taxes levied thereon. The subdivision control committee shall have the authority to establish the maximum permissible speed on any road or right-of-way within the subdivision.

18. Drilling and Mining No shafts, open excavations, drilling, quarrying or mining operations of any kind shall be permitted on any parcel.

19. Vehicle Storage No automobiles, trucks, trailers, motor homes, boats, farm equipment or other vehicles or equipment may be stored on any roads, rights-of-way or easements in the subdivision. No junk cars or other cars, trucks, vehicles or equipment not in an operable condition may be stored in public view.

20. Slope and Drainage Control No structure, planting, farming or other activities shall be allowed or permitted to remain which may damage or interfere with the established drainage patterns or which create erosion, sliding, flooding or which may alter or change the direction of flow of drainage channels or obstruct or retard the flow of water through such channels. Any property owner violating this restriction shall be liable for all damage resulting to adjoining property owners.

21. Compliance With Codes, Etc. No home, outbuilding or other structure shall be built or permitted to remain which does not meet specifications of local or state building codes then existing.

22. Roofing Material No tin, corrugated metal or shiny metal roofs shall be permitted on any house, garage, outbuilding, storage building or other structure.

23. Garage or Carport Required No home shall be built which does not include a garage or carport suitable for at least one vehicle.

24. Fuel Tanks, Rubbish Receptacles Every tank for the storage of fuel installed outside any building in the subdivision shall be buried below the surface of the ground or screened to the satisfaction of the subdivision control committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, road or easement serving the subdivision at any time except during refuse collections.

25. Architectural Control No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the subdivision control committee in order to insure compliance with the restrictions contained herein. The committee's approval or disapproval as required in these covenants shall be in writing.

#### PART C: SUNSHINE ACRES MUNICIPAL CORPORATION

1. Purposes For the purpose of acquiring, owning, holding and developing common assets and for providing necessary or desired municipal services all strictly within the subdivision, a Utah nonprofit corporation has been organized known as "Sunshine Acres Municipal Corporation." The purposes of this corporation are more specifically set forth in its Articles of Incorporation, a copy of which is attached hereto and made a part hereof, constituting Exhibit "B" hereto.

2. Membership As provided in its Corporate Articles, membership in the corporation is limited to the owners of parcels within the subdivision and is automatic with and

appurtenant to such ownership. Membership shall not be separated from the ownership of any parcel, nor shall any person who is a non-owner become a member.

3. Covenant for Maintenance Assessments Pursuant to the powers granted to it by its Articles of Incorporation and in accordance with these covenants, the Board of Trustees of Sunshine Acres Municipal Corporation is hereby expressly authorized and empowered to levy uniform annual and special assessments against all parcels in the subdivision and the undersigned hereby covenant and each owner of any parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the corporation such annual and special assessments. Special assessments may also be levied against a particular parcel in the subdivision when appropriate.

4. Liens The annual and special assessments referred to herein, together with interest, costs and reasonable attorney fees, if any, shall be a charge upon the land applicable thereto and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid when due, plus any other charges thereon, including interest as provided therein from the date of delinquency, and the cost of collection and attorney fees, if any, shall constitute and become a lien on the parcel so assessed when the Board of Trustees causes to be recorded in the office of the Washington County Recorder, State of Utah, a notice of assessment signed by the Secretary of the corporation, which notice shall state the name of the corporation, the principal place of business of the corporation, the date of the assessment, the delinquency date, the amount of such assessment, the interest rate and other applicable charges and the legal description of the parcel which has been assessed. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except for any governmental liens for taxes or other governmental assessments having statutory priority.

Conveyance of any parcel shall not affect any lien for assessments provided herein and such liens shall attach to the parcel and run with the land to all subsequent transferees. The lien provided for herein may be foreclosed in behalf of the corporation in a like manner as any trust deed and in such event the corporation may be the bidder at the foreclosure sale. The corporation may also pursue any other remedy which is available at law or in equity against the owner for the collection of any monies due as a result of such assessment.

The corporation shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof or to furnish municipal or utility services to any owner or any person claiming under them including subsequent assignees or transferees unless and until all such assessments and charges relating thereto have been paid.

5. Board of Trustees Constitutes Subdivision Control Committee For purposes of enforcement of these covenants, conditions and restrictions, a subdivision control committee is hereby established. The Board of Trustees of Sunshine Acres Municipal Corporation, as it may be constituted from time to time in accordance with its Corporate Articles, shall at all times constitute the subdivision control committee referred to herein.

