

JOINT USE AGREEMENT

Tamarack Owners Association — Tamarack St. George Golf Club Condominiums Owners Association

This Joint Use and Operation Agreement is entered into by and between Tamarack Owners Association, a Utah non-profit corporation (referred to as "PUD Association") established for the administration of Tamarack, a Planned Unit Development, and Tamarack St. George Golf Club Condominiums Owners Association, a Utah non-profit corporation (referred to as "Condominium Association") established for the administration of Tamarack St. George Golf Club Condominiums.

RECITALS

A. The Condominium Association is organized for the purpose of maintaining, operating, and governing Tamarack St. George Golf Club Condominiums, a Condominium consisting of approximately fifty (50) residential units and related common elements and areas (hereinafter the "Condominium Project");

B. The PUD Association is organized as a non-profit corporation for the purpose of maintaining, operating, and governing Tamarack, a Planned Unit Development consisting of up to thirty (30) residential lots and related common elements and areas (hereinafter the "PUD Project");

C. The Condominium Project is situated upon real property identified on Exhibit A attached and incorporated by this reference, and is subject to a Restated and Amended Declaration of Condominium which is of record in the office of the Washington County Recorder, which provides that the project may be expanded as outlined in that Declaration;

D. The PUD Project is situated upon real property identified on Exhibit B attached and incorporated by this reference, and is subject to a Declaration of Covenants Conditions and Restrictions which is of record in the office of the Washington County Recorder, which provides that the project may be expanded as outlined in that Declaration;

E. The area comprising the PUD Project was originally projected to be part of an expansion of the Declaration of Condominium referred to above, and is within the expandable area of the Condominium Project (which may still be expanded for condominium development);

F. The Declarant (as defined in the Declarations) has determined that establishment of a Planned Unit Development form of ownership will better suit the marketing and administration of a portion of the development;

G. The legal form of ownership for and requirements for the establishment of Condominium and PUD projects will not allow for the administration of the PUD Project under the the direct administration of the Condominium Association;

0388008 Bk 0612 Pg 0154-61

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1991 JUL 30 15:04 PM FEE \$51.00 BY PJ
REQUEST: FIRST TITLE OF UTAH

H. The swimming pool and clubhouse in the Common Areas and Facilities in the Condominium Project were developed with the view of their potential service to all the owners and residents within the expandable area of the Condominium Project, which includes the PUD Project and its expandable area. The financial support of all the owners for such Common Area and Facilities will be mutually beneficial; and

I. Similarly, the tennis courts in the Common Areas and Facilities of the PUD Project were developed with the view of their potential service to all the owners and residents within the Condominium Project, as well as the PUD Project and its expandable area. The financial support of all the owners for such Common Area and Facilities will be mutually beneficial.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties and for other good and valuable consideration, receipt of which is acknowledged by each of the parties, the parties covenant and agree as follows:

ARTICLE I
JOINT USE OF FACILITIES

The members of the PUD Association shall have the use of the swimming pool and clubhouse in the Common Areas and Facilities in the Condominium Project, and the members of the Condominium Association shall have the use of the tennis courts in