

Amended Restrictive Covenants Page 1 of 48  
Russell Shirts Washington County Recorder  
12/30/2011 11:38:07 AM Fee \$123.00 By  
KIRTON & MCCONKIE

After recording return to:

Kirton & McConkie  
Attn: Thomas K. Checketts  
60 East South Temple, Suite 1800  
Salt Lake City, UT 84111-1004

**SECOND AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS CONDITIONS  
AND RESTRICTIONS OF  
SUNBROOK COMMUNITIES**

SECOND AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
OF SUNBROOK COMMUNITIES

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS .....	2
Section 1.1	"Articles".....	2
Section 1.2	"Association".....	2
Section 1.3	"Bylaws".....	2
Section 1.4	"Common Area".....	2
Section 1.5	"Declarant".....	2
Section 1.6	"Declaration".....	2
Section 1.7	"Directors".....	2
Section 1.8	"Entire Membership".....	2
Section 1.9	"Golf Course".....	2
Section 1.10	"Golf Course Unit".....	2
Section 1.11	"Limited Common Area".....	2
Section 1.12	"Lot".....	3
Section 1.13	"Member".....	3
Section 1.14	"Mortgage".....	3
Section 1.15	"Neighborhood".....	3
Section 1.16	"Owner".....	3
Section 1.17	"Plat".....	3
Section 1.18	"Property".....	3
Section 1.19	"Rules".....	3
Section 1.20	"Sunbrook Golf Course".....	3
Section 1.21	"Unit".....	3
Section 1.22	"Unit Area".....	3
ARTICLE 2	PROPERTY RIGHTS .....	4
Section 2.1	Title to the Common Area.....	4
Section 2.2	Owners' Easements of Enjoyment.....	4
Section 2.3	Limited Common Area and Designated Parking.....	5
Section 2.4	Delegation of Use.....	5
Section 2.5	Rules.....	5
Section 2.6	Lot.....	5
Section 2.7	Excluded Lots and Owners.....	5
ARTICLE 3	MEMBERSHIP AND VOTING RIGHTS .....	5
Section 3.1	Membership.....	5
Section 3.2	Voting Rights.....	5
Section 3.3	Exclusion from Membership.....	6
ARTICLE 4	FINANCES AND OPERATIONS .....	6
Section 4.1	Creation of the Lien and Personal Obligation of Assessments.....	6
Section 4.2	Purpose of Assessments.....	7
Section 4.3	Types of Assessments.....	7
Section 4.3.1	Annual Assessment.....	7
Section 4.3.2	Lot Assessments.....	7
Section 4.3.3	Special Assessments.....	8
Section 4.3.4	Commonly Metered Utility Assessments.....	8

Section 4.3.5	Unit Area Assessments .....	8
Section 4.3.6	Reimbursement Assessments .....	8
Section 4.3.7	Emergency Assessments .....	8
Section 4.3.8	Additional Assessments .....	9
Section 4.4	Bulk Purchases and Bulk Purchasers .....	9
Section 4.5	Notice and Quorum for Any Action Authorized Under Section 4.3 and its Subsections .....	9
Section 4.6	Uniform Rate of Assessment; Periodic Assessment .....	9
Section 4.7	Date of Commencement of Annual Assessments; Due Dates .....	9
Section 4.8	Effect of Non-Payment of Assessment - Remedies of the Association .....	10
Section 4.9	Exempt Property .....	11
Section 4.10	Subordination of the Lien to Mortgages .....	11
Section 4.11	Books, Records and Audit .....	11
<b>ARTICLE 5</b>	<b>INSURANCE .....</b>	<b>11</b>
Section 5.1	Casualty Insurance on Insurable Common Area .....	11
Section 5.2	Replacement or Repair of Property .....	12
Section 5.3	Liability Insurance .....	12
Section 5.4	Fidelity Insurance .....	12
Section 5.5	Directors' and Officers' Insurance .....	12
Section 5.6	Annual Review of Policies .....	12
Section 5.7	Insurance Obligations of Members .....	12
<b>ARTICLE 6</b>	<b>ARCHITECTURAL AND LANDSCAPE CONTROL .....</b>	<b>13</b>
Section 6.1	Architectural Control Committee .....	13
Section 6.2	Design Guidelines .....	13
Section 6.3	General Provisions .....	13
Section 6.4	Approval and Conformity of Plans .....	14
Section 6.4	Bellersa Rear Fencing Guidelines .....	14
Section 6.5	Non-Liability .....	14
Section 6.7	Construction Site: Drainage .....	14
Section 6.8	Inspection .....	14
Section 6.9	No Waiver .....	15
Section 6.10	Reimbursement .....	15
Section 6.11	Moving of Structures .....	15
Section 6.12	Declarant Exemption .....	15
Section 6.13	Interpretation .....	15
Section 6.14	Violations .....	15
Section 6.15	Obligation to Build Within a Set Period of Time .....	16
<b>ARTICLE 7</b>	<b>SOIL CONDITIONS .....</b>	<b>16</b>
Section 7.1	Soils Test Required .....	16
Section 7.2	Positive Adverse Soils Test .....	16
Section 7.3	Compliance with Foundation Design .....	16
Section 7.4	Costs of the Soils Test, Design and Inspection .....	16
Section 7.5	Non-liability for Approval of Foundation Design .....	16
Section 7.6	Violations .....	17
<b>ARTICLE 8</b>	<b>EXTERIOR MAINTENANCE .....</b>	<b>17</b>
Section 8.1	Exterior Maintenance by Owner of the Structure .....	17
Section 8.2	Exterior Maintenance by Association .....	17
Section 8.3	Access Easement .....	17
Section 8.4	Alteration of Certain Maintenance Duties by Rule .....	17
<b>ARTICLE 9</b>	<b>USE RESTRICTIONS .....</b>	<b>17</b>
Section 9.1	Construction, Business, Sales, and Marketing .....	17
Section 9.2	General Use Restrictions .....	18

Section 9.3 Signs; Commercial Activity .....18  
Section 9.4 Quiet Enjoyment .....18  
Section 9.5 Animals .....18  
Section 9.6 Use of Common Area.....18  
Section 9.7 Parking .....18  
Section 9.8 Planting and Gardening .....19  
Section 9.9 External Apparatus.....19  
Section 9.10 Exterior Television or Other Antennas .....19  
Section 9.11 Garbage Removal.....19  
Section 9.12 Oil and Mining Operations.....19  
Section 9.13 Interior Utilities.....19  
Section 9.14 Leases.....19  
Section 9.15 Nuisances; Violation Constitutes a Nuisance.....20  
Section 9.16 Timeshares Prohibited.....20

ARTICLE 10 EASEMENTS.....20  
Section 10.1 Encroachments .....20  
Section 10.2 Utilities.....20  
Section 10.3 Use of Common and Limited Common Areas .....21  
Section 10.4 Police, Fire and Ambulance Service .....21  
Section 10.5 Maintenance by Association .....21  
Section 10.6 Easement for Declarant.....21  
Section 10.7 Other Easements.....21

ARTICLE 11 GOLF COURSE PROVISIONS.....21  
Section 11.1 Use and Ownership .....21  
Section 11.2 Overflight Easement.....21  
Section 11.3 Restrictions.....21  
Section 11.4 Non-Exclusive Nature of Article.....22

ARTICLE 12 SECURITY.....22  
Section 12.1 Operation by Master Association.....22  
Section 12.2 Association Easement .....22  
Section 12.3 Management of Security Systems .....22  
Section 12.4 No Degradation of System .....22  
Section 12.5 No Warranty of Effectiveness .....22  
Section 12.6 Security Personnel.....22

ARTICLE 13 EXPANSION .....22  
Section 13.1 Expansion Right.....22  
Section 13.2 Procedure for Expansion .....23  
Section 13.3 Use of Expansion Areas .....23  
Section 13.4 Automatic Expansion and Inclusion.....23

ARTICLE 14 GENERAL PROVISIONS .....23  
Section 14.1 Enforcement .....23  
Section 14.2 Severability .....23  
Section 14.3 Duration .....24  
Section 14.4 Amendment.....24  
Section 14.5 Notices .....24  
Section 14.6 Gender and Grammar .....24  
Section 14.7 Waivers .....24  
Section 14.8 Topical Headings .....24  
Section 14.9 Governing Law.....24

**SECOND AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
OF SUNBROOK COMMUNITIES**

THIS SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SUNBROOK COMMUNITIES (this "Second Restatement") is made on the date hereinafter set forth by Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as "Declarant").

RECITALS

A. The real property whose tax parcel numbers are identified on Exhibit A and more particularly described on Exhibit B (the "Properties") is encumbered by that certain Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded March 31, 2003, as Entry Number 00811390, in Book 1533, Page 2473, in the Official Records of Washington County, Utah, as amended by that certain First Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities (the "First Amendment"), recorded July 15, 2004, as Entry Number 00890166, in Book 1654, Page 2594, in the Official Records of Washington County, Utah, as further amended by that certain Second Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities (the "Second Amendment"), recorded June 15, 2005, as Entry Number 00951499, in Book 1755, Page 1266, in the Official Records of Washington County, Utah, as further amended by that certain Third Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities (the "Third Amendment"), recorded August 5, 2009, as Entry Number 20090030375, in the Official Records of Washington County, Utah, as further amended by that certain Fourth Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities (the "Fourth Amendment"), recorded April 8, 2010, as Entry Number 20100011397, in the Official Records of Washington County, Utah (collectively, and as further amended and restated by this Second Restatement, the "Declaration").

B. Pursuant to that certain Assignment of Declarant's Rights, dated December 7, 2009, and recorded December 9, 2009 as Entry No. 20090046533, in the Official Records of Washington County, Utah, Suburban Land Reserve, Inc., a Utah corporation, the successor-in-interest to Sun Hill Homes, L.C., a Utah limited liability company, is the Declarant under the Declaration.

C. Section 14.4 of the Declaration permits Declarant, so long as it has Class B membership status in the Association, to unilaterally amend the Declaration. Declarant still enjoys Class B membership status and desires to amend, supersede, and restate the instruments identified in Recital A above in their entirety as more fully set forth herein.

D. This Second Restatement has been prepared and approved in a joint effort between the Declarant and the Board of Directors, as defined herein, and as evidenced by the signature of the President of the Association hereto. Further, the duration of the Declarant's Class B membership status has been increased pursuant to the request of the Board of Directors to, among other things, facilitate future amendments hereto.

DECLARATION

Declarant hereby declares that all of the Properties shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens:

This Second Restatement is for the purpose of protecting the value and desirability of the Properties and completely restates and supercedes all earlier iterations of the Declaration except for the fact that for any given portion of the Properties this Second Restatement relates back for timing purposes to the date of the recording of

whatever instrument caused that portion of the Properties to be encumbered by this Declaration. This Declaration and the Plats shall be construed as covenants of equitable servitude; shall run with the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

The Properties encompass several neighborhoods, some of which have been and some of which are yet to be developed, all of which shall be governed by the covenants, conditions, and restrictions set forth herein and any covenants, conditions, and restrictions specific to each neighborhood. The neighborhoods may include planned unit development, condominium, or other regimes compatible with residential use as Declarant may desire and as allowed by federal, state, and local law.

**ARTICLE 1.**  
**DEFINITIONS**

The following definitions control in this Declaration.

Section 1.1. "**Articles of Incorporation**" shall mean and refer to the Articles of Incorporation of Sunbrook Master Owners Association.

Section 1.2. "**Association**" or "**Master Association**" means The Sunbrook Master Owners Association, a Utah non-profit corporation, its successors and assigns.

Section 1.3. "**Bylaws**" shall mean and refer to the Bylaws of Sunbrook Master Owners Association.

Section 1.4. "**Common Area**" shall mean all real property (including the improvements thereto) owned or hereafter acquired by the Association for the common use and enjoyment of the Members and includes that portion of Property owned by the Association, shown on the Plat as Common Area. Common Area is dedicated to the common use and enjoyment of the Owners, and is not dedicated for the use of the general public, except as specifically determined by the Directors. Specifically exempted from Common Area are Units and dedicated public streets that are identified on the Plat. Common Area shall include private streets that are identified on the Plat. Common Area shall also include all land in which the Association has or acquires an easement right. All privacy and retaining walls (not part of a residential structure) including concrete, masonry, and rock walls that are either located within Limited Common Area or Common Area, or that are located adjacent to or within the public or private rights of way shall be maintained by the Association.

Section 1.5. "**Declarant**" means Suburban Land Reserve, Inc., or its heirs, successors and assigns.

Section 1.6. "**Declaration**" means this instrument and any amendments, annexations or supplements thereto which are recorded in the office of the Washington County Recorder.

Section 1.7. "**Directors**" or "**Board of Directors**" means the governing body of the Association.

Section 1.8. "**Entire Membership**" means all Members, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for both Class A and Class B Members.

Section 1.9. "**Golf Course**" or "**Golf Course Land**" means any real property and all improvements thereto, including any clubhouse, pro shop, and associated recreational, maintenance, and other facilities owned and operated by the City of St. George in conjunction with its operation of the Sunbrook Golf Course.

Section 1.10. "**Golf Course Unit**" means any Units adjacent to the Sunbrook Golf Course.

Section 1.11. "**Limited Common Area**" means that portion of Property owned by the Association, shown on the Plat as Limited Common Area. The Owner of the Lot to which such Limited Common Area is adjacent and/or appurtenant has the use and enjoyment of that Limited Common Area to the exclusion of other Owners. Limited Common Area is subject to rights of the Association set forth in this Declaration.

Section 1.12. "**Lot**" means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership, but specifically excludes the Common and Limited Common Areas.

Section 1.13. "**Member**" means every person or entity who holds membership in the Association. Every Member is an Owner, and every Owner whose lot has been subjected to this Second Restatement is a Member.

Section 1.14. "**Mortgage**" includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Section 1.15. "**Neighborhood**" or "**Subdivision**" means and refers to each separately developed and denominated residential area comprised of one or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members.

Section 1.16. "**Owner**" means the entity, person, or group of persons owning fee simple title to any Unit which is within the Properties. Regardless of the number of parties participating in ownership of each Unit, the group of those parties shall be treated as one "Owner."