6. Voting Each member of the corporation shall be entitled to one vote for each acre or fractional acre of land owned in the subdivision.

#### PART D: GENERAL PROVISIONS

1. Term The provisions, terms, covenants and restrictions of this declaration shall run with the land and shall be binding upon all parties and persons claiming an interest therein through the undersigned for a period of twenty years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each, unless and until an instrument duly executed by the President and Secretary-Treasurer of Sunshine Acres Municipal Corporation terminating said covenants in whole or in part has been recorded with the County Recorder of Washington County, Utah, certifying that the said termination has been approved by members holding a majority of the voting rights of the corporation.

2. Amendments This declaration may be amended by an instrument, duly executed by the President and Secretary-Treasurer of Sunshine Acres Municipal Corporation and recorded with the County Recorder of Washington County, Utah, certifying that the said amendment has been approved by members holding Three-Fourths (3/4) of the voting rights of the corporation.

3. Enforcement Enforcement of the terms and conditions of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The cost of such action shall be chargeable to the owner as a special assessment and if unpaid shall constitute and become a lien on the parcel so assessed and may be foreclosed according to the manner provided herein.

4. Annexation Additional lands may be annexed into Sunshine Acres Subdivision upon the concurrence of members of Sunshine Acres Municipal Corporation holding a majority of the voting rights therein when all other legal requirements therefor have been fully complied with.

5. Acceptance by Grantee or Subsequent Transferee Each grantee, purchaser or subsequent transferee of any parcel shall, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the undersigned, or subsequent owner, or transferee of such a parcel, accept such deed or contract upon and subject to each and all of the provisions of this declaration, including all amendments thereto and to the jurisdiction, rights, powers and privileges of the corporation. By acceptance of such deed or execution of such contract, such grantee, transferee, or purchaser shall for himself, his heirs, successors and assigns in interest, covenant, consent and agree to with the undersigned and with owners of each and all other parcels in the subdivision and their subsequent grantees, transferees or purchasers, to keep, observe, comply with, perform and be subject to all of the provisions and terms of this declaration.

6. Severability Each and every provision of this declaration is and shall be independent of and severable from any other provision herein. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain in full force and effect.

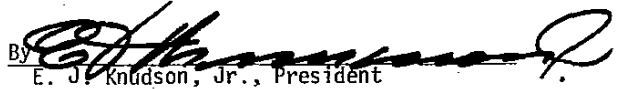
7. Waivers and Exemptions The subdivision control committee shall have the power to grant waivers and exemptions from any of the terms, covenants, conditions and restrictions contained herein based upon reasonable cause and without prejudice, when such waivers or exemptions are, in the opinion of the subdivision control committee, in the public interest or are not detrimental thereto. Such waivers and exemptions, if granted, may be revoked at any time thereafter in the event that the same result in any public nuisance or in the destruction of or pollution to the environment in the subdivision. Nothing contained herein shall permit the subdivision control committee to exempt any property owner from payment of each and every assessment due and payable as provided herein or resulting herefrom or to change the terms and conditions under which said sums are due and payable.

IN WITNESS WHEREOF, the undersigned has herein this 6th day of July, 1977 executed this Declaration of Covenants, Conditions and Restrictions.

ATTEST:

FIRST NATIONAL LAND RESERVE CORPORATION

  
L. M. Chatwin, Secretary

By   
E. J. Knudson, Jr., President

STATE OF UTAH )  
County of Salt Lake ) : ss.  
 )

I, Rebecca Thatcher, a notary public, hereby certify that on the 6th day of July, 1977, personally appeared before me E. J. Knudson, Jr. and L. M. Chatwin who being by me duly sworn did say, each for himself, that he, the said E. J. Knudson, Jr. is the president, and she, the said L. M. Chatwin is the secretary of First National Land Reserve Corporation, and severally declared that they are the persons who signed the foregoing Declaration of Covenants, Conditions and Restrictions Affecting Lands Located in Washington County, Utah as the duly authorized officers of First National Land Reserve Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of July, 1977.



