

DOC # 20110036257

Amended Restrictive Covenants Page 1 of 18
Russell Shirts Washington County Recorder
11/28/2011 04:22:46 PM Fee \$ 48.00
By JENKINS BRUCE C



Recorded at the Request of:
BlackRock Condominiums at Stonebridge
After Recording Mail to:
Vial Fotheringham SG, LLP
Attn: Bruce C. Jenkins
1173 South 250 West, Suite 308
St. George, UT 84770

AFFIDAVIT OF RECORDING

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE**

STATE OF UTAH

) ss.

County of Washington)

Affiant, being duly sworn, avers as follows:

That attached hereto is a true and correct copy of:

- (i) an amendment to the Declaration of Covenants, Conditions and Restrictions of BlackRock Condominiums at Stonebridge recorded on December 30, 2010 in the office of the Washington County Recorder, Washington County, Utah as Entry No. 20100044106.

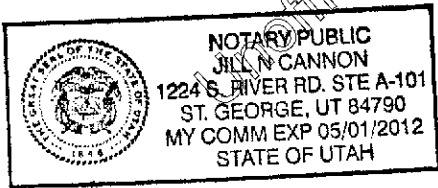
This Affidavit and its attachment are to be recorded in the office of the Washington County Recorder, Washington County, Utah, against the property described in Schedule 1 hereto.

Dated this 21st day of November, 2011

Mary Thompson
MARY THOMPSON, President
Management Committee

STATE OF UTAH,)
 :ss.
 County of Washington.)

On this 21st day of November, 2011, personally appeared before me Mary Thompson, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that she is the President of the BlackRock Condominiums at Stonebridge Management Committee, and that she executed the foregoing Affidavit of Recording on behalf of said Management Committee and the owners of property at BlackRock Condominiums at Stonebridge and that the Affidavit of Recording is the result of voting by the owners at BlackRock Condominiums at Stonebridge.



Jill Cannon
Notary Public

SCHEDULE 1

LEGAL DESCRIPTION

Beginning at a point being on the Southerly Corner of BLOCKROCK PHASE 5, said point being South 89°10'35" East 286.27 feet along the Section line and North 676.92 feet from the South Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running; thence along the Easterly line and the Southerly line of said BLACKROCK PHASE 5 the following Six (6) courses; thence North 10°36'58" East 93.86 feet; thence South 79°23'02" East 52.16 feet; thence South 79°23'02" East 63.16 feet; thence South 79°23'02" East 63.16 feet; thence Easterly 60.20 feet along an arc of a 637.69 foot radius curve to the right (center bears South 10°36'58" West long chord bears South 76°40'46" East 60.18 feet with a central angle of 05°24'33"); thence South 73°58'29" East 93.11 feet; thence Southeasterly 55.43 feet along an arc of a 32.00 foot radius curve to the right (center bears South 16°01'31" West long chord bears South 24°21'05" East 48.76 feet with a central angle of 99°14'49"); thence South 25°16'21" West 72.22 feet to the North line of Stonebridge Drive; thence Westerly 237.42 feet along an arc of a 1,017.50 foot radius curve to the left (center bears South 23°59'08" West long chord bears North 72°41'57" West 236.89 feet with a central angle of 132°10") along the North line of said Stonebridge Drive; thence North 79°23'03" West 42.52 feet along the North line of said Stonebridge Drive to the point of beginning.

Parcel No. SG-6-2-22-230

DOC # 20100044106

Amended Restrictive Covenants Page 1 of 9
Russell Shirts Washington County Recorder
12/30/2010 03:56:33 PM Fee \$ 30.00
By JENKINS BRUCE C

When Recorded mail to:
Vial Fotheringham SG, LLP
1173 South 250 West, Ste. 308
St. George, UT 84770