Section 1.17. "**Plat**" or "**Map**" shall mean and refer to the Plats for Sunbrook Communities as described above (and/or any other plats prepared pursuant to ARTICLE 13 herein), as recorded in the office of the County Recorder of Washington County, Utah, and as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions of this Declaration or supplements to this Declaration which are to occur in conjunction with the expansion of the Project as provided for herein.

Section 1.18. "**Property**", "**Properties**" or "**Project**" means that certain real property herein described, and such annexations and additions thereto as may hereafter be subjected to this Declaration.

Section 1.19. "**Rules**" or "**Regulations**" shall mean and refer to any rules or regulations created by the Board of Directors to govern the Association pursuant to its authority under the Articles of Incorporation or Bylaws.

Section 1.20. "**Sunbrook Golf Course**" shall mean and refer to the golf course owned by the City of St. George as designated on the Plat.

Section 1.21. "**Unit**" means a portion of the Project, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached single or multi-family residence. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a recorded Plat subdivides all or a portion of the parcel. Thereafter, the portion encompassed on such Plat shall contain the number of Units as set forth in the preceding paragraph. Any portion not encompassed on such Plat shall continue to be treated in accordance with this paragraph.

Units may be combined or further subdivided, and boundary lines of Units may be changed, only by recording of a Plat or other legal instrument further subdividing or resubdividing the parcel of property (which subdivision shall be subject to such other restrictions as may be set forth in this Declaration or Rules of the Association). In the absence of recording such a legal instrument, ownership of adjacent Units by the same Owner shall not permit such Units to be treated as a single Unit for purposes of voting and assessment, notwithstanding that such Units may be improved with a single dwelling.

Section 1.22. "**Unit Area**" is a concept that is unique to those Neighborhoods that are planned unit developments, including but not limited to the Neighborhoods of Bridgewater, Dolce Vista, Bella Vista, The Cove, Crescent Pointe and Bellsera, and means the area located outside of the exterior walls of the Unit and on the Common Area and Limited Common Area in the vicinity of each Unit, which will include all of the area from the back of the curb of the adjacent street(s) to the border of the Unit Area for any contiguous Unit Area(s). The

dividing line between contiguous Unit Areas will generally be half the distance between adjacent private areas. Any disputes or required clarifications regarding the exact parameters of Unit Areas will be resolved by the Board of Directors.

ARTICLE 2.  
PROPERTY RIGHTS

Section 2.1. Title to the Common Area. The Declarant will convey fee simple title to Common Area and Limited Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, but subject to this Declaration and easements and rights-of-way of record. In accepting the deed to Common Areas and Limited Common Areas, the Association will covenant to fulfill all the terms of this Declaration, to maintain the Common Area in good repair and condition at all times, and to operate the Common Area at its own expense in accordance with high standards.

Section 2.2. Owners' Easements of Enjoyment. Except as otherwise provided herein, every Owner has a right and easement of use and enjoyment in and to the Common Area and Limited Common Area. This easement is appurtenant to and passes with the title to every Unit, subject to:

(a) The right of the Association to charge reasonable admission, use, service and other fees for the use of any service of the Association provided upon the Common Area, or for any parking facility situated upon the Common Area. No fees shall be charged for parking specifically designated on the Plat as appurtenant to a Unit.

(b) The right of the Association to limit the number of guests of Members using the Common Area.

(c) The right of the Association to suspend the voting rights and/or common utility service of a Member for any period during which any assessment or portion thereof against the Member's Unit remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

(d) The right of the Association to enter into agreements or leases which provide for use of the Common Areas and facilities by a similar association in consideration for use of the Common Areas and facilities of the other association, or for cash consideration;

(e) The right of the Association, if there is no Class B membership, with the approval of sixty-seven percent (67%) of the Entire Membership, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility.

(f) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association.

(g) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.

(h) The right of the Association, through its Directors, to adopt Rules and Regulations concerning use of the Common Area.

(i) The right of the Declarant to take such actions as it may deem necessary so long as the expansion of the Properties shall not be complete, including granting leases, easements, and modifying the improvements and design of the Common Area.

(j) Any other terms and conditions of this Declaration.



Section 2.3. Limited Common Area and Designated Parking. An Owner is entitled to use of the Limited Common Area adjacent and appurtenant to his Unit, if any, and to use of the parking area, if any, designated with the Owner's Unit number on the Plat, all to the exclusion of other Owners. The Association, through its Directors, may adopt Rules and Regulations concerning use of the Limited Common Area. Limited Common Area is subject to the rights of the Association set forth in this Declaration.

Section 2.4. Delegation of Use. An Owner or other individual or entity having a right of use of facilities, is deemed to delegate any right of enjoyment to the Common Area and facilities to family members, tenants, or contract purchasers who reside on the Property. Damage caused to the Common Area and facilities, including personal property owned by the Association, by a Member, or by a person who has been delegated the right to use and enjoy such Common Area and facilities by the Member, shall create a debt to the Association. Debts owed to the Association as a result of damage to the Common Area and facilities shall be an assessment charged to the Unit Owner.

Section 2.5. Rules and Regulations. The Board of Directors shall have the authority to promulgate Rules and Regulations for the governance of the Properties and persons within the Properties. The Directors shall compile such Rules and Regulations and make copies available for inspection and copying by Members.

Section 2.6. Lot. Each Lot is owned in fee simple by the Owner. However, area designated as Limited Common Area within the surveyed Lot boundaries but outside the residential dwelling walls even though part of the Lot and owned in fee simple by the Owner shall be treated as Limited Common Area for use purposes, and as exterior area for maintenance purposes. The purpose of laying out a Lot larger than the residential dwelling is to allow flexibility in the original residential dwelling construction. After the initial construction on a Lot, subsequent construction, if any, may occupy any portion of the surveyed Lot, subject to all other provisions of this Declaration. An Owner may construct appurtenant structures and personal landscaping outside the boundaries of the residential dwelling and within the rear area of the surveyed boundaries of the Lot, subject to approval of the Architectural Control Committee, as outlined in ARTICLE 6 herein.

Section 2.7. Excluded Lots and Owners. Prior to the April 28, 1997 recording of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities as Entry No.564089, in Book 1095, at Pages 0072-0120, in the records of the Washington County Recorder (the "Original Declaration"), which Original Declaration encumbered a portion of the Properties, certain Lots (which are set forth below) were reserved and such Lot owners opted not to use any Common Area or Limited Common Area, including any and all facilities or amenities located thereon. Therefore, the Lots described below shall be excluded from the right to use any Common Area or Limited Common Area and shall not be required to pay any assessments therefor, unless and until such Lot owner(s) either execute and record a document subjecting their respective Lot to the terms of this Declaration and any and all amendments or supplements thereto, or pay assessments hereunder for five consecutive years. This exclusion shall be construed narrowly to include exclusion only from use of and assessments for Common Area and Limited Common Area, and unless otherwise set forth herein, all other terms of this Declaration shall apply to such Lots. The Lots to which this Section and its exclusions apply as of the date of the recording of this Second Restatement are all of Lots 1, 2, 3, 4, 5, 6, 12, 14, 16, 17, 29, & 60 CANYON VIEW RIDGE AT SUNBROOK. Lot 2 of the CANYON VIEW RIDGE AT SUNBROOK has been paying assessments and receiving benefits for the last several years. Notwithstanding the exclusions set forth above, after paying assessments for five (5) consecutive years these Lots will automatically become part of the Association as set forth in Section 13.4 below.

### ARTICLE 3. MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Except as otherwise provided for in this Declaration, every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Unit ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

Section 3.2. Voting Rights. The Association has two classes of voting membership:

(a) CLASS A. Class A Members are all Members with the exception of the Declarant, until Declarant's membership converts to Class A membership as provided for in subsection (b) below. Class A Members are entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, the group of such persons shall be a Member. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. A vote cast at any Association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Unit concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same Unit. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

(b) CLASS B. The Class B member is the Declarant. The Class B member is entitled to ten (10) votes for each Unit owned. The Class B membership will cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (i) the expiration of twenty (20) years from April 28, 1997; or
- (ii) the surrender of Class B membership status by the express written action of the Declarant.

In the case of expansion (as provided in this Declaration), the Declarant's memberships appurtenant to the Units in the expansion area shall be Class B memberships.

If Declarant shall exercise its option to add additional Units by platting additional phases as provided in ARTICLE 13 herein, then at such time as additional subdivision Plats are filed, the voting shall be adjusted accordingly, so that Declarant regains Class B voting status for all Units owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

Section 3.3. Exclusion from Membership. Prior to the recording of the Original Declaration, certain Lots (which are set forth below) were reserved and such Lot owners opted not to benefit from membership in the Association that would govern the Properties. Therefore, the Lots described below shall be excluded from membership in the Association and have no voting rights in the same, unless and until such Lot owner(s) execute and record a document subjecting their respective Lot to membership in the Association and the Articles of Incorporation, Bylaws, and any Rules and Regulations of the Association. This exclusion shall be construed narrowly to include exclusion only from the benefits of membership in the Association; unless otherwise set forth herein, all other terms of this Declaration shall apply to such Lots. This exclusion is in addition to the exclusion set forth in Section 2.7 of this Declaration. Any Lot owner choosing to subject his Lot to the terms of the Declaration pursuant to Section 2.7, shall be deemed to have subjected his Lot to membership in the Association. The Lots to which this Section and its exclusions apply are all the following in the CANYON VIEW RIDGE AT SUNBROOK, Phases 1 and 2: 1, 2, 3, 4, 5, 6, 12, 14, 16, 17, 29, & 60. Lot 2 of the CANYON VIEW RIDGE AT SUNBROOK has been paying assessments and receiving benefits for the last several years. Any Lot that has been paying assessments for five (5) consecutive years will be automatically become part of the Association as set forth in Section 13.4 below.

#### ARTICLE 4. FINANCES AND OPERATIONS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. Excepting Declarant who shall not be obligated to pay any Assessments, each subsequent Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments and other amounts provided for in this Declaration, whether or not specifically set forth in this ARTICLE 4. Such assessments and other amounts may include, without limitation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) additional assessments; (4) unit area assessments; (5) emergency assessments; (6) commonly metered utility assessments; (7) any other amount or assessment levied or charged by the Association or Board of Directors pursuant to this Declaration; and (8) interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the Unit and shall be a

continuing lien upon the Unit against which each such assessment or amount is charged. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used: (a) for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties; and (b) for the improvement and maintenance of Properties, services, and facilities devoted to this purpose. The assessments must provide for, but are not limited to, the payment of taxes on property owned by the Association and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common and Limited Common Areas; the payment of the cost of repairing, replacing, and maintaining the exteriors of each Lot; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of those Common and Limited Common Areas which must be replaced on a periodic basis; the payment of any professional services deemed necessary or desirable by the Board of Directors; and other amounts required by this Declaration or that the Directors shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Directors, for the payment of other charges including (without limitation) maintenance, management, utility, cable television, trash collection, sewer and water charge

Section 4.3. Types of Assessments. The assessments that may be levied by the Association may include, without limitation, the following:

Section 4.3.1. Annual Assessment; Maximum Annual Assessment. The Association may levy an annual assessment ("Annual Assessment") each year. In no event shall any Annual Assessment exceed the maximum Annual Assessment ("Maximum Annual Assessment") for the given year, which shall be calculated as follows:

(a) As of January 1, 2012, the Maximum Annual Assessment shall be One Thousand Seven Hundred and Forty Dollars (\$1,740.00) per Unit upon which a residential dwelling is constructed.

(b) From and after the date referred to above the Maximum Annual Assessment shall be increased each year by fifteen percent (15%) above the maximum assessment for the previous year, without a vote of the Members.

(c) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period, provided that such change may be made by the Board of Directors if there is Class B membership, and if there is no Class B membership, any such change shall have the assent of more than fifty percent (50%) of the votes of the Entire Membership, voting in person or by proxy, at a meeting duly called for this purpose.

The actual Annual Assessment need not increase annually. The Board of Directors shall set the actual Annual Assessment on an annual basis. Notice shall be given to each Owner as provided in Section 4.5. The Board of Directors must set the actual Annual Assessment to be an amount at or less than the Maximum Annual Assessment.

Section 4.3.2. Lot Assessments. Historically, the Association has assessed unimproved Lots ("Lot Assessments") differently than improved Lots (i.e., Units). Except for (a) Declarant owned Lots (Declarant's exemption from paying Assessments is not affected by this Section 4.3.2), (b) Bulk Purchasers (whose rights are set forth in Subsection 4.4 below), and (c) those Lot owners who purchased their Lots before April 8, 2010 and have neither improved nor sold them (the "Grandfathered Lots"), as of January 1, 2012, (i) each Lot shall automatically become a Unit, (ii) the Unit shall be assessed as a Unit, and (iii) the owner of the Unit shall become an Owner. The owners of the Grandfathered Lots shall begin to pay Lot Assessments in the amount of one-half of the amount assessed for a Unit starting January 1, 2012 until the earlier of (a) the transfer of title to the Grandfathered Lot passes to a third party, or (b) a residential dwelling unit on the Lot is occupied as evidenced by physical occupancy or the issuance of a certificate of occupancy (temporary or permanent). Thereafter, (i) the Grandfathered Lot shall automatically become a Unit, (ii) the Unit shall be assessed as a Unit, and (iii) the owner of the Unit shall become an Owner. Once an Owner of a Lot or Unit begins to pay the full assessments levied against Units, such Owner shall

enjoy all of the benefits of an Owner of a Unit regardless of whether there is a residential dwelling on said Owner's Lot. The Association may decide in the future to once again assess unimproved Lots differently than improved Lots.