Rebecca Thatcher  
Notary Public

Commission Expires: 9/24/80 Residing at: Salt Lake City, Utah

185195

0196

Exhibit "A" to Declaration of  
Covenants, Conditions and Re-  
strictions Affecting Lands Located  
in Washington County, Utah

EXHIBIT "A"

PARCEL 1: The West one-half of the Northeast quarter; the East one-half of the Northwest quarter; the Southwest quarter; and the West one-half of the Southeast quarter of Section 15, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 2: The Southeast quarter of the Southeast quarter of Section 16, Township 43 South, Range 11 West, Salt Lake Meridian, and beginning at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 16, and running thence North 50 rods; thence West 80 rods; thence South 50 rods; thence East 80 rods, more or less to the point of beginning.

PARCEL 3: The Northeast quarter and the North one-half of the Southeast quarter of Section 22, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 4: The North one-half of the Northwest quarter of Section 23, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 5: The West three-fourths of Section 28, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 6: The Southeast quarter of the Southeast quarter of Section 29, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 7: Sectional Lots 4, 9, and 10 in Section 30, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 8: The Northeast quarter and Sectional Lots 5, 6, 7, and 8 in Section 31, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 9: The Northwest quarter and the Northeast quarter of Section 32, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 10: The Northwest quarter; the West one-half of the Northeast quarter; and Sectional Lot Two (2), of Section 33, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 11: The Southeast quarter of the Southeast quarter of Section 24, Township 43 South, Range 12 West, Salt Lake Meridian.

PARCEL 12: The Southwest quarter of the Southeast quarter and the East one-half of the East one-half of Section 25, Township 43 South, Range 12 West, Salt Lake Meridian.

PARCEL 13: The South one-half of the Southwest quarter; the Southwest quarter of the Southeast quarter of Section 12, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 14: The Northwest quarter of Section 13, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 15: The Northeast quarter; the Southeast quarter of the Northwest quarter; and the Southwest quarter of Section 14, Township 43 South, Range 11 West, Salt Lake Meridian.

\* \* \* \* \*

185195

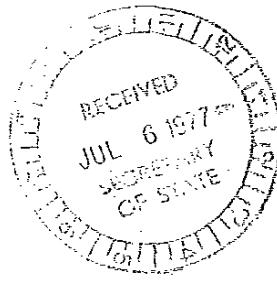
0497

Exhibit "B" to Declaration of  
Covenants, Conditions and Restrictions  
Affecting Lands Located in Washington  
County, Utah

ARTICLES OF INCORPORATION

OF

SUNSHINE ACRES MUNICIPAL CORPORATION



WE, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a nonprofit corporation under the Utah Nonprofit Corporation and Co-operative Association Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of this corporation is Sunshine Acres Municipal Corporation.

ARTICLE II

The duration of this corporation is perpetual.

ARTICLE III

This corporation is organized exclusively as a nonprofit corporation qualifying as a home owners association which is an organization exempt from federal income taxes pursuant to Section 528 of the Internal Revenue Code of 1954 as amended to date. All of the purposes for which this corporation is formed relate specifically and exclusively to certain lands located in Washington County, Utah, more particularly described in Exhibit "A" hereto, the same being hereinafter referred to as "Sunshine Acres Subdivision" or "the subdivision" (not a recorded subdivision of Washington County, Utah). The corporation is a residential real estate management association organized and operated to provide for the acquisition, construction, management, maintenance and care of common property or commonly used property within the subdivision and to provide for necessary or desired municipal services therein. In connection with the above stated general purposes, the following specific and additional purposes are hereby declared:

- (a) To acquire, own, hold and develop water and water rights.
- (b) To acquire, construct, equip, own, hold, operate, manage and maintain wells, pumps, water storage tanks, pipe lines, water systems and related items and in connection therewith to distribute, sell and dispense water.
- (c) To develop, construct, maintain and improve roads, streets, rights-of-way, easements, access ways, gates, curbs, gutters, sidewalks, drainage ways, storm drains, ditches, culverts, channels, dikes, flood control systems and similar facilities.

185195

0498

- (d) To acquire, own, hold, develop, administer, operate and maintain parks, playgrounds and recreational facilities.
- (e) To provide for municipal services desired by the residents of the subdivision, including, but not limited to, utility services, fire protection, garbage collection, street lighting and maintenance of common facilities, and to establish the rates, terms and conditions thereof.
- (f) To fix, levy, collect and enforce payment of, by any lawful means, charges and assessments upon all parcels in the subdivision and upon the owners thereof strictly for the purposes specified herein pursuant to the terms of a certain "Declaration of Covenants, Conditions and Restrictions" applicable to the said subdivision, recorded or to be recorded in Washington County, Utah, including all amendments thereto, as the same become effective hereafter.
- (g) To enforce covenants, conditions, restrictions, charges, easements and agreements existing upon or created for the benefit of the real property within the subdivision.
- (h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act of the State of Utah by law may now or hereafter have or exercise; provided, however, that the corporation shall not engage in any activity or exercise any power that is not in furtherance of the purposes stated herein, nor shall the corporation engage in any activity for profit which would jeopardize its nonprofit status.