**AMENDMENT TO DECLARATION
(Insurance)
OF
BLACKROCK CONDOMINIUMS AT STONEBRIDGE**

This Amendment to Declaration of Covenants Conditions and Restrictions (Insurance) of BlackRock at Stonebridge is made and executed this 28th day of December, 2010, pursuant to Article 12, Section 12.4, of the DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE (the "Declaration"), recorded in the records of the Washington County Recorder on March 22, 2001, as Entry No. 00715332, in Book 14003, at Pages 2062-2089,

- as amended by the AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded April 2, 2001, as Entry No. 716505, in Book 1402, at Pages 1028-1029;
- as further amended by the AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded January 4, 2002, as Entry No. 748433, in Book 1445, at Pages 327-333;
- as further amended by the DECLARATION OF ANNEXATION FOR PHASE 2 AND AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded December 19, 2002, as Entry No. 795054, in Book 1509, at Pages 1760-1766;
- as further amended by the DECLARATION OF ANNEXATION FOR PHASE 3 AND AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded April 21, 2003, as Entry No. 814946, in Book 1539, at Pages 919-924;

• as further amended by the DECLARATION OF ANNEXATION FOR PHASE 4 AND AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded January 21, 2004, as Entry No. 861146, in Book 1610, at Pages 522-526;

• as further amended by the DECLARATION OF ANNEXATION FOR PHASE 5 AND AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded October 11, 2004, as Entry No. 905153, in Book 1678, at Pages 368-373;

• as further amended by the AMENDMENT TO DECLARATION (INCLUDING ASSOCIATION BYLAWS) OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded on March 2, 2010, as Document No. 2010006849; and

• as further amended by the AMENDMENT TO DECLARATION (INCLUDING ASSOCIATION BYLAWS) OF BLACKROCK CONDOMINIUMS AT STONEBRIDGE recorded on June 18, 2010, as Document No. 20100020170.

as may have been further amended any instrument whether or not recorded in the records of the Washington County Recorder.

AMENDMENT

NOW THEREFORE, this Amendment is hereby made by consent of Unit Owners (as shown on Exhibit A) holding more than sixty-seven percent (67%) of the total outstanding votes of the Association pursuant to Section 12.4 of said Declaration and Article 11 of the Declaration is hereby replaced and superceded in its entirety by the following:

ARTICLE 6 - INSURANCE

Article 6. INSURANCE

Section 6.1 Property Damage and Liability Insurance. The Management Committee shall procure the following types of property damage and public liability insurance:

- (a) A "master" or "blanket" policy of property insurance equal to full replacement value (exclusive of land, foundation, excavation and other like terms) of the Condominium Project affording protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and such other risks as are customarily covered in similar projects. The policy must cover all Common Areas and Facilities and all buildings that contain more than one unit, including any improvement that is a permanent part of a building. The policy need not include improvements or betterments installed by a unit owner or the personal property of a Unit Owner or lessee. The Management Committee may, by resolution, establish and increase or decrease the amount of the policy deductible. The policy must be written by an

insurance carrier that has an acceptable rating from either the A.M. Best Company, Demtech, Inc., or Standard and Poor's, Inc.

(b) A comprehensive policy of commercial general liability insurance covering all of the Common Areas and Facilities in the Condominium Project, with a Severability of interest Endorsement or equivalent coverage which would preclude the company from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner, with limits not less than \$1,000,000. covering all claims for personal injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as are customarily covered in similar projects. The policy should provide that coverage not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to any and all insured, including holders of first mortgages who have filed written request for such notice including its name and address and the unit number on which it has the mortgage.

Section 6.2 Endorsements for Section 6.1 Policies. NO CHANGES.

Section 6.3 Other Provisions of Section 6.1 Policies. NO CHANGES.

Section 6.4 Flood Insurance. NO CHANGES

Section 6.5 Use of Proceeds. NO CHANGES

Section 6.6. Fidelity Insurance. NO CHANGES

Section 6.7. Premiums. NO CHANGES

Section 6.8. Deductibles. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as premiums for the applicable insurance coverage. However, if the Management Committee reasonably determines that the loss is the result of the negligence or misconduct of one or more Unit Owners, their guests, invitees, or lessees, then the Management Committee may assess the full amount of the deductible against such Unit Owners and their Units as an Assessment pursuant to Article 5. An Assessment against more than one Unit Owner for the payment of any Assessment shall be made in proportion to the Unit Owner's percentage interest in the Common Area as provided for in this Declaration.