Section 4.3.3. Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any assessment year a special assessment ("Special Assessment"), applicable to that year only. Special Assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Common or Limited Common Area structures, fixtures and personal property related thereto. If there is no Class B membership, Special Assessments must have the assent of at least sixty-seven percent (67%) of the votes of the Entire Membership authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

Section 4.3.4. Commonly Metered Utility Assessments. In addition to the assessments provided for in this Declaration, the Board of Directors may assess any Unit connected to a common meter for any utility service an equal share of the cost, as determined by the Board of Directors, of such utility service based on the total number of Units connected to the common meter (a "Commonly Metered Utility Assessment"). If an Owner fails or refuses to pay a Commonly Metered Utility Assessment when due, the Board of Directors may, after giving notice and an opportunity to be heard, terminate the Owner's right to receive the utility services. Before terminating utility services, the Board of Directors shall give written notice to the Owner informing the Owner that (i) any common utility service will be terminated if payment of the Commonly Metered Utility Assessment is not received within at least forty-eight (48) hours; (ii) shall state the amount of the Commonly Metered Utility Assessment due, including any interest or late payment fee; and (iii) shall inform the Owner of his right to request an informal hearing to dispute the Commonly Metered Utility Assessment by submitting a written request to the Board of Directors within fourteen (14) days after the date on which the Owner receives the notice of intent to terminate his utility services. If a hearing is requested, utility services may not be terminated until after the hearing has been conducted and a final decision has been entered. The Board of Directors shall establish, by Rule, standards and procedures for such a hearing. Upon payment of the Commonly Metered Utility Assessment due, including any interest or late payment fee, the Board of Directors shall immediately take action to reinstate the terminated utility services.

Section 4.3.5. Unit Area Assessments. Assessments shall be levied against each Unit in Bridgewater, Dolce Vista, Bella Vista, The Cove, Crescent Pointe and Bellserra, and Units in similar planned unit developments ("Unit Area Assessments") to pay for the following: (1) the entire cost of the installation and construction of any and all sidewalks, driveways, and landscaping improvements within a Unit Owner's respective Unit Area; and (2) any and all water charges metered by the City or other applicable governmental or quasi-governmental entity with respect to each Unit Owner's Unit Area.

Section 4.3.6. Reimbursement Assessments. In addition to all other assessments set forth under the Declaration, the Association shall be permitted to levy an assessment against any Lot or Unit if either (a) the willful or negligent failure of the Owner of such Lot or Unit to comply with this Declaration, the Articles of Incorporation, the Bylaws, or the Rules or Regulations, or (b) any common areas have been damaged by an Owner or his guest or invitees, and these actions or inactions have resulted in the expenditure of funds (including, but not limited to attorney fees, other professional and contractors' fees, and costs for materials,) by the Association to cause such compliance (a "Reimbursement Assessment"). The Association may also include an administrative fee to cover the cost of assessing and collecting such Reimbursement Assessments. Reimbursement Assessments shall be due and payable to the Association thirty (30) days after notice to the Owner of the decision of the Board of Directors that the Reimbursement Assessment is owing.

Section 4.3.7. Emergency Assessments. Notwithstanding anything contained in this Declaration, the Board of Directors, without membership approval, may levy "Emergency Assessments" or increase Annual Assessments or levy Special Assessments for an emergency situation. An emergency situation is one in which the Board of Directors finds:

- (a) an expenditure required by an order of a court, or required, in its discretion, to settle litigation;

(b) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or

(c) an expenditure necessary to repair, maintain or cover actual Association expenses for the Properties or any part of it that could not have been reasonably foreseen by the Board of Directors in preparing and distributing the pro forma operating budget, (for example: increases in utility rates; landscape or maintenance contract services; etc). Provided, however, that prior to the imposition or collection of any assessment due to an emergency situation, the Board of Directors shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board of Directors by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the Annual Assessment.

Section 4.3.8. Additional Assessments. In addition to the other assessments authorized herein, from time to time the Association through an affirmative vote of a majority of either its Members or Directors may levy such additional assessments on one, some or all Units as the Association may find necessary or desirable.

Section 4.4. Bulk Purchases and Bulk Purchasers. Notwithstanding any other provision in this Declaration, any individual or entity that makes a simultaneous purchase of three (3) or more Lots within the Project from the Declarant (respectively, a "Bulk Purchase" and a "Bulk Purchaser") shall not be required to pay any additional assessments above what the Declarant was obligated to pay immediately prior to the Bulk Purchase until the first anniversary of the Bulk Purchase at which point (and on every anniversary thereafter) the Bulk Purchaser shall be obligated to pay all assessments set forth in the Declaration for at least one Lot more than the number of Lots for which the Bulk Purchaser is paying immediately prior to the anniversary. Lots Purchased by Bulk Purchasers that are improved, sold or occupied or otherwise become Units will be assessed as Units, but will count towards the staged phase-in of assessments set forth above. On the fifth anniversary of the Bulk Purchase all remaining Lots in the Bulk Purchase will be assessed as Units.

Section 4.5. Notice and Quorum for Any Action Authorized Under Section 4.3 and its Subsections. Notice of any meeting of Members called for the purpose of taking any action authorized under Section 4.3 and its subsections shall be sent to all Members at least thirty (30) days in advance of said meeting. Such notice shall either be mailed or otherwise provided as allowed under then current Utah state law. At the first meeting called, the presence of Members, Member's mail in votes, proxies of Members, or any other representation of votes as allowed pursuant to Utah law holding more than fifty percent (50%) of the total voting rights within the Association shall be required in order to constitute a quorum sufficient to take the proposed action. If the quorum requirement is not met at the first meeting, another meeting may be called, on at least thirty (30) days advance notice, and the presence of more than twenty five percent (25%) of the total voting rights within the Association shall be required at such subsequent meeting in order to constitute a quorum sufficient to take the proposed action. If the quorum requirement is not met at the second meeting, another meeting may be called, on at least thirty (30) days advance notice and any number of Members at such third meeting will constitute a quorum sufficient to take the proposed action. A simple majority of such quorum shall be sufficient to conduct business, including, without limitation, passing motions, taking actions, or levying assessments, at such meeting. Notwithstanding any of the foregoing, so long as Declarant owns any Lot, or maintains ownership in any additional property permitted to be annexed into and become a part of the Sunbrook Communities (as detailed in ARTICLE 13 of the Declaration), Declarant's rights and powers, as set forth in the Declaration, cannot be amended or limited without the written consent of Declarant.

Section 4.6. Uniform Rate of Assessment; Periodic Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; provided, however, that no assessments shall accrue against the Declarant so long as the Declarant has Class B membership. Annual, Special and additional assessments may be collected on a monthly or quarterly basis, as the Directors determine.

Section 4.7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment provided for herein shall commence to accrue upon conveyance of a Lot or Unit from Declarant to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

At least thirty (30) days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the Annual Assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

In the absence of a determination by the Directors as to the amount of said assessment, the Annual Assessment shall be an amount equal to 90% of the Maximum Annual Assessment determined as provided above.

The assessment due dates shall be established by the Directors. The Directors may provide for the payment of Annual and Special Assessments in equal installments throughout the assessment year.

The Directors shall prepare a roster of Owners for Units in the Properties and the assessments applicable thereto at the same time that it shall fix the amount of the Annual Assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Unit has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Section 4.8. Effect of Non-Payment of Assessment - Remedies of the Association. Any assessment or installment thereof not paid within ten (10) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall determine appropriate) until paid. In the event any assessment or installment becomes delinquent, the Directors may, in the name of the Association, take any or all of the following actions:

- (a) Assess a late fee for each delinquent installment which shall not exceed ten percent (10%) of the installment;
- (b) Bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment;
- (c) Foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law;
- (d) Restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Member and/or any and all rights such Member has to the use and enjoyment of the Common Area and facilities;
- (e) Accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period; and/or
- (f) Exercise any and all other remedies permitted by law, including the right of nonjudicial foreclosure to the fullest extent permitted under Utah law.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees, together with an account for the reasonable rental for the Unit from the time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Unit of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said

Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment.

Section 4.9. Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority;
- (b) All Common and Limited Common Area; and
- (c) All Lots owned by Declarant.

Section 4.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Unit or Owner from personal liability for assessments coming due after taking title or from the lien of such later assessments.

Section 4.11. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles of Incorporation, Bylaws, Rules, Regulations and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. Any Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

#### ARTICLE 5. INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Directors shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular Annual Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Directors may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Directors deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular Annual Assessments as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

The Association insurance policies may contain a reasonable deductible and the amount thereof shall not be

subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements herein. In the event of an insured loss, the deductible shall be treated as a common expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board of Directors reasonably determines, after notice and opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board of Directors may assess the full amount of such deductible against such Owner and the Owner's Unit.

Section 5.2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the Project covered by insurance written in the name of the Association, the Directors are empowered to and shall represent the Members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

Section 5.3. Liability Insurance. The Directors shall obtain a comprehensive policy of public liability insurance covering all of the Common and Limited Common Areas for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 5.4. Fidelity Insurance. The Directors may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Directors shall seek a policy which shall: (1) name the Association as obligee or beneficiary; (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time; and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

Section 5.5. Directors' and Officers' Insurance. The Directors shall obtain and maintain Directors' and Officers' insurance coverage for the Directors and officers of the Association, providing coverage against both monetary and nonmonetary claims that may be levied against any Director(s) or officer(s) of the Association in connection with the performance of such Director(s)' or officers' duties as Directors or officers of the Association.

Section 5.6. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the Property which may be damaged or destroyed and to make sure that the Association has insurance as required by then current law.

Section 5.7. Insurance Obligations of Members. All Members are required to comply with all statutory minimum insurance requirements and are encouraged to acquire and maintain adequate insurance to cover their personal property.



ARTICLE 6.  
ARCHITECTURAL AND LANDSCAPE CONTROL

Section 6.1. Architectural Control Committee. There shall be an initial "Architectural Control Committee" (sometimes hereinafter "ACC") consisting of five (5) persons, each appointed by Declarant until all Lots in the Project are sold. Thereafter, the ACC shall be appointed by the Board of Directors. The ACC is hereby deemed to be an independent committee of the Board of Directors and shall be subject to all requirements of any Directors' and Officers' liability insurance obtained by the Association so that such members of the ACC are covered thereby; provided, however, ACC members need not be members of the Board of Directors or Owners in the Project. Notwithstanding the foregoing, the ACC shall have the right to delegate its authority to a committee separate and distinct from the ACC to be formed by Declarant for the purpose of handling and responding to requests made by Unit Owners to the ACC with respect to remodels, changes, and/or revisions to existing improvements located on any Lot, Unit, Unit Area, or Limited Common Area (the "Minor Improvement Committee" or the "MIC"). While the ACC shall remain primarily responsible to ensure the compliance of any new construction on any Lot, Unit, Unit Area, or Limited Common Area with the Design Guidelines (as defined in Section 6.2 below), the MIC, in its discretion, may request that the ACC review items submitted to the MIC if the MIC determines that such a specific request is significant enough to merit review by the ACC.

Section 6.2. Design Guidelines. The ACC shall establish reasonable procedural rules, regulations, restrictions, architectural standards, site data sheets and design guidelines all of which may be contained in that document known as the Master Architectural Design Guidelines for the Sunbrook Communities ("Design Guidelines"), which the ACC may, from time to time at its sole discretion, amend, repeal or revise. The Design Guidelines are hereby incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all Owners, or other persons, as if expressly set forth herein. A copy of the current Design Guidelines shall at all times be a part of the Master Association's records. The Design Guidelines may include, among other things, those restrictions and limitations set forth below. It is contemplated that the Project shall be platted in parts with different design themes; accordingly, each separate Neighborhood shall have specific requirements and guidelines as set forth in the site data sheet for each separate Neighborhood which will reflect the design themes set by the Declarant.

A completed improvement shall be deemed to be in compliance with plans and specifications approved by the ACC and this Declaration within one (1) year following the completion of the improvements, unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period.

The Board of Directors or ACC may, at its discretion, adopt such limitations and restrictions including, without limitation, the regulation of all landscaping (including without limitation prohibition of certain types of landscaping, trees and plants), construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including without limitation, the nature, kind, shape, height, materials, exterior color, surface texture, and location of any improvement.

Section 6.3. General Provisions.

(a) The ACC may assess reasonable fees in connection with its review of plans and specifications.

(b) The ACC may delegate its plan review responsibilities, except final review and approval as may be required by the Design Guidelines, to one or more of its members, the MIC, or any architectural consultant retained by the ACC. Upon such delegation, the approval or disapproval of plans and specifications by such members, the MIC, or consultants shall be equivalent to approval or disapproval by the ACC.

(c) The address of the ACC shall be the address established for giving notice to the Association, unless otherwise specified in the Design Guidelines. Such address shall be the place for the submittal of plans and specifications and the place where the current Design Guidelines shall be kept.

(d) The establishment of the ACC and the procedures herein for architectural approval shall

not be construed as changing any rights or restrictions upon Owners to maintain or repair their Units as may otherwise be specified in this Declaration, the Bylaws, the Design Guidelines or the Rules.

(e) The ACC shall approve or disapprove any plans and specifications submitted to it in accordance with the Design Guidelines within such period as may be specified in the Design Guidelines.

Section 6.4. Approval and Conformity of Plans. The plans and specifications for the construction of improvements shall be submitted to the ACC pursuant to this Declaration and the Design Guidelines. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other applicable codes.

Section 6.5. Bellsera Rear Fencing Guidelines. No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or change to the exterior of any structure or improvement or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the ACC and the City building representative in accordance with the Design Guidelines as to harmonize the external design and location in relation to surrounding structures and topography.

Section 6.6. Non-Liability. Neither Declarant nor the ACC, nor any member thereof, nor their duly authorized representatives shall be liable to the Association or to any Owner or other person for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of the ACC. Plans and specifications are not approved for engineering design or for compliance with zoning and building ordinances, and by approving any plans and specifications neither the ACC, the members thereof, the Association, any Member, the officers, the Board of Directors or the Declarant assume any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the ACC, any member thereof, the Association, any Member, the officers, the Board of Directors, or the Declarant shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development, or manner of development of any property within the Properties; or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct. Approval of plans and specifications by the ACC is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

Section 6.7. Construction Site: Drainage. The construction site during the course of any construction shall be maintained reasonably free of debris at the end of each working day. The construction shall be completed and the drainage swales and structures will correctly drain surplus water to the street or other approved locations, all as shown on the plans and specifications submitted to the ACC for approval. In the event of a violation of this restriction, the ACC may give written notice thereof to the builder and/or Owner of the Lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the receipt of said notice, the ACC may correct or cause to be corrected said violation at the expense of such builder and/or Owner.

Section 6.8. Inspection. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ACC.