#### ARTICLE IV

This corporation shall have members. Membership in the corporation is limited to the owners of parcels within the subdivision and is automatic with and appurtenant to such ownership. It shall not be separated from the ownership of any parcel nor shall any person who is a non-owner become a member. In the absence of other information to the contrary, the owner of public record of any parcel shall be deemed to be the owner thereof for membership purposes herein.

#### ARTICLE V

In accordance with the "Declaration of Covenants, Conditions and Restrictions" applicable to the subdivision and in furtherance of the purposes specified

herein, the Board of Trustees of the corporation is hereby expressly authorized and empowered to levy uniform annual and special assessments against all parcels in the subdivision and in accordance with said declaration each owner of any parcel in the subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the corporation such annual and special assessments. Special assessments also may be levied against a particular parcel in the subdivision when deemed equitable and appropriate by the Board of Trustees. The annual and special assessments referred to herein, together with interest, costs and reasonable attorney fees, if any, shall be a charge upon the land applicable thereto and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid when due, plus any other charges thereon, including interest as provided therein from the date of delinquency, and the cost of collection and attorney fees, if any, shall constitute and become a lien on the parcel so assessed when the Board of Trustees causes to be recorded in the office of the Washington County Recorder, State of Utah, a notice of assessment signed by the Secretary of the corporation, which notice shall state the name of the corporation, the principal place of business of the corporation, the date of the assessment, the delinquency date, the amount of such assessment, the interest rate and other applicable charges and the legal description of the parcel which has been assessed. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except for any governmental liens for taxes or other governmental assessments having statutory priority.

Conveyance of any parcel shall not affect any lien for assessments provided herein and such liens shall attach to the parcel and run with the land to all subsequent transferees. The lien provided for herein may be foreclosed in behalf of the corporation in a like manner as any trust deed and in such event the corporation may be the bidder at the foreclosure sale. The corporation may also pursue any other remedy which is available at law or in equity against the owner for the collection of any monies due as a result of such assessment.

The corporation shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof or to furnish municipal or utility services to any owner or any person claiming under them including subsequent assignees or transferees unless and until all such assessments and charges relating thereto have been paid.

All regular and special assessments shall be levied on a uniform per acre basis in such a manner that each acre is assessed the same amount as each other acre in the subdivision; provided, however, that the Board of Trustees may, when appropriate, levy special assessments against one or more specific parcels in connection with improvements made thereon or to be made thereon. Procedures in connection with the levying and collection of assessments shall be in accordance with applicable Utah law.

#### ARTICLE VI

The affairs of this corporation shall be managed by a governing board consisting of not less than three members. The members of the governing board shall be designated as "Trustees". Each Trustee shall be twenty-one years of age or more and shall be a property owner of one or more parcels in the subdivision; provided, however, that an officer, director or a duly appointed representative of any corporation which is a property owner within the subdivision shall also be qualified to serve as a Trustee. The number of Trustees constituting the initial governing board shall be three. The names and street address of the persons who are to serve as the initial Trustees of this corporation are:

E. J. Knudson, Jr. 2358 South 3600 West  
Salt Lake City, Utah 84119

Louis J. Barlow 2358 South 3600 West  
Salt Lake City, Utah 84119

Arthur R. Blackmore 2358 South 3600 West  
Salt Lake City, Utah 84119

The Trustees of this corporation shall serve for periods of two years and until their successors are elected and qualified by a majority vote of the members hereof. The Trustees shall have all powers granted by law to conduct the affairs of the corporation and shall serve without salary or other compensation. They may designate from among their number a President, a Vice-President and a Secretary-Treasurer and shall prescribe the duties of each.

#### ARTICLE VII

The name and street address of each incorporator is as follows:

E. J. Knudson, Jr. 2358 South 3600 West  
Salt Lake City, Utah 84119

Louis J. Barlow 2358 South 3600 West  
Salt Lake City, Utah 84119

Arthur R. Blackmore 2358 South 3600 West  
Salt Lake City, Utah 84119

185195

## ARTICLE VIII

The initial principal office of this corporation shall be located at 2358 South 3600 West, Salt Lake City, Utah 84119. E. J. Knudson, Jr. is the registered agent thereat.