Section 6.9. Dispute Resolution Procedure. Any Unit Owner who is assessed by the Management Committee for the payment of a deductible may appeal such assessment to the Management Committee by providing written notice of such appeal to the Management Committee within ten (10) days of the date of the assessment. The Management committee shall thereafter convene a special meeting to allow the Unit Owner an opportunity to be heard as to why the Unit Owner should not be assessed the amount of the deductible. Any decision by the Management Committee shall be final and non-appealable. Management

Committee members may file appeals under this section 6.9, only in their capacity as individual Unit Owners. If a Management Committee member (or an occupant of his/her Unit) files an appeal, the Management Committee member must recuse himself/herself from all of the proceedings as a Management Committee member.

Section 6.10. Individual Owner's Insurance Insurance obtained by the Association shall not prejudice the rights of the Unit Owners to obtain insurance, and said Unit Owners shall insure their personal property, installed fixtures, and non-common area connections, including improvements or betterments installed by the Unit Owner.

Section 6.11. Golf Course Release. Each Unit Owner assumes all risks associated with living adjacent to a golf course, including but not limited to, property damage, personal injury including death, or other loss arising from stray golf balls or actions related to golf course activities, and releases the Management Committee and any employees or agents of the Management Committee, from any responsibility, liability, claims or expenses, including attorney's fees, arising from such property damage, personal injury, or other loss. Each Unit Owner further covenants that Declarant and the owner of any golf course shall have the right, in the nature of an easement, to subject all or any portion of the Unit Owner's Unit to nuisance's incidental to the maintenance, operation, or use of the golf course, and to the carrying out of golf course related activities.

ARTICLE 9. ANIMALS

CC&Rs, Article 9, Section 9.8. Animals. Pets are allowed for unit owners. Pets are not allowed for non-owners, renters or guests of owners. The Management Committee shall have the sole and exclusive authority to adopt rules, regulations, and policies governing the type, size, and number of animals allowed, along with any other rules and regulations it deems are necessary and appropriate for the regulation of such animals, including but not limited to substantial fines for violations of these pet rules.

ARTICLE 11. EXPANSION

CC&Rs, Article 11. Declarant may annex Buildings 9 and 10 into the Properties only upon the following terms and conditions:

1. The annexation be approved by the Management Committee of the Association;
2. The approval of the Management Committee may only be given if Buildings 9 and 10 are certified as free from structural and design defects to the satisfaction of an expert in the field of building envelope inspections approved by the Management Committee; and
3. The ability of the Management Committee to approve the annexation of Buildings 9 and 10 shall terminate on December 31, 2011.

Wherefore, the undersigned member of the Management Committee of BlackRock Condominiums at Stonebridge Owners Association, a Utah Non-profit Corporation, hereby certifies that at a duly scheduled meeting of the Association each of the above Amendments to

Declaration passed with more than sixty-seven percent (67%) of the total outstanding votes of the Association pursuant to Section 12.4 of the original Declaration.

BlackRock Condominiums at Stonebridge



By: Mary Thompson, President
Management Committee

STATE OF UTAH)

) SS.

COUNTY OF WASHINGTON

On this 28th day of December, 2010, before me personally appeared Mary Thompson whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that she is the president of the BlackRock Condominiums at Stonebridge Management Committee, and that the foregoing document was signed by her on behalf of the Management Committee and the owners of property at BlackRock Condominiums at Stonebridge, and that the document is the result of voting by the owners at BlackRock Condominiums at Stonebridge.