(b) Within thirty (30) days thereafter, the ACC or its duly authorized representative, may

inspect such improvement. If the ACC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance, and shall require the Owner to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the ACC shall notify the Board of Directors in writing of such failure. After affording such Owner notice and hearing, the Board of Directors shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board of Directors' ruling. If the Owner does not comply with the Board of Directors' ruling within such period, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance and the Owner shall reimburse the Association upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of Directors shall levy a Reimbursement Assessment against such Owner for reimbursement.

(d) If for any reason the ACC fails to inspect any improvement or to notify the Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

Section 6.9. No Waiver. The approval of the ACC to any proposal or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications, drawings or any matter whatever subsequently or additionally submitted for approval or consent.

Section 6.10. Reimbursement. The members of the ACC shall receive no compensation for services rendered, other than reimbursement approved by the Board of Directors for reasonable expenses incurred in the performance of their duties hereunder.

Section 6.11. Moving of Structures. No structure of any kind shall be moved from any other place onto any Lot without the prior written permission of the ACC.

Section 6.12. Declarant Exemption. The ACC shall have no authority, power or jurisdiction over Lots or Units owned by Declarant, and the provisions of this Article shall not apply to Lots or Units owned by Declarant until such times as Declarant conveys title to the Lot or Unit to the purchaser thereof. Any residential house, Unit, or other finished product sold by Declarant, or Declarant's successors and assigns, to a third party will be deemed approved by the ACC, and no further action or approval will be required for said structure to comply with the terms of the Declaration. This Article shall not be amended without Declarant's written consent set forth on the amendment.

Section 6.13. Interpretation. All questions of interpretation or construction of any of the terms or conditions in this Article shall be resolved by the ACC, and its decision shall be final, binding and conclusive on all of the parties affected.

Section 6.14. Violations. Subject to the provisions of Section 6.7 above, and in the event violation of these restrictions exists, or in the event of the failure of any individual Owner to comply with a written directive order from the ACC, then the ACC shall have the right and authority to perform the subject matter of such directive or order, including, if necessary, the right to enter upon the Lot and the cost of such performance shall be charged to the Owner thereof, which cost shall be due within five (5) days after receipt of written demand therefor, and may be recovered by the ACC in an action at law against such individual Owner, or by any other means allowed hereunder for the recovery of assessments. In any such action, the ACC shall also be entitled to costs, including reasonable attorney fees.

Section 6.15. Obligation to Build Within a Set Period of Time. Except where extended by Declarant in writing, every Owner shall have one (1) year, from the date of recording of the deed of conveyance from Declarant to that Owner, to commence construction of a single-family residence on any Lot within the Project. The work of construction and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within said one (1) year time frame and in accordance with the requirements herein contained. In the event prior to final approval, the ACC determines that construction cannot be completed within this time frame, it may grant the Owner an additional four (4) months to complete construction. To commence construction, an Owner shall have obtained final approval of the ACC, a building permit from the City, and shall have started the construction of the foundation and/or cement slab upon which the residential dwelling shall be constructed. In the event the Owner fails to commence construction within the time period set forth in this paragraph, the Owner may apply in writing to the ACC within said one (1) year period for an extension of time to commence construction, setting forth the period of time requested and the reason for said extension. The ACC must act upon said request within thirty (30) days after receipt or the request shall be deemed granted. However, if the ACC does not grant said extension, the Declarant, at its option, may repurchase said Lot by notifying the Owner, in writing, of its intention to repurchase, and tendering to the Owner the amount of the gross sales price received by the Declarant from the first lot purchase of the Lot, less twenty percent (20%) of the gross sales price, less the amount, if any, required to satisfy any taxes, assessments, liens, charges or encumbrances accruing or encumbering said Lot after conveyance of the same to the Owner. Bulk Purchasers are automatically exempt from the requirement to build until they are obligated to pay full Unit assessments as set forth above in Section 4.

#### ARTICLE 7. SOIL CONDITIONS

Section 7.1. Soils Test Required. Prior to the construction of any structure on any Lot, soil testing to detect the presence of expansive soils or other adverse soil conditions shall first be performed by a geotechnical engineer licensed by the State of Utah and approved by Declarant or the ACC. A list of approved geotechnical engineers shall be maintained by the ACC, and shall be available on request. Said soils tests shall be submitted to the ACC along with the other required documents as set forth in ARTICLE 6 and the Design Guidelines.

Section 7.2. Positive Adverse Soils Test. No structure or other improvement shall be commenced or built on any Lot if expansive soils or other adverse soil conditions are detected unless and until a geotechnical engineer licensed by the State of Utah and approved by the Declarant or the ACC shall have first designed a foundation system for the structure or other improvement. Said foundation design shall be signed and certified by said geotechnical engineer and shall be submitted to the ACC with the other required materials as set forth in ARTICLE 6 and the Design Guidelines. Except with regards to walls as set forth in Section 1.4 above, each Owner shall be exclusively responsible for issues related to unstable soils on their Unit Area, Unit and/or Lot. Neither the Declarant, the Association, the Board of Directors, the ACC, the MIC, nor any members of any of the foregoing, will be responsible for any issues whatsoever related to the stability of soils.

Section 7.3. Compliance with Foundation Design. In cases where Lots have tested positive for expansive soils or other adverse soil conditions, the ACC shall have the authority to deny occupancy of the structure or other improvement until proof has been submitted to the ACC that said structure or other improvement shall have been built in conformity to the standards of the foundation design set forth in Section 7.2 above. Said proof shall consist of a letter from the same geotechnical engineer that designed the foundation, addressed to the ACC stating that said geotechnical engineer has inspected said foundation and that said foundation has been built to the specified design.

Section 7.4. Costs of the Soils Test, Design and Inspection. Costs associated with the soils testing, foundation design, inspections, or other requirements of this Article shall be the sole responsibility of the Owner.

Section 7.5. Non-liability for Approval of Foundation Design. Neither the Declarant, the Association, the Board of Directors, the ACC, the MIC, the members of any of the foregoing, nor any Member shall be liable to any Owner for any defect in any foundation, structure or other improvement due to problems associated with expansive soils or other adverse soils conditions. All Owners agree to assume any and all risks associated with building on their respective Lots, which includes any risks associated with adverse soil conditions.

Section 7.6. Violations. If any Owner shall violate the terms of this Article, the ACC shall have the right to obtain injunctive relief through a court of competent jurisdiction to enjoin the violation of this Article, including enjoining an Owner from occupying said structure or other improvement until said Owner has complied with this Article. Said Owner shall be responsible for reasonable costs, including attorney fees, expended by the ACC to enforce the provisions of this Article.

ARTICLE 8.  
EXTERIOR MAINTENANCE

Section 8.1. Exterior Maintenance by Owner of the Structure. Each Owner shall be responsible for maintenance to the exterior of its Unit/structure, including, without limitation, the replacement of shrubs, trees, grass and artificial turf within the Unit Owner's Unit Area, as well as the maintenance of any downspouts, driveways and walkways from any road, sidewalk or driveway to such Unit Owner's Unit. The Directors shall, however, in the default of the Owner to perform maintenance which is the Owner's responsibility, and a majority vote of the Directors, and after ten (10) days written notice (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon each such Unit. The cost of such maintenance shall be assessed against the Lot and/or Unit.

Section 8.2. Exterior Maintenance by Association. The Association shall be responsible for maintaining the Limited Common Area and the front, side, and rear yards of every individual Unit, including, but not limited to, lawn and garden maintenance and weeding and the maintenance of any sidewalks that run along the street. The costs of such maintenance shall be assessed to each Owner equally and shall be collected as provided in ARTICLE 4 above. In addition, the Association shall be responsible for maintenance upon the Common Area, and Limited Common Area that is not adjacent to any Lot, and the area of any Lot outside the walls of the Unit that is of the same character as surrounding Common Area or Limited Common Area. Further, the Association shall be responsible for maintenance of all retaining walls that are adjacent to any private or public right of way, and all retaining walls that are not on private property. The cost of such maintenance shall be a common expense. The Association shall be responsible to hire a landscape service to care for and maintain the landscaping in the Project as determined by the Board of Directors. Each Owner shall be responsible for the repair or replacement of any landscaping, plants, trees, and driveway and any sidewalks that run from or to the home or Unit on their property or Unit Area, as applicable. Sidewalks that run parallel to any private street will be maintained and replaced by the Association. Notwithstanding the foregoing, the Association shall not be responsible to maintain or upkeep improvements installed by the Owner such as patios, awnings, fountains, fish ponds, swimming pools, and hot tubs.

Section 8.3. Access Easement. Declarant hereby reserves for, and each Owner hereby grants to, the Association, and its duly authorized agents or employees, an access easement to enter upon any Lot, Unit, Unit Area, or Limited Common Area for the sole purpose of performing the maintenance required or permitted by this Article. The foregoing notwithstanding, the Association shall enter upon any Lot, Unit, Unit Area, or Limited Common Area only at reasonable hours and after reasonable notice to the Owner of such Lot, Unit, Unit Area, or Limited Common Area.

Section 8.4. Alteration of Certain Maintenance Duties by Rule. The duty of maintenance for the area of a Lot outside the walls of the Unit, and the Limited Common Areas adjacent and appurtenant to the Units may be altered by Rule of the Association.

ARTICLE 9.  
USE RESTRICTIONS

Section 9.1. Construction, Business, Sales, and Marketing. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Units during the period of construction and sale and upon such portion of the Properties as Declarant deems necessary, including but not limited to a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities

thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

Section 9.2. General Use Restrictions. All of the Properties which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to community buildings on the Common Area. All buildings or structures erected in the Properties shall be of new construction and no buildings or structures shall be removed from other locations to the Properties, except as approved pursuant to the provisions of ARTICLE 6 above. After the initial construction on a Lot, no subsequent building or structure dissimilar to that initially constructed shall be built on that Lot.

Section 9.3. Signs; Commercial Activity. Except for one "For Sale" sign of not more than six (6) square feet and one reasonably sized flyer box attached thereto, no "For Rent" or "For Lease" signs, advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Unit or any portion of the Properties. Nor shall such signs, billboards, objects of unsightly appearance, or nuisances be placed or permitted to remain within any Unit where the same are visible from the streets, roadways, or Golf Course. No commercial activities or any kind whatever shall be conducted in any building or on any portion of the Properties. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in the Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

Section 9.4. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to Unit Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners, or which shall in any way increase the rate of insurance.

Section 9.5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Units, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Owners. All pets must be kept on the Units or in the residential dwelling of their Owners or on a leash when in the Common Areas. This provision may be made more restrictive by Rule of the Association.

Section 9.6. Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of the Common Area, other than as permitted in this Declaration or as may be allowed by the Directors. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners in the Properties and is necessary for the protection of the interests of all said Owners in and to the Common Area.

Section 9.7. Parking. Any inoperable motor vehicle parked in an area visible from any street or any operable motor vehicle which remains parked on any street in the Project for a continuous time period of over 72 hours shall be subject to removal by the Association, at the vehicle owner's expense. Any expense incurred by the Association in connection with the removal of any vehicle shall be paid to the Association by the owner of the vehicle upon demand by the Association. Any such expense to be paid to the Association shall be in addition to any fines levied pursuant to Section 14.1 of this Declaration. If the vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Unit and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments.

If parking spaces are designated on the Plat with numbers corresponding to Unit numbers, each such space is for the exclusive use of the Owner with the corresponding number. If parking areas are not designated on the Plat with numbers, the Directors may assign a vehicle parking space for each Owner, if applicable. Parking spaces within the Properties are for parking of motor vehicles actually used by the Owner or the Owner's immediate family or guests for personal use. Recreational vehicles, boats, travel trailers and similar property may not be parked within the Properties for more than twenty-four (24) hours.

Section 9.8. Planting and Gardening. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the ACC.

Section 9.9. External Apparatus. No Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the ACC.

Section 9.10. Exterior Television or Other Antennas. No exterior radio or other antennas, except one television antenna, to the extent not prohibited by law, which shall not exceed four (4) feet in height, per Unit, shall be placed, allowed or maintained upon any Unit or upon any structure or portion of the improvements situated and located upon the Properties without prior written approval of the ACC.

Section 9.11. Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the Units and shall not be allowed to accumulate thereon. Garbage shall be placed in proper containers. Garbage containers shall be kept in the rear yard area of a Lot, side yard (at least twelve feet from the front edge of the residence), or such other area approved by the ACC so that the view of the garbage containers is reduced or eliminated from all private and public rights of way.

Section 9.12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

Section 9.13. Interior Utilities. All utilities, fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Units or Owners.

Section 9.14. Leases. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Any Owner entering into a lease or rental agreement for his Unit must provide a copy of said lease or rental agreement to the Board of Directors of the same within thirty (30) days thereafter. The minimum lease period for any lease or rental agreement for any Unit shall be one (1) year.

If an Owner who is leasing his Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board of Directors, upon compliance with this section, may demand that the Owner's tenant pay to the Association all future lease payments due from the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. The exercise of this section shall be conducted in accordance with the requirements of the Community Association Act, and as follows:

(a) The Board of Directors shall provide written notice to the Owner of its intent to demand full payment from the Owner's tenant under this section. The written notice shall: (i) provide notice that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the assessment is received within twenty (20) days of the date the notice is sent; (ii) state the amount of the assessment due, including any interest or late payment fee; (iii) state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; (iv) provide the requirements and rights described in § 57-8a-205 of the Community Association Act.

(b) If Owner fails to pay the assessment due by the date specified in the notice, the Board of Directors may deliver written notice to the tenant that demands future lease payments due from the tenant to the Owner be paid directly to the Association. The notice to the tenant shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board of Directors to collect all lease payments due from the tenant; (ii) that until notification

by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this section will not constitute a default under the terms of the tenant's lease agreement with the Owner. A copy of this notice shall be mailed to the Owner. The Association may not initiate action against a tenant who makes payments under this section.

(c) All funds paid to the Association pursuant to this section shall be (i) deposited in a separate account, and disbursed to the Association, until the assessment due, together with any cost of administration, which cost may not exceed \$25, is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.

(d) Within five (5) business days after payment in full of the assessment, including any interest or late payment fee, the Board of Directors shall notify the tenant in writing that future lease payments are no longer due to the Association. The Board of Directors shall mail a copy of this notification to the Owner.

Section 9.15. Nuisances; Violation Constitutes a Nuisance. The Board of Directors shall have the authority, in its reasonable discretion, to identify specific acts or omissions as nuisances. Without limiting the foregoing, any act or omission whereby any restriction, condition or covenant as set forth in this Declaration is violated in whole or in part is hereby declared to be and shall constitute a nuisance. Any nuisance may be abated by Declarant or affected property Owners and such remedy shall be deemed to be cumulative and not exclusive.

Section 9.16. Timeshares Prohibited. No Owner shall offer or sell any interest in his Unit under a "timesharing" or "interval ownership" plan, or any similar plan.

#### ARTICLE 10. EASEMENTS

Section 10.1. Encroachments. Each Unit and the Property included in the Common and Limited Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any structure containing Common or Limited Common Area is partially or totally destroyed, and then rebuilt, the Owners of the Units so affected agree that minor encroachments of parts of the adjacent Lots or Common or Limited Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 10.2. Utilities. There is hereby created a blanket easement upon, across, over and under all of the Properties for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties in such a way as to unreasonably encroach upon or limit the use of the Common Area or Limited Common Area or any structure thereon. In the initial exercise of easement rights under this Section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof.

Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the Common and Limited Common Areas, and the right to connect to and use roadways and utilities owned or controlled by the Association or serving the Properties.



Section 10.3. Use of Common and Limited Common Areas. The Declarant reserves the right to execute agreement(s) which may confer on itself or adjacent landowners or owners associations the right to use Common and Limited Common Areas and common facilities, including, without limitation, recreational facilities.

Section 10.4. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common and Limited Common Area in the performance of their duties.

Section 10.5. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common and Limited Common Areas and any Unit to perform the duties of maintenance and repair.

Section 10.6. Easement for Declarant. The Declarant shall have a transferable easement over and on the Common Areas and facilities and utilities for the purpose of making improvements on the Property or on any additional land under the Declaration, or any development, related or unrelated, on land described herein or adjacent to the Property and for the purpose of doing all things reasonably necessary and proper in connection with the same.

Section 10.7. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

#### ARTICLE 11. GOLF COURSE PROVISIONS

Section 11.1. Use and Ownership. Golf Course Land is property owned by the City and is not Common Area and is not subject to this Declaration. The City has the sole and exclusive right to determine any and all access and play rights with respect to Golf Course Land.

Section 11.2. Overflight Easement. Declarant hereby dedicates and grants to the public a perpetual golf overflight easement over, across, and upon all Common Area and all Lots located within two hundred (200) feet (at any point) of the Sunbrook Golf Course perimeter legal description. Furthermore, all Owners within the Properties, their guests and invitees, agree to indemnify Declarant (its agents or employees), the Sunbrook Golf Course, and the City (its agents and employees) from personal injury or property damage resulting from any person or property being struck by a golf ball within the golf overflight easement herein provided.

Section 11.3. Restrictions. All Golf Course Units are subject to the following restrictions for use and maintenance:

(a) All fencing along Golf Course Units shall be constructed and maintained in accordance with the specifications established by the Declarant or the ACC for the purpose of preserving and protecting the views of the Golf Course from all adjoining property.

(b) Any portion of a Golf Course Unit which is visible from neighboring property shall be kept neat, clean, and free of weeds and refuse. Solar panels, exterior television or other television equipment, air conditioning units, evaporative coolers, or other similar devices or objects shall be placed in a manner to be not visible from neighboring property.

(c) All Golf Course Units shall be landscaped and maintained in accordance with the Rules and Regulations established by the Declarant, the Association, any subassociation, or the ACC. Such landscaping shall not be modified without prior approval of the ACC, which ACC shall determine that such modification will not interfere with the view from neighboring property or of other Golf Course Units.

(d) In no event shall windows of any Golf Course Unit be covered with paper, aluminum foil, bed sheets, or any other materials or temporary coverings not specifically intended for such purpose. No interior or exterior reflective material shall be used as a window covering unless such material has been approved by the ACC.

Section 11.4. Non-Exclusive Nature of Article. The covenants, conditions, restrictions, and easements contained in this Article are not intended to be and are not exclusive of any covenants, conditions, restrictions, and easements which may be contained in any applicable Plat of record or any agreement of record, or any right possessed by the City to further restrict or regulate Golf Course Land.

ARTICLE 12.  
SECURITY

Section 12.1. Operation by Master Association. Each Owner and occupant of a Unit and their respective guests and invitees shall be responsible for their own personal safety and the security of their property. The Association may, but shall not be obligated to, maintain or support certain activities on the Properties designed to enhance the level of safety or security which each person provides for himself and his property. Security activities which the Board of Directors may determine to undertake may include, without limitation a gate or gates, security personnel and an alarm system to which the homes may be connected.

Section 12.2. Association Easement. The Association is hereby granted the right and easement to enter any Lot (but not the residence improved thereon unless such authority is specifically given in writing) in answer to an alarm or when circumstances reasonably cause security personnel, if any, to believe that a present security risk justifies such entrance.

Section 12.3. Management of Security Systems. The Association shall manage and control the security gate(s) and the other amenities of the security systems, if any, and the Board of Directors may promulgate reasonable Rules and Regulations regarding the usage by Owners and their guests of the security gate(s) and the type of alarms and other equipment which may be connected to the system.

Section 12.4. No Degradation of System. No Owner shall do anything which shall degrade the effectiveness of the security system and each Owner shall exercise the greatest care so as not to lose any card key, remote control device or similar equipment which might be used in relation to the security systems.

Section 12.5. No Warranty of Effectiveness. Neither Declarant nor the Association warrants that the Project will be a fully secured project, nor do they warrant that the security systems will prevent criminal activity relative to, in or upon the Properties.

Section 12.6. Security Personnel. The Board of Directors may employ security personnel and empower them to enforce these covenants, conditions and restrictions, Rules and Regulations, and any other matter essential to the promotion of safety, enjoyment and use of the Properties, provided that said personnel shall act strictly in conformance with and subject to any and all federal, state and local laws, statutes or ordinances relevant thereto.

ARTICLE 13.  
EXPANSION

Section 13.1. Expansion Right. Declarant reserves the right, at its sole election, to expand the Properties to include the additional property more particularly described below by unilateral action of Declarant, regardless of the ownership of the additional property, without the consent of the Owners, for a period of twelve (12) years from the date of conveyance of a Lot from the last phase to be annexed.

The property, all or part of which may be included in one or more expansions, is located in Washington County, Utah, and is more particularly described as follows:

ALL PROPERTY LOCATED IN THE GENERAL VICINITY OF THE PROPERTY PREVIOUSLY DESCRIBED HEREIN, WHICH IS CONTIGUOUS TO, OR ACROSS A PUBLIC RIGHT OF WAY FROM ANY PHASE OF THE DEVELOPMENT, INCLUDING BUT NOT LIMITED TO, ALL THAT REAL PROPERTY SPECIFICALLY DESCRIBED ON EXHIBIT C, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (the "Expansion Properties").

Section 13.2. Procedure for Expansion. Expansion shall occur by the Declarant filing:

(a) an additional subdivision Plat or Plats creating additional planned unit developments, condominiums or other ownership regimes compatible with residential use, on the property described above, stating on each Plat the intention to have the property described on said Plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation; and

(b) a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Section 13.3. Use of Expansion Areas. The Declarant shall have the sole discretion as to development of any expansion area and may include any facilities or amenities thereon that Declarant deems necessary or desirable. Any Common Areas shall be owned by the Association. The Common Area and Limited Common Area in any expansion area shall be deeded by the Declarant to the Association, free and clear of all encumbrances and liens, prior to recordation of the Declaration of Annexation and the Association shall accept the deed. Owners in the original and expansion areas shall have the same rights to the use and enjoyment of Association Property and facilities. Declarant's Class B ownership status shall extend to all Lots and Units in the expansion area. Otherwise, Owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments of each Unit and Owner in any expansion area shall be equal to the liability of each Unit and Owner in the original Properties.

Section 13.4. Automatic Expansion and Inclusion. In addition to the Declarant's rights to expand the Properties encumbered by the Declaration as set forth above, all real property, Lots, or Units that have been paying assessments under the Declaration and receiving the benefits of the Association, without objection of the Association, for a period of five (5) years or more, shall be deemed part of the Properties and encumbered by this Declaration, and the Owners thereof shall be deemed Members of the Association with all the rights and responsibilities thereof, including, without limitation, use of the Common Areas and payment of assessments.

#### ARTICLE 14. GENERAL PROVISIONS

Section 14.1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any Rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any Rule or Regulation shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any Rule or Regulation, the party against whom enforcement is sought shall pay to the Association or enforcing Owner reasonable attorney fees. The Directors may levy a fine or penalty, not to exceed for each violation, fifty percent (50%) of the amount of the Maximum Annual Assessment against any Owner who fails to refrain from violation of these covenants or a Rule or Regulation. The Directors shall provide five (5) days written notice and opportunity for the Owner to cure the violation prior to levying such fine or penalty. For purposes of this section, any violation that continues for more than thirty (30) days after written notice of the violation is provided constitutes a separate violation. No further notice is required to be given to an Owner for a continuing violation. Any fine or penalty levied by the Directors shall be treated as an assessment recoverable by the Association under and in accordance with ARTICLE 4.

Section 14.2. Severability. All of said conditions, covenants and restrictions contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or restrictions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this

Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 14.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 14.4. Amendment. Notice of any meeting of Members called for the purpose of amending the Declaration shall be sent to all Members at least thirty (30) days in advance of said meeting. Such notice shall either be mailed or otherwise provided as allowed under then current Utah state law. At the first meeting called, the presence of Members, Member's mail in votes, proxies of Members, or any other representation of votes as allowed pursuant to Utah law holding more than fifty percent (50%) of the total voting rights within the Association shall be required in order to constitute a quorum sufficient to amend the Declaration. If the quorum requirement is not met at the first meeting, another meeting may be called, on at least thirty (30) days advance notice, and the presence of more than twenty five percent (25%) of the total voting rights within the Association shall be required in order to constitute a quorum sufficient to amend the Declaration. If the quorum requirement is not met at the second meeting, another meeting may be called, on at least thirty (30) days advance notice and any number of Members at such third meeting will constitute a quorum sufficient to amend the Declaration. If a quorum is gathered at one of the meetings described above, and at least sixty-seven percent (67%) of the votes that are actually cast vote to amend the Declaration, then the President of the Association shall prepare, execute and record an instrument that amends the Declaration as approved by the Members.

Notwithstanding the foregoing or anything to the contrary set forth in the Declaration: (i) Declarant's consent, which may be withheld in Declarant's sole and absolute discretion, is required for any amendment that materially alters, modifies, prejudices, or otherwise changes Declarant's rights, interests, and/or privileges described in this Declaration; and (ii) Declarant reserves the right for so long as it shall have Class B membership status, to unilaterally amend the Declaration.

Section 14.5. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

Section 14.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 14.7. Waivers. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 14.8. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

Section 14.9. Governing Law. This Declaration, and all terms and provisions hereof, shall be governed and construed in accordance with the laws of the State of Utah.

ANY AND ALL rights and powers of Declarant herein contained may be delegated, transferred or assigned.

IN WITNESS WHEREOF all the parties hereto execute this Second Restatement as of December 30, 2011.

Declarant: THE SUNBROOK MASTER OWNERS ASSOCIATION,  
a Utah non-profit corporation

By: *G. Scott Dean* *JS*  
G. Scott Dean

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 30<sup>th</sup> day of December, 2011, personally appeared before me, G. Scott Dean duly sworn, did say that he is the President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said company in his capacity as President.

*Leigh-Elle Kent*  
Notary Public



Acceptance by the Association is on the next page.

ACCEPTANCE BY THE ASSOCIATION

THIS SECOND RESTATEMENT was prepared through the joint efforts of the Declarant and the Association. It was approved by the unanimous vote of the Board of Directors in that certain Board Meeting held on December 20, 2011. Thane Smith, an employee of Declarant and a member of the Board of Directors abstained from voting. The Board of Directors voted to approve the final draft of this Second Restatement and specifically requested the extension of the Class B Membership time period contained in Section 3.1(b) hereof. Finally, the Association formally requested that Declarant exercise its powers in signing and effectuating the changes contained in this Second Amendment.

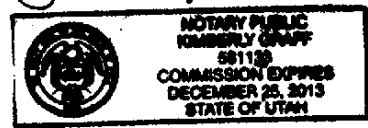
Association: THE SUNBROOK MASTER OWNERS ASSOCIATION,  
a Utah non-profit corporation

By: *Duane Monette*  
Duane Monette, President

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On this 21 day of December, 2011, personally appeared before me, Duane Monette duly sworn, did say that he is the President of THE SUNBROOK MASTER OWNERS ASSOCIATION, a Utah non-corporation, and that the within and foregoing instrument was signed in behalf of said company in his capacity as President.

*Kimberly Graff*  
Notary Public



**EXHIBIT A**

(Tax Parcel Numbers)

**The French Quarter at Sunbrook, Tax Parcels: SG-FQS-1 through 26;**

**Santa Maria Subdivision, at Sunbrook, Phase 1, Tax Parcels: SG-SMSB-1-1 through 1-9; 1-27 through 1-53; 1-55 through 1-63;**

**Santa Maria Subdivision at Sunbrook, Phase 2, Tax Parcels: SG-SMSB-2-64 through 2-89-B; 2-69-B;**

**Santa Maria Subdivision at Sunbrook Phase 3, Tax Parcels: SG-SMSB-3-10 through 3-26; 3-54;**

**Proposed Santa Maria at Sunbrook Phase 4, Tax Parcels: SG-SMSB-4-90 through 4-107;**

**Bellserra Townhomes at Sunbrook Phase 1, Tax Parcels: SG-BLTS-1-1 through 1-18; and 1-49 through 1-56;**

**Bellserra Townhomes at Sunbrook Phase 2, Tax Parcels: SG-BLTS-2-19 through 2-31;**

**Bellserra Townhomes at Sunbrook Phase 3, Tax Parcels: SG-BLTS-3-32 through 3-48; 3-57 through 3-68;**

**Bridgewater Townhomes at Sunbrook, Tax Parcels: SG-BTSB-1 through 39;**

**Crescent Pointe Townhomes at Sunbrook, Tax Parcels: SG-CPTS-1 through 3; 5 through 16;**

**Canyon View Ridge Subdivision at Sunbrook Phase 1, Tax Parcels: SG-CVRS-1.1 through 1.53;**

**Canyon View Ridge Subdivision at Sunbrook Phase 2, Tax Parcels: SG-CVRS-1-7 – 1-11; SG-CVRS-1-13; SG-CVRS - 1-15; SG-CVRS 1-18- 1-23; SG-CVRS 1-25 – 1-28; SG-CVRS; SG-CVRS – 1-30 – 1-40; SG-CVRS 1-43-1-59;**

**Canyon View Ridge Subdivision at Sunbrook Phase 3, Tax Parcels: SG-CVRS-3-61 through 3-69;**

**Lots 1 and 3 Sunbrook Centre at Sunbrook, Tax Parcels: SG-SCAS-1; SG-SCAS- 3;**

**The Pointe at Sunbrook, Phase 1, Tax Parcels: SG-PAS 1-1 through 1-17;**

**The Pointe at Sunbrook, Phase 2, Tax Parcels: SG-PAS-2-18 through 2-32;**

**Dolce Vista at Sunbrook Phase 1, Tax Parcels: SG-DVS-1-1 through 1-39;**

**Bella Vista at Sunbrook, Tax Parcels: SG-BVS-1 through 12; and**

**The Cove at Sunbrook, Tax Parcels: SG-CSB-101 through 150**

**The following Tax Parcel numbers are for property shown on Exhibit C: SG-6-2-21-2210, SG-6-2-28-11210, SG-6-2-28-113, SG-6-2-26-3411, SG-6-2-34-10121, SG-6-2-28-115, SG-6-2-27-425, SG-6-2-27-426, SG-6-2-27-231, SG-6-2-27-232, SG-6-2-27-233, SG-6-2-28-212, SG-6-2-27-332, SG-6-2-34-1015, SG-6-2-27-41610, SG-6-2-22-3341, , SG-6-2-28-116, SG-6-2-28-117, SG-6-2-22-347 and SG-6-2-27-232**

**EXHIBIT B**

(Legal Description of the Properties)

That certain real property located in Washington County, Utah, specifically described as follows:

**All property** located within the following subdivision plats:

1. **The French Quarter at Sunbrook**, according to the Official Plat thereof, filed, April 24, 1997, as Document No. 00563916, in Book 1094, Page 0538, Map #1356, File 9, on file in the Office of the Recorder of Washington County, State of Utah;
2. **Santa Maria Subdivision, at Sunbrook, Phase 1**, according to the Official Plat thereof, filed January 6, 1998, as Document No. 00587470, in Book 1165, Page 0355, Map #1425, File 9, on file in the Office of the Recorder of Washington County, State of Utah;
3. **Santa Maria Subdivision at Sunbrook, Phase 2**, according to the Official Plat thereof, filed August 3, 1999, as Document No. 00657007, in Book 1342, Page 1076, Map #1604, File 9, on file in the Office of the Recorder of Washington County, State of Utah;
4. **Santa Maria Subdivision at Sunbrook Phase 3**, according to the Official Plat thereof, filed February 4, 2004, as Document No. 00863559, in Book 1613, Page 1508, Map #2124, File 11, on file in the Office of the Recorder of Washington County, State of Utah;
5. **Santa Maria at Sunbrook Phase 4**, according to the Official Plat thereof, filed August 27, 2010, as Document No. 20100028534 on file in the Office of the Recorder of Washington County, State of Utah;
6. **Bellsera Townhomes at Sunbrook Phase 1**, according to the Official Plat thereof, filed July 20, 2001, as Document No. 00728719, in Book 1418, Page 1332, Map #1810, File 9, on file in the Office of the Recorder of Washington County, State of Utah;
7. **Bellsera Townhomes at Sunbrook Phase 2**, according to the Official Plat thereof, filed August 1, 2002, as Document No. 00775455, in Book 1478, Page 2089, Map #1928, File 10, on file in the Office of the Recorder of Washington County, State of Utah;
8. **Bellsera Townhomes at Sunbrook Phase 3**, according to the Official Plat thereof, filed October 3, 2003, as Document No. 043719, in Book 1586, Page 2372, Map #2083, File 11, on file in the Office of the Recorder of Washington County, State of Utah;
9. **Bridgewater Townhomes at Sunbrook**, according to the Official Plat thereof, filed January 13, 1998, as Document No. 00581111, in Book 1167, Page 0537, Map #1430, File 9, on file in the Office of the Recorder of Washington County, State of Utah;
10. **Crescent Pointe Townhomes at Sunbrook**, according to the Official Plat thereof, filed January 29, 2003, as Document No. 00801252, in Book 1518, Page 2156, Map #1981, File 10, on file in the Office of the Recorder of Washington County, State of Utah;
11. **Canyon View Ridge Subdivision at Sunbrook Phase 1**, according to the Official Plat thereof, filed October 17, 1994, as Document No. 00481477, in Book 0857, Page 0618, Map #982, File 9, on file in the Office of the Recorder of Washington County, State of Utah;  
**Less and Excepting** Lots 1-6, 12, 14, 16, 17, and 29 Canyon View Ridge Subdivision at Sunbrook Phase 1, see the recording information above.
12. **Canyon View Ridge Subdivision at Sunbrook Phase 2**, according to the Official Plat thereof, filed April 24, 1997, as Document No. 00563914, in Book 1094, Page 0535, Map #1355, File 9, on



file in the Office of the Recorder of Washington County, State of Utah;

**Less and Excepting Lot 60, Canyon View Ridge Subdivision at Sunbrook Phase 2**, see the recording information above.

**14. Canyon View Ridge Subdivision at Sunbrook Phase 3**, according to the Official Plat thereof, filed April 24, 1998, as Document No. 00600265, in Book 1205, Page 0632, Map #1478, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

**15. Lots 1 and 3 Sunbrook Centre at Sunbrook**, according to the Official Plat thereof, filed December 18, 1998, as Document No. 00629204, in Book 1393, Page 0645, Map #1551, File 9, on file in the Office of the Recorder of Washington County, State of Utah; together with that certain Quitclaim Deed recorded November 16, 2011, as Document No. 20110035018, on file in the Office of the Recorder of Washington County, State of Utah;

**16. The Pointe at Sunbrook, Phase 1**, according to the Official Plat thereof, filed May 28, 2004, as Document No. 00881869, in Book 1641, Page 2641, Map #2172, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

**17. The Pointe at Sunbrook, Phase 2**, according to the Official Plat thereof, filed August 15, 2006, as Document No. 20060036829, Map #2603, File 12, on file in the Office of the Recorder of Washington County, State of Utah;

**18. Dolce Vista at Sunbrook Phase 1**, according to the Official Plat thereof, filed October 7, 2005, as Document No. 00976715, in Book 1799, Page 2119, Map #2404, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

**19. Bella Vista at Sunbrook**, according to the Official Plat thereof, filed May 4, 2006, as Document No. 20060018099, Map #2538, File 1, on file in the Office of the Recorder of Washington County, State of Utah;

**20. The Cove at Sunbrook**, according to the Official Plat thereof, filed August 16, 2007, as Document No. 20070041328, Map #2779, File 12, on file in the Office of the Recorder of Washington County, State of Utah.

**EXHIBIT C**

(Legal Description of the Expansion Properties)

Note: Parcels numbered as such for reference purposes only:

PARCEL 1: (SLR)



October 8, 2010  
Revised November 1, 2010  
Revised March 23, 2011

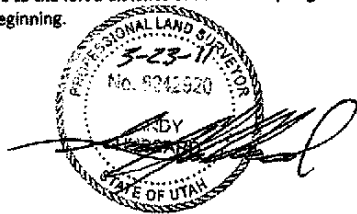
SUNBROOK

SHEET 18 REMAINING PARCEL 15 INCLUDING CART PATH AREA FROM ST. GEORGE (portions of SG-6-2-27-212 & SG-6-2-27-234)

A part of the East Half of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly right of way line of Sunbrook Drive said point is the Northwesterly corner of Bella Terrazza @ Sunbrook Amended and Extended, a condominium project in St. George City, Washington County, Utah; said point being 2414.73 feet South 0°28'23" West along the Quarter Section line and 847.26 feet South 89°31'37" East from the North Quarter Corner of said Section, and running thence Eight (8) courses along the Westerly and Southerly line of said Bella Terrazza @ Sunbrook Amended and Extended as follows: South 34°09'48" East 182.48 feet; Southwesterly along the arc of a 218.50 foot radius curve to the left a distance of 135.47 feet (Long Chord bears South 36°36'31" West 133.31 feet); South 46°29'35" East 39.24 feet; South 22°20'42" West 22.07 feet; South 2°50'00" East 37.08 feet; South 71°51'07" East 76.62 feet; North 67°34'00" East 109.43 feet and North 89°08'13" East 153.44 feet to the West right of way line of Luce Del Sol Drive; thence Six (6) courses along said West right of way line as follows: Southerly along the arc of a 565.00 foot radius curve to the left a distance of 4.49 feet (Long Chord bears South 2°20'30" West 4.49 feet) to a point of reverse curvature; Southwesterly along the arc of a 20.00 foot radius curve to the right a distance of 29.99 feet (Long Chord bears South 45°04'41" West 27.26 feet); South 1°57'13" East 43.00 feet; thence Southeasterly along the arc of a 20.00 foot radius curve to the right a distance of 30.00 feet (Long Chord bears South 48°59'08" East 27.26 feet) to a point of reverse curvature; Southerly along the arc of a 565.00 foot radius curve to the left a distance of 40.62 feet (Long Chord bears South 8°04'53" East 40.61 feet) to a point of reverse curvature; and Southerly along the arc of a 285.00 foot radius curve to the right a distance of 50.18 feet (Long Chord bears South 5°05'49" East 50.02 feet); thence North 88°33'45" West 16.94 feet; thence North 88°34'32" West 104.70 feet; thence South 36°10'03" West 150.90 feet; thence South 11°14'37" West 255.00 feet; thence South 76°39'25" West 293.20 feet; thence South 18°13'22" West 166.09 feet; thence South 75°58'17" West 113.52 feet; thence South 47°09'03" West 22.63 feet to the Northerly line of Parcel SG-6-2-27-232 (Washington County Records); thence North 24°52'49" West 176.17 feet along said Northerly line; thence North 20°07'24" East 30.43 feet; thence North 15°36'34" East 155.06 feet; thence North 18°19'05" East 423.25 feet; thence North 16°59'36" East 158.00 feet; thence North 26°19'18" East 216.09 feet to said Southerly right of way line of Sunbrook Drive; thence Northeasterly along the arc of a 692.10 foot radius curve to the left a distance of 99.74 feet (Long Chord bears North 59°57'20" East 99.65 feet) to the point of beginning.

Contains 12.683 Acres



PARCEL 2 (PRI):



October 8, 2010  
Revised March 23, 2011

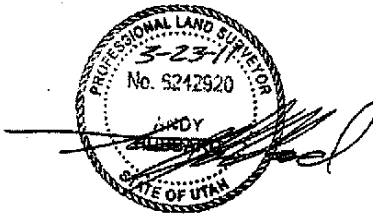
SUNBROOK

SHEET 18 PARCEL 13 INCLUDING CART PATH FROM ST. GEORGE (Portions of SG-6-2-27-212 & SG-6-2-27-232)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 16 West,  
Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Quarter Section line said point being 4139.40 feet  
South 0°28'23" West along the Quarter Section line from the North Quarter Corner of said Section and  
running thence Northeasterly along the arc of a 52.50 foot radius curve to the right a distance of  
45.85 feet (Long Chord bears North 25°29'36" East 44.41 feet); thence North 50°29'26" East 95.62 feet;  
thence South 5°21'54" East 173.66 feet; thence North 81°45'57" East 188.56 feet; thence  
North 10°56'53" East 314.33 feet; thence North 7°29'54" East 283.59 feet; thence North 15°36'39" East  
206.14 feet; thence South 24°52'49" East 176.17 feet; thence South 32°10'48" West 18.12 feet; thence  
South 15°27'43" West 111.32 feet; thence South 0°35'27" East 142.09 feet; thence  
South 20°37'47" West 94.24 feet; thence South 39°03'16" East 565.32 feet; thence South 26°28'17" East  
173.12 feet; thence south 6°45'33" East 147.50 feet; thence South 64°39'30" West 126.56 feet; thence  
North 83°36'47" West 555.05 feet; thence South 61°55'33" West 92.11 feet; thence  
North 38°05'06" West 120.00 feet; thence North 27°34'27" West 126.42 feet; thence  
Northwesterly along the arc of a 210.17 foot radius curve to the right a distance of 102.88 feet (Long  
Chord bears North 13°33'02" West 101.86 feet) to said Quarter Section line; thence North 0°28'23" East  
240.07 feet along said Quarter Section line to the point of beginning.

Contains 11.744 acres



PARCEL 3:

Beginning at a point North 01°01'16" West 291.87 feet along the Section line and North 90°00'00" West 350.12 feet from the Southwest Corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 61°22'24" East 788.50 feet; thence North 72°38'26" East 391.15 feet; thence North 52°14'43" West 257.50 feet; thence South 89°51'47" West 523.36 feet to the West line of Section 22, said Township and Range; thence North 01°01'16" West 381.135 feet along said Section line; thence North 89°13'15" West 1326.16 feet; thence South 01°00'19" East 1284.80 feet to the South line of Section 21, said Township and Range; thence North 89°43'45" East (South 89°43'45" East per survey) 373.16 feet along said Section line; thence South 00°07'54" West 705.00 feet; thence North 72°38'46" East 344.82 feet; thence North 00°07'53" East 31.96 feet; thence North 59°04'28" East 115.03 feet; thence North 05°30'30" West 25.04 feet; thence North 51°58'16" East 222.38 feet; thence North 36°59'09" West 259.64 feet; thence North 44°56'32" East 220.57 feet; thence North 00°00'00" East 222.00 feet to the point of beginning.

PARCEL 4:

Beginning at a point South 00°09'37" East 1096.83 feet along the Section line from the true Northwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 89°56'57" West 221.80 feet; thence South 00°09'37" East 178.93 feet to the 1/16 line of Section 28, said Township and Range; thence North 89°56'57" West 616.96 feet along said 1/16 line; thence North 00°03'03" East 588.49 feet; thence South 89°52'07" East 136.03 feet; thence South 54°46'25" East 466.65 feet; thence North 66°19'28" East 723.89 feet; thence North 86°31'13" East 320.33 feet; thence North 69°05'15" East 295.54 feet; thence South 02°15'46" East 760.43 feet to the 1/16 line of Section 27, said Township and Range; thence South 89°45'06" West 967.72 feet to the West line of Section 27, thence North 00°09'37" West, 207.59 feet along said Section line of the point of beginning.

PARCEL 7:

Beginning at a point North 00°09'37" West 1074.93 feet along the Section line and North 90°00'00" East 2048.25 feet from the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence South 49°57'44" East 418.67 feet to a point on the Center Section Line; thence South 00°57'03" West (South 00°57'03" East per survey) 424.98 feet along said Center Section Line to a point on the North Line of Sunbrook Drive, an 80.00 foot wide public street, said point being on a 524.02 foot radius non-tangent curve, the radius point of which bears North 49°21'28" East; thence along said public street as follows; curving to the right 204.58 feet through a central angle of 22°22'05" thence North 18°16'27" West 220.72 feet to the point of curvature of a 541.86 foot radius curve; thence curving to the left 331.14 feet along the arc of said curve through a central angle of 35°00'52"; thence departing Sunbrook Drive North 36°42'42" East 53.87 feet to the point of beginning.

PARCEL 8:

Beginning at the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 89°58'26" West 221.80 feet along the Center Section Line; thence North 00°09'37" West 1315.09 feet; thence South 89°56'57" East 221.80

feet to the West line of said Section 27; thence South 00°09'37" East 10.62 feet along said Section line to the 1/16 corner; thence North 89°45'06" East 1001.95 feet along the 1/16 line; thence North 48°37'47" East 24.62 feet to a point on the South line of Sunbrook Drive, an 80.00 foot wide public street; thence along said public street as follows: South 83°49'07" East 268.43 feet to the point of curvature of a 525.00 foot radius curve; thence curving to the right 202.39 feet along the arc of said curve through a central angle of 22°05'18"; thence South 61°43'49" East 267.16 feet; thence departing Sunbrook Drive along the Sunbrook Golf Course Boundary as follows: South 85°39'24" West 396.93 feet; thence North 80°52'11" West 850.78 feet; thence South 85°10'58" West 480.23 feet to the West Section Line of said Section 27; thence South 00°09'37" East 105.00 feet along said section line; thence South 47°44'48" East 544.79 feet; thence South 81°02'40" East 1113.58 feet; thence North 66°20'45" East 661.71 feet to a point on the South line of said Sunbrook Drive, said point also being on a 461.86 foot radius curve, the radius point of which bears South 64°36'25" West; thence departing said golf course boundary along the South line of Sunbrook Drive as follows: 57.39 feet along the arc of said curve through a central angle of 07°07'08"; thence South 18°16'27" East 208.52 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.77 feet along the arc of said curve through a central angle of 86°33'45"; thence South 68°16'43" West 4.87 feet; thence South 21°43'17" East 50.00 feet; thence North 68°16'43" East 4.99 feet to the point of curvature of a 25.00 foot radius curve; thence curving to the right 37.28 feet along the arc of said curve through a central angle of 85°26'26" to a point of reverse curvature of 604.02 foot radius curve, the radius point of which bears South 63°43'09" West; thence curving to the left 240.25 feet along the arc of said curve through a central angle of 22°47'22" to a point on the Center Section Line; thence departing said Sunbrook Drive South 00°57'03" East 1110.53 feet along said Center Section Line; thence South 89°50'58" West 2392.13 feet to the West line of said Section 27; thence North 00°04'17" West 851.02 feet to the point of beginning.

PARCEL 11:

Beginning at a point on the West Right-of-Way Line of Dixie Downs Road, said point being North 0°46'03" West along section line 641.95 feet and North 90°00'00" East 30.35 feet from the East Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 53°49'31" West 37.80 feet to the East line of said Section 27; thence North 0°46'03" West along said section line 330.66 feet; thence South 82°46'03" East 180.10 feet to the West Right-of-Way Line of Dixie Downs Road; thence South 23°31'06" West along said West Right-of-Way Line 360.19 feet to the point of beginning.

PARCEL 12:

Beginning at the South Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 89°59'34" East 242.77 feet along the Section line to the North Quarter Corner of Section 34, of said Township and Range; thence South 89°31'30" East 1087.21 feet along the Section Line; thence North 00°52'03" West 2025.61 feet to a point on the Sunbrook Golf Course Boundary Line; thence along said Golf Course boundary line as follows: South 89°07'57" West 65.00 feet; thence South 00°52'03" East 160.37 feet; thence South 68°38'12" West 614.99 feet; thence South 00°00'00" East 86.00 feet; thence South 44°41'25" East 392.45 feet; thence South 59°02'10" East 186.59 feet; thence South 00°56'18" East 875.61 feet; thence North 89°31'30" West 205.21 feet; thence North 84°24'08" West 200.00 feet; thence North 74°09'52" West 200.00 feet; thence North 63°55'28" West 200.00 feet; thence North 53°41'03" West 200.00 feet; thence North 39°30'39" West 164.04 feet; thence North

29°00'00" West 126.46 feet to the point of curvature of a 210.17 foot radius curve, concave to the Northeast; thence Northwesterly 102.89 feet along the arc of said curve through a central angle of 28°02'57" to a point on the North-South Center Section Line of said Section 27; thence South 00°57'03" East 912.37 feet along said Center Section Line to the South Quarter Corner of said Section 27 and the point of beginning.

LESS AND EXCEPTING any portion lying within Luce Del Sol Drive, a dedicated Street.

ALSO LESS AND EXCEPT any portion lying within Highlands at Green Valley, Phase 1, according to the official Plat thereof.

PARCEL 13:

Beginning at a point North 00°57'03" West 1152.37 feet along the North-South Center Section Line and North 89°02'57" East 10.00 feet from the South Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point is on the Sunbrook Golf Course boundary line; and running thence along said Golf Course boundary line as follows: South 00°57'03" East 240.00 feet to the point of curvature of a 200.17 foot radius curve, concave to the Northeast; thence Southeasterly 97.99 feet along the arc of said curve through a central angle of 28°02'57" to the point of tangency; thence south 29°00'00" East 126.39 feet; thence South 39°33'54" East 120.00 feet; thence North 60°30'00" East 82.00 feet; thence South 85°02'20" East 555.05 feet; thence North 63°13'57" East 126.56 feet; thence North 08°11'06" West 147.50 feet; thence North 27°53'50" West 173.12 feet; thence North 40°28'49" West 565.32 feet; thence North 19°12'14" East 94.24 feet; thence North 02°01'00" West 142.09 feet; thence North 14°02'10" East 111.32 feet; thence North 30°45'15" East 18.12 feet; thence North 26°18'22" West 176.17 feet; thence South 14°11'06" West 206.14 feet; thence South 06°04'21" West 283.59 feet; thence South 09°31'20" West 314.33 feet; thence South 80°20'24" West 190.70 feet; thence North 06°47'20" West 163.53 feet; thence South 49°04'00" West 88.84 feet to the point of curvature of a 42.51 foot radius curve, concave to the Southeast; thence Southwesterly 37.11 feet along the arc of said curve through a central angle of 50°01'03" to the point of tangency and the point of beginning.

PARCEL 14:

Beginning at a point on the North-South Center Section Line North 00°57'03" West 1152.37 feet from the South Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along said North-South Center Section Line North 00°57'03" West 1771.77 feet to a point on the South Right-of-Way Line of Sunbrook Drive, an 80.00 foot wide public street, said point being on a 604.02 foot radius curve, concave to the Northeast, the radius point of which bears North 40°55'47" East; thence along said South Right-of-Way Line in the following Six (6) courses: Southeasterly 72.21 feet along the arc of said curve through a central angle of 06°50'58" to a point of compound curvature of a 692.10 foot radius curve, concave to the Northeast, the radius point of which bears North 34°04'49" East; thence Southeasterly 247.75 feet along the arc of said curve through a central angle of 20°30'36" to the point of reverse curvature of a 25.00 foot radius curve, concave to the Southwest, the radius point of which bears South 13°34'13" West; thence Easterly and Southerly 37.53 feet along the arc of said curve through a central angle of 86°00'06"; thence South 80°25'41" East 50.00 feet to the point of curvature of a 25.00 foot radius curve, concave to the Southeast; thence Northerly and Easterly 37.53 feet along the arc of said curve through a central angle of 86°00'06"

to the point of reverse curvature of a 692.10 foot radius curve, concave to the North, the radius point of which bears North 05°34'25" East; thence Northeasterly 156.92 feet along the arc of said curve through a central angle of 12°59'25" to a point on the West boundary line of Sunbrook Golf Course Hole No. 2; thence leaving said South Right-of-Way Line and following said Sunbrook Golf Course boundary line as follows: South 27°17'37" West 848.13 feet; thence South 05°09'26" West 556.25 feet; thence South 06°47'20" East 205.06 feet; thence South 49°04'00" West 95.62 feet to the point of curvature of a 52.51 foot radius curve, concave to the Southeast; thence Southwesterly 45.84 feet along the arc of said curve through a central angle of 50°01'03" to the North-South Center Section line and the point of beginning.

PARCEL 16:

Beginning at a point on the North Right-of-Way Line of Sunbrook Drive, an 80.00 foot wide public street, North 00°46'03" West 602.64 feet along the Section line and North 90°00'00" West 313.46 feet from the East Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being on a 533.50 foot radius curve, concave to the Southeast, the radius point of which bears South 03°44'43" West, and running thence along said North Right-of-Way Line as follows: Southwesterly 207.32 feet along the arc of said curve through a central angle of 22°15'57" to the point of reverse curvature of a 460.00 foot radius curve, concave to the North, the radius point of which bears North 26°00'40" West; thence Southwesterly and Northwesterly 353.34 feet along the arc of said curve through a central angle of 44°00'40" to the point of tangency; thence North 72°00'00" West 238.51 feet to the point of curvature of a 591.50 foot radius curve, concave to the South; thence Northwesterly and Southwesterly 431.28 feet along the arc of said curve through a central angle of 41°46'34" from which the radius point bears South 23°46'34" East; thence leaving said North Right-of-Way Line North 12°29'40" East 51.26 feet; thence North 82°17'40" East 200.00 feet; thence South 87°48'20" East 730.00 feet; thence North 87°03'40" East 251.99 feet to a point on the Sunbrook Golf Course Boundary Hole No. 7; thence along said Golf Course boundary South 01°03'14" East 37.31 feet to the North Right-of-Way Line of said sunbrook Drive and the point of beginning.

LESS AND EXCEPTING any portion lying within Sunbrook Drive and Luce Del Sol, dedicated public streets.

PARCEL 21:

Beginning at a point South 00°09'37" East along the Section line 297.00 feet and North 90°00'00" West 688.01 feet from the true Northwest (NORTHEAST per survey) Corner of Section 28 common also to Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being on the boundary of the Sunbrook Golf Course and running thence along said golf course as follows: South 36°59'09" East 179.76 feet; thence South 54°46'25" East 333.39 feet; thence departing said golf course South 22°20'22" West 169.87 feet to a point on a 175.00 foot radius curve, the radius point of which bears North 22°20'22" East; thence curving to the left 51.58 feet along the arc of said curve through a central angle of 16°53'12"; thence departing said curve South 05°27'10" West 110.00 feet; thence South 84°32'50" East 94.58 feet; thence South 66°19'28" West 87.10 feet; thence North 54°46'25" West 466.65 feet; thence North 89°52'07" West 136.03 feet; thence South 00°03'03" West 588.49 feet to a point on the 1/16 section line; thence North 89°56'57" West 125.17 feet along said 1/16 section line; thence North 00°07'53" East 756.68 feet; thence North 59°04'28" East 115.03 feet; thence North

05°30'30" West 25.04 feet; thence North 51°58'16" East 222.38 feet to a point on the golf course boundary and the point of beginning.

PARCEL 30:

Beginning at a point South 00°09'37" East 1275.55 feet along the section line and South 90°00'00" West 221.80 feet from the Northeast corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence South 00°09'37" East 670.14 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South 81°59'03" West, said point being also on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence Northwesterly 612.80 feet along the arc of said curve and said proposed centerline through a central angle of 47°26'51" to the point of tangency; thence continuing along said proposed centerline North 55°27'48" West 289.69 feet; thence leaving said proposed centerline South 89°56'57" East 550.00 feet to the point of beginning.

PARCEL 31:

Beginning at a point South 00°04'17" East 851.02 feet along the section line and South 89°50'58" East 977.22 feet from the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence leaving said centerline North 89°50'58" East 1414.90 feet to the sixteenth line; thence south 00°57'03" East 1665.55 feet along said sixteenth line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 39°58'05" East, said point also being on the centerline of said proposed Plantation Drive; thence Northwesterly 702.91 feet along the arc of said curve and said proposed centerline through a central angle of 32°13'08" to the point of reverse curvature of a 1000.00 foot radius curve concave to the Southwest, the radius point of which bears South 77°11'13" West; thence Northwesterly 561.96 feet along the arc of said curve and said proposed centerline through a central angle of 32°11'52" to the point of tangency; thence continuing along said proposed centerline North 50°00'38" West 973.68 feet to the point of beginning.

PARCEL 32:

Beginning at the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along the section line South 89°31'30" East 819.51 feet; thence leaving said Section line South 10°57'13" East 307.70 feet to a point on the proposed centerline of a proposed 66.00 foot wide public street; thence along said proposed centerline South 23°27'06" West 303.24 feet to a point on the proposed centerline of Plantations Drive, a proposed 80.00 foot wide public street; thence along said proposed centerline North 51°12'26" West 720.12 feet to the point of curvature of a 1000.00 foot radius curve concave to the Southwest; thence Northwesterly 222.34 feet along the arc of said curve and said proposed centerline through a center angle of 12°44'20" to the point of reverse curvature of a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 26°03'14" East; thence Northwesterly 37.45 feet along the arc of said curve and said proposed centerline through a central angle of 01°43'00" to a point on the Section line; thence along said section line South 89°59'34" East 24.69 feet to the point of beginning.