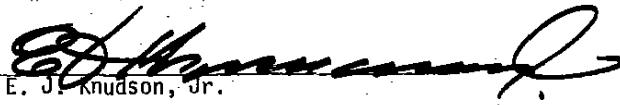
## ARTICLE IX

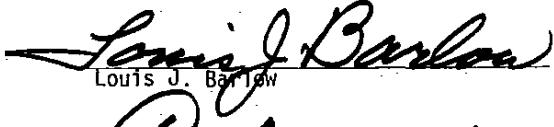
At all meetings of the members of this corporation, the number of members entitled to vote which are properly represented thereat, either in person or by proxy, regardless of how small the number may be, shall constitute a quorum, except as otherwise provided by law and an affirmative majority vote cast by said members shall be necessary for the transaction of all business thereat, except as otherwise provided herein or by law. On all voting each member shall be entitled to one vote for each acre or fractional acre of land owned in the subdivision.

## ARTICLE X

In the event of dissolution or winding up of this corporation, after all debts and obligations have been paid, any funds remaining shall be distributed to the members, each member receiving a prorata portion thereof based upon the number of acres owned in the subdivision. In the event there are any unpaid assessments or other charges, fees or obligations owed to the corporation by any members, such items shall be deducted from the funds which would normally be paid to such members and redistributed proportionally to all members as provided herein upon such final distribution.

IN WITNESS WHEREOF, we the undersigned incorporators have hereunto set our hands this 6th day of July, 1977.

  
E. J. Knudson, Jr.

  
Louis J. Barlow

  
Arthur R. Blackmore

185195

STATE OF UTAH )  
: ss.  
County of Salt Lake )

I, Rebecca Thatcher, a notary public, hereby certify  
that on the 6th day of July, 1977, personally  
appeared before me E. J. Knudson, Jr., Louis J. Barlow, and Arthur R. Blackmore,  
who being by me first duly sworn, severally declared that they are the persons  
who signed the foregoing Articles of Incorporation of Sunshine Acres Municipal  
Corporation as the incorporators thereof and that the statements therein are  
true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day  
of July, 1977.

  
Rebecca Thatcher  
Notary Public

My commission expires: 9/24/80 Residing at: Salt Lake City, Utah

Exhibit "A" to Articles of  
Incorporation of Sunshine :  
Acres Municipal Corporation.

EXHIBIT "A"

PARCEL 1: The West one-half of the Northeast quarter; the East one-half of the Northwest quarter; the Southwest quarter; and the West one-half of the Southeast quarter of Section 15, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 2: The Southeast quarter of the Southeast quarter of Section 16, Township 43 South, Range 11 West, Salt Lake Meridian, and beginning at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 16, and running thence North 50 rods; thence West 80 rods; thence South 50 rods; thence East 80 rods, more or less to the point of beginning.

PARCEL 3: The Northeast quarter and the North one-half of the Southeast quarter of Section 22, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 4: The North one-half of the Northwest quarter of Section 23, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 5: The West three-fourths of Section 28, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 6: The Southeast quarter of the Southeast quarter of Section 29, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 7: Sectional Lots 4, 9, and 10 in Section 30, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 8: The Northeast quarter and Sectional Lots 5, 6, 7, and 8 in Section 31, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 9: The Northwest quarter and the Northeast quarter of Section 32, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 10: The Northwest quarter; the West one-half of the Northeast quarter; and Sectional Lot Two (2), of Section 33, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 11: The Southeast quarter of the Southeast quarter of Section 24, Township 43 South, Range 12 West, Salt Lake Meridian.

PARCEL 12: The Southwest quarter of the Southeast quarter and the East one-half of the East one-half of Section 25, Township 43 South, Range 12 West, Salt Lake Meridian.

PARCEL 13: The South one-half of the Southwest quarter; the Southwest quarter of the Southeast quarter of Section 12, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 14: The Northwest quarter of Section 13, Township 43 South, Range 11 West, Salt Lake Meridian.

PARCEL 15: The Northeast quarter; the Southeast quarter of the Northwest quarter; and the Southwest quarter of Section 14, Township 43 South, Range 11 West, Salt Lake Meridian.

\* \* \* \* \*

185195