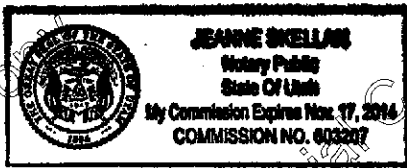

NOTARY PUBLIC

EXHIBIT A

PHASE 1

ALL OF UNITS 1, 2, 3, 4, 5, 6, 7, AND 8, BUILDING 1, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 1 AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF, RECORDED AS ENTRY NO. 715331.

PARCEL NOS: SG-BRSB-1-1, SG-BRSB-1-2, SG-BRSB-1-3, SG-BRSB-1-4, SG-BRSB-1-5, SG-BRSB-1-6, SG-BRSB-1-7, SG-BRSB-1-8.

ALL OF UNITS 9, 10, 11, 12, 13, AND 14, BUILDING 2, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 1 AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF, RECORDED AS ENTRY NO. 715331.

PARCEL NOS: SG-BRSB-1-9, SG-BRSB-1-10, SG-BRSB-1-11, SG-BRSB-1-12, SG-BRSB-1-13, SG-BRSB-1-14.

ALL OF UNITS 15, 16, 17, 18, 19, 20, 21, 22, 23, AND 24, BUILDING 3, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 1 AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF, RECORDED AS ENTRY NO. 715331.

PARCEL NOS: SG-BRSB-1-15, SG-BRSB-1-16, SG-BRSB-1-17, SG-BRSB-1-18, SG-BRSB-1-19, SG-BRSB-1-20, SG-BRSB-1-21, SG-BRSB-1-22, SG-BRSB-1-23, SG-BRSB-1-24.

ALL OF UNITS 103, 104, 105, AND 106, BUILDING 14, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 1 AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF, RECORDED AS ENTRY NO. 715331.

PARCEL NOS: SG-BRSB-1-103, SG-BRSB-1-104, SG-BRSB-1-105, SG-BRSB-1-106.

PHASE 2

ALL OF UNITS 107, 108, 109, 110, AND 111, BUILDING 15, CONTAINED WITHIN THE BLACKROCK CONDOMINIUMS AT STONEBRIDGE PHASE 2, A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON APRIL 03, 2000 IN WASHINGTON COUNTY, AS ENTRY NO. 681007, IN BOOK 1364, AT PAGE 2352 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED IN WASHINGTON COUNTY (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

PARCEL NOS: SG-BRSB-2-107, SG-BRSB-2-108, SG-BRSB-2-109, SG-BRSB-2-110, SG-BRSB-2-111.

PHASE 3

ALL OF UNITS 25, 26, 27, 28, 29, 30, 31, 32, 33, AND 34, BUILDING 4, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF; AND ALSO DESCRIBED AND CLARIFIED BY THAT CERTAIN AFFIDAVIT EXECUTED BY ROSENBERG ASSOCIATES RECORDED AS ENTRY NO. 815911, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF.

PARCEL NOS: SG-BRSB-3-25, SG-BRSB-3-26, SG-BRSB-3-27, SG-BRSB-3-28, SG-BRSB-3-29, SG-BRSB-3-30, SG-BRSB-3-31, SG-BRSB-3-32, SG-BRSB-3-33, SG-BRSB-3-34.

PHASE 4

ALL OF UNITS 112, 113, 114, 115, AND 116, BUILDING 13, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 4, ACCORDING TO THE OFFICIAL PLAT

THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY,
STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET
FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE
OFFICIAL PLAT(S) THEREOF.

PARCEL NOS: SG-BRSB-4-112, SG-BRSB-4-113, SG-BRSB-4-114, SG-BRSB-4-115, SG-
BRSB-4-116.

PHASE 5

ALL OF UNITS 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, AND 53,
BUILDING 5, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 5,
ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE
RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET
FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE
OFFICIAL PLAT(S) THEREOF.

PARCEL NOS: SG-BRSB-5-35, SG-BRSB-5-36, SG-BRSB-5-37, SG-BRSB-5-38, SG-BRSB-
5-39, SG-BRSB-5-40, SG-BRSB-5-41, SG-BRSB-5-42, SG-BRSB-5-43, SG-BRSB-5-44, SG-
BRSB-5-45, SG-BRSB-5-46, SG-BRSB-5-47, SG-BRSB-5-48, SG-BRSB-5-49, SG-BRSB-5-
50, SG-BRSB-5-51, SG-BRSB-5-52, SG-BRSB-5-53.