PARCEL 33:



Beginning at a point South 89°31'30" East 819.51 feet along the section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along said Section line South 89°31'30" East 188.84 feet to a point on the proposed centerline of a proposed 66.00 foot wide public street; thence along said proposed centerline South 23°27'06" West 327.58 feet; thence leaving said proposed centerline North 10°57'13" West 307.70 feet to the point of beginning.

PARCEL 34:

Beginning at a point which is North 1315.00 feet from the Southeast Corner of the Northeast Quarter (NE¼) of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian for the point of beginning; thence North 197.00 feet; thence West 221.80 feet; thence South 197.00 feet; thence East 221.80 feet to the point of beginning.

LESS AND EXCEPTING any of the following described Parcels C through R, lying within the above described PARCELS No.'s 3, 4, 7, 8, 11, 12, 13, 14, 16, 21, 30, 31, 32, 33, and 34.

PARCEL C:

Beginning at the East Quarter Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence along the section line North 89°58'26" West 221.80 feet; thence leaving said section line North 00°09'37" West 663.03 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South 81°59'03" West, said point also being on the centerline of proposed Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 7.43 feet along the arc of said curve and said proposed centerline through a central angle of 00°34'30" to the point of tangency; thence continuing along said proposed centerline South 07°26'27" East 114.74 feet to the point of curvature of a 1150.00 foot radius curve concave to the Northeast; thence Southeasterly 854.43 feet along the arc of said curve and said proposed centerline through a central angle of 42°34'12" to the point of tangency; thence continuing along said proposed centerline South 50°00'38" East 1024.33 feet; thence leaving said proposed centerline South 89°50'58" West 977.22 feet to a point on the section line; thence along said section line North 00°04'17" West 851.02 feet to the point of beginning.

ALSO; beginning at a point South 89°59'34" West 24.69 feet along the section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence south 89°59'34" West 218.08 feet along said section line to the South Quarter Corner of Section 27; thence North 00°57'03" West 148.07 feet along the Center Section Line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius Point of which bears North 39°58'05" East, said point also being on the proposed centerline of Plantations Drive, an 80.00 foot wide proposed public street; thence Southeasterly 266.11 feet along the arc of said curve and said proposed centerline through a central angle of 12°11'51" to the point of beginning.

PARCEL E:

All of SANTA MARIA SUBDIVISION, AT SUNBROOK, PHASES 1, 2 and 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL F:**

All of BELLSERA TOWNHOMES at SUNBROOK - PHASES 1, 2 and 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL H:**

All of CRESCENT POINTE TOWNHOMES AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL I:**

All of CANYON VIEW RIDGE SUBDIVISION AT SUNBROOK, PHASES 1, 2 and 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL J:**

All of SUNBROOK CENTRE AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL L:**

All of DOLCE VISTA AT SUNBROOK PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL N:**

All of THE POINTE AT SUNBROOK PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL O:**

All of THE COVE AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL Q:**

Beginning at a point North 35°04'22" East 91.11 feet from the West corner of Lot 66, CANYON VIEW SUBDIVISION AT SUNBROOK PHASE 3 as recorded at the Washington County Recorder's Office, State of Utah, recorded number 600265, said point being the Northwest corner of Lot 66 of said CANYON VIEW SUBDIVISION; thence North 35°04'22" East 61.71 feet; thence North 54°26'15" East 21.55 feet; thence South 35°33'45" East 78.01 feet to the Northwest corner of Lot 67 of said CANYON VIEW SUBDIVISION; thence North 89°45'23" West 98.36 feet to the point of beginning.

**PARCEL R:**

All of SANTA MARIA AT SUNBROOK PHASE 4, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

**PARCEL 48A:**

Access Easement and rights incidental thereto, as created by Access Easement, recorded May 26, 2009, as Doc. No. 20090020227, Official Washington County Records.

*All Descriptions Ck By JJB/JRJ 03 December 2009*

PARCEL 19:

Beginning at a point North 01°01'16" West 942.855 feet along the Section line from the Southwest Corner of Section 22, a BLM Brass Cap, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 01°01'16" West 1708.865 feet; thence South 30°08'13" East 1001.14 feet; thence South 00°08'13" East 502.07 feet; thence South 55°08'13" East 105.65 feet; thence North 62°35'47" East 253.29 feet; thence South 37°07'28" West (South 37°07'28" East per survey) 179.80 feet; thence North 65°21'47" East 69.92 feet; thence North 25°38'13" West 451.44 feet; thence North 89°51'47" East 210.93 feet; thence South 30°53'13" East 265.85 feet; thence North 56°36'47" East 22.35 feet; thence South 30°16'53" East 88.48 feet; thence North 60°32'47" East 10.00 feet; thence South 37°36'13" East 106.57 feet; thence South 59°35'48" West 275.71 feet; thence South 30°24'12" East 215.00 feet; thence South 59°35'48" West 159.78 feet; thence North 30°24'12" West 30.00 feet; thence South 68°11'50" West 255.46 feet; thence North 52°14'43" West 257.50 feet; thence South 89°51'47" West 523.36 feet to the Section line and the point of beginning.

PARCEL 20A:

Beginning at the West Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence running North 88°35'03" East, 287.79 feet; thence North 72°10'03" East, 44.98 feet; thence South 45°03'27" East, 122.64 feet; thence South 61°53'16" East, 45.32 feet; thence North 90°00'00" East, 23.13 feet; thence South 14°23'15" East, 284.14 feet; thence North 90°00'00" West, 340.69 feet; thence North 30°08'13" West, 418.96 feet to the point of beginning.

PARCEL 20B:

Beginning at a point South 30°08'13" East, 418.96 feet from the West Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence North 90°00'00" East, 340.69 feet; thence South 14°23'15" East, 47.25 feet; thence South 8°55'08" East, 618.61 feet; thence North 81°28'37" West, 157.47 feet; thence North 00°08'13" West, 130.08 feet; thence North 30°08'13" West, 582.18 feet to the point of beginning.

LESS AND EXCEPTING any of the following described Parcels K, M, N and P, lying within the above described PARCELS Nos. 15, 19, 20 A, and 20B.

PARCEL K:

All of THE POINTE AT SUNBROOK, PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL M:

All of BELLA VISTA AT SUNBROOK, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL N:

All of THE POINTE AT SUNBROOK PHASE 2, according to the Official Plat thereof,

on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL P:

All of BELLA TERRAZZA @ SUNBROOK AMENDED AND 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.

PARCEL 51:

Beginning at a point South 30°08'13" East 1001.14 feet and South 00°08'13" East 130.08 feet from the West 1/4 Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, thence South 81°28'37" East 157.47 feet, thence North 89°51'47" East 133.46 feet, thence South 25°38'13" East 451.44 feet, thence South 65°21'47" West 69.92 feet, thence North 37°07'28" West 179.80 feet, thence South 62°35'47" West 253.29 feet, thence North 55°08'13" West 105.65 feet, thence North 00°08'13" West 371.99 feet to the point of beginning.

LESS AND EXCEPTING that portion lying within "THE POINTE AT SUNBROOK PHASE 1" and "THE POINTE AT SUNBROOK PHASE 2".

PARCEL 52:

Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 27, Township 42 South, Range 16 West Salt Lake Base & Meridian, said point being North 88°28'01" West 1,333.74 feet from the East Quarter Corner of said Section 27, and running thence North 82°26'31" East 502.82 feet; thence South 54°36'33" West 551.94 feet; thence North 27°04'17" West 86.94 feet; thence Northwesterly 17.19 feet along an arc of a 45.00 foot radius curve to the left (center bears South 62°55'43" West, long chord bears North 38°01'02" West 17.09 feet with a central angle of 21°53'30") to the 1/16th line; thence North 00°33'40" East 162.65 feet along said 1/16th line to the Point of Beginning.

LESS AND EXCEPTING that portion lying within "BELLA VISTA AT SUNBROOK".

*All Descriptions Ck By JJB/JRJ 03 December 2009*

ALSO LESS AND EXCEPTING THE FOLLOWING PROPERTY:

Parcel A:



October 7, 2010  
Revised March 23, 2011

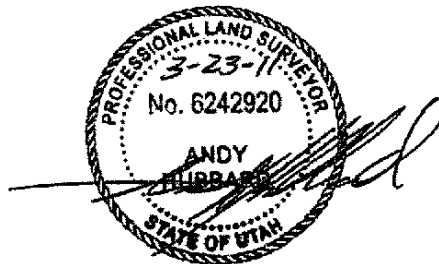
SUNBROOK

SHEET 15, PARCEL 52 TO ST. GEORGE FROM SLR (SG-6-2-27-213)

A part of the East Half of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Easterly line of Bella Vista at Sunbrook, a Subdivision in St. George City, Washington County, Utah said point is 2606.10 feet South  $0^{\circ}28'23''$  West along the Quarter Section line and 1726.33 feet South  $89^{\circ}31'37''$  East from the North Quarter corner of said Section; and running thence North  $82^{\circ}26'15''$  East 105.95 feet; thence South  $54^{\circ}36'18''$  West 394.57 feet to said Easterly line of Bella Vista at Sunbrook; thence four (4) courses along said Easterly line as follows: North  $48^{\circ}40'44''$  East 34.64 feet; North  $49^{\circ}39'01''$  East 113.94 feet; North  $47^{\circ}44'54''$  East 101.65 feet and North  $29^{\circ}54'04''$  East 57.22 feet to the point of beginning.

Contains 7,270 Square Feet  
Or 0.167 Acre



Parcel B:



October 7, 2010  
Revised March 23, 2011

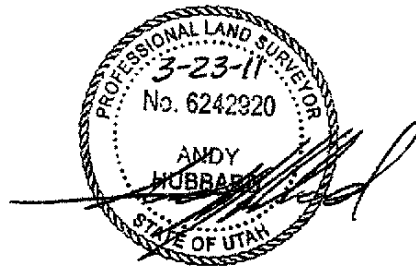
SUNBROOK

SHEET 15, PARCEL 15 TO ST. GEORGE FROM SLR (Portion of SG-6-2-27-234)

A part of the Northeast Quarter of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Easterly line of Bella Vista at Sunbrook, a subdivision in St. George City, Washington County, Utah; said point is 2246.71 feet South 0°28'31" West along the Quarter Section line and 1891.34 Feet South 89°31'37" East from the Northwest corner of said Quarter Section; and running thence Easterly along the arc of a 540.00 foot radius curve to the left a distance of 282.00 feet (Long Chord bears North 82°52'43" East 278.81 feet); thence Easterly along the arc of a 492.50 foot radius curve to the right a distance of 128.14 feet (Long Chord bears North 75°22'19" East 127.78 feet); thence South 45°33'33" West 423.90 feet; thence South 54°36'18" West 196.99 feet; thence South 82°26'15" West 105.95 feet to said Easterly line of Bella Vista at Sunbrook; thence four (4) courses along said Easterly line as follows: North 29°53'57" East 194.75 feet; North 31°32'43" East 34.47 feet; North 33°34'53" East 83.40 feet and North 4°15'43" East 90.58 feet to the point of beginning.

Contains 1.833 Acres



Parcel C:



October 7, 2010  
Revised October 20, 2010  
Revised November 1, 2010  
Revised March 23, 2011

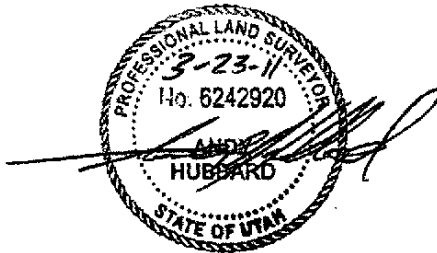
SUNBROOK

SHEET 18. PARCEL 15 TO ST. GEORGE FROM SLR WEST SIDE OF LUCE DEL SOL DRIVE (Portion of SG-6-2-27-234)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly right-of-way line of Luce Del Sol Drive said point is 2908.40 feet South 0°28'23" West along the Quarter Section line and 1236.24 feet South 89°31'37" East from the North Quarter corner of said Section; and running thence three (3) courses along said West right-of-way line as follows: Southerly along the arc of a 285.00 foot radius curve to the right a distance of 68.68 feet (Long Chord bears South 6°51'05" West 68.51 feet); Southerly along the arc of a 325.00 foot radius curve to the left a distance of 217.50 feet (Long Chord bears South 5°25'01" East 213.46 feet); and Southeasterly along the arc of a 603.00 foot radius curve to the right a distance of 104.26 feet (Long Chord bears South 19°38'09" East 104.13 feet); thence North 89°26'35" West 18.86 feet; thence Northwesterly along the arc of a 275.00 foot radius curve to the left a distance of 119.27 feet (Long Chord bears North 11°52'02" West 118.33 feet); thence Northwesterly along the arc of a 325.00 foot radius curve to the right a distance of 159.91 feet (Long Chord bears North 10°11'46" West 158.30 feet); thence North 3°53'58" East 107.50 feet; thence South 88°33'45" East 16.94 feet to the point of beginning.

Contains 3,161 Square Feet



Parcel D:



October 7, 2010  
Revised October 20, 2010  
Revised March 23, 2011

SUNBROOK

SHEET 18, PARCEL 15 TO ST. GEORGE FROM SLR EAST SIDE OF LUCE DEL SOL (Portion of SG-6-2-27-234)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 16 West,

Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East right-of-way line of Luce Del Sol Drive said point is 2918.92 feet South 0°28'23" West along the Quarter Section line and 1286.15 feet South 89°31'37" East from the North Quarter corner of said Section; and running thence two (2) courses along the Southerly line of Bella Vista at Sunbrook, a Subdivision in St. George City, Washington County, Utah as follows: South 87°46'48" East 17.86 feet and South 27°46'08" East 36.21 feet; thence North 88°34'46" West 37.26 feet to said East right-of-way line; thence Northerly along the arc of a 335.00 foot radius curve to the left a distance of 31.92 feet (Long Chord bears North 4°33'20" East 31.91 feet) to the point of beginning.

Contains 866 Square Feet