ALL OF UNITS 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73,
AND 74, BUILDING 6, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 5,
ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE
RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET
FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE
OFFICIAL PLAT(S) THEREOF.

PARCEL NOS: SG-BRSB-5-54, SG-BRSB-5-55, SG-BRSB-5-56, SG-BRSB-5-57, SG-BRSB-
5-58, SG-BRSB-5-59, SG-BRSB-5-60, SG-BRSB-5-61, SG-BRSB-5-62, SG-BRSB-5-63, SG-
BRSB-5-64, SG-BRSB-5-65, SG-BRSB-5-66, SG-BRSB-5-67, SG-BRSB-5-68, SG-BRSB-5-
69, SG-BRSB-5-70, SG-BRSB-5-71, SG-BRSB-5-72, SG-BRSB-5-73, SG-BRSB-5-74.

ALL OF UNITS 87, 88, 89, 90, 91, 92, 93, AND 94, BUILDING 12, BLACKROCK
CONDOMINIUMS AT STONEBRIDGE, PHASE 5, ACCORDING TO THE OFFICIAL PLAT
THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY,
STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF.

PARCEL NOS: SG-BRSB-5-87, SG-BRSB-5-88, SG-BRSB-5-89, SG-BRSB-5-90, SG-BRSB-5-91, SG-BRSB-5-92, SG-BRSB-5-93, SG-BRSB-5-94, SG-BRSB-5-95, SG-BRSB-5-96, SG-BRSB-5-97, SG-BRSB-5-98, SG-BRSB-5-99, SG-BRSB-5-100.

ALL OF UNITS 95, 96, 97, 98, 99, AND 100, BUILDING 11, BLACKROCK CONDOMINIUMS AT STONEBRIDGE, PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS AND ON THE OFFICIAL PLAT(S) THEREOF.

PARCEL NOS: SG-BRSB-5-95, SG-BRSB-5-96, SG-BRSB-5-97, SG-BRSB-5-98, SG-BRSB-5-99, SG-BRSB-5-100.

DOC # 20100044107

Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
12/30/2010 04:00:03 PM Fee \$ 12.00
By JENKINS BRUCE C

When Recorded Mail Deed to:
Bruce C. Jenkins, #5972
VIAL FOTHERINGHAM SG, LLP
1173 South 250 West, Suite 308
St. George, UT 84770

WARRANTY DEED

WHITE HILLS LC, Grantor, of Washington, County of Washington, State of Utah, hereby:

WARRANTS AND CONVEYS TO

WASHINGTON CITY, a Utah municipal corporation, Grantee(s) of Washington, County of Washington, State of Utah, for the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

the following described tract of land in Washington County, State of Utah:

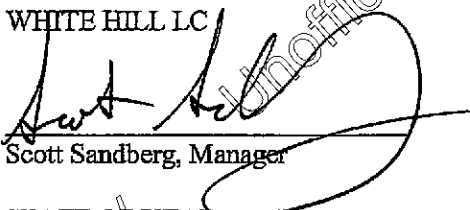
SEE ATTACHED EXHIBIT "A" LEGAL

TOGETHER WITH all improvements and appurtenances thereunto belonging, excluding all water rights.

SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hands of said grantors, this 29 day of December, 2010.

WHITE HILL LC

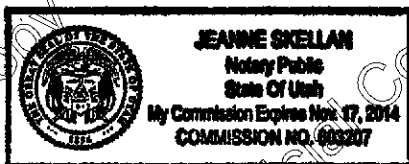

Scott Sandberg, Manager

STATE OF UTAH)

) ss

County of Washington)

On this 29th day of December, 2010, personally appeared before me Scott Sandberg, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Manager of White Hills, LC, a Utah limited liability company, and that he/she executed the foregoing Quit Claim Deed on behalf said company being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.




Notary Public

Exhibit "A"

Beginning at a point on the section line, said point being North $01^{\circ}07'20''$ East
1,320.09 feet along the section line from the Southwest Corner of Section 24, Township
42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North $01^{\circ}07'20''$ East 311.91 feet along said section, said line also being to and
along the easterly line of Mesa View Subdivision;

thence South $88^{\circ}52'39''$ East 184.41 feet to the St. George and Washington Field
Canal;

thence southerly along said canal the following (2) courses;

thence southerly 42.78 feet along an arc of a 150.00 foot radius curve to the left
(center bears North $80^{\circ}30'28''$ East, long chord bears South $17^{\circ}39'42''$ East 42.63 feet
with a central angle of $16^{\circ}20'20''$);

thence South $25^{\circ}49'52''$ East 195.98 feet;

thence South $60^{\circ}51'20''$ West 101.98 feet;

thence westerly 175.12 feet along an arc of a 333.00 foot radius curve to the right
(center bears North $29^{\circ}08'40''$ West, long chord bears South $75^{\circ}55'17''$ West 173.11 feet
with a central angle of $30^{\circ}07'54''$);

thence North $89^{\circ}00'46''$ West 31.83 feet to the Point of Beginning.

Containing 69,096 square feet or 1.59 acres.

Parcel # W-228

DOC # 20100044108

Agreement Page 1 of 4
Russell Shirts Washington County Recorder
12/30/2010 04:00:03 PM Fee \$ 16.00
By JENKINS BRUCE C



After Recording Mail to:
Vial Fotheringham SG, LLP
Attn: Bruce C. Jenkins
1173 South 250 West, Ste. 308
St. George, UT 84770

Record Against the Property described in:
Schedule 1

AGREEMENT RE: FUTURE DEVELOPMENT

KNOW ALL BY THESE PRESENTS:

White Hills, LC, its successors and assigns, shall not be required to install curb, gutter and sidewalk along the south side of Indian Hills Drive until the White Hills, LC property, described in Schedule 1, or any portion thereof, is developed.

DATED this ____ day of December, 2010.

WHITE HILLS, LC

By: [Signature]
Its: Manager

WASHINGTON CITY

[Signature]
Mayor



Attest:

[Signature]
City Recorder

SCHEDULE 1
(Parcel No. W-228)

The following real property located in Washington County, State of Utah:

S: 23 T: 42S R: 15W BEG SEC COR LOT 1 BLK 2 JOHN P CHIDESTERSUR SEC 23 T42S R15W
TH N 40 RDS; TH E TO ST GEORGE & WASHINGTON FIELD CANAL; TH ALG CANAL S
TO SEC/L; TH W TO ROB

LESS AND EXCEPTING:

SEE EXHIBIT A

Exhibit "A"

Beginning at a point on the section line, said point being North 01°07'20" East
1,320.09 feet along the section line from the Southwest Corner of Section 24, Township
42 South, Range 15 West, Salt Lake Base & Meridian, and running:

thence North 01°07'20" East 311.91 feet along said section, said line also being to and
along the easterly line of Mesa View Subdivision;
thence South 85°52'39" East 184.41 feet to the St. George and Washington Field
Canal;

thence southerly along said canal the following (2) courses:
thence southerly 42.78 feet along an arc of a 150.00 foot radius curve to the left
(center bears North 80°30'28" East, long chord bears South 77°39'42" East 42.63 feet
with a central angle of 16°20'20");

thence South 25°49'52" East 195.98 feet;
thence South 60°51'20" West 101.98 feet;
thence westerly 175.12 feet along an arc of a 333.00 foot radius curve to the right
(center bears North 29°08'40" West, long chord bears South 75°55'17" West 173.11 feet
with a central angle of 30°07'54");

thence North 89°00'45" West 31.83 feet to the Point of Beginning.

Containing 69,096 square feet or 1.58 acres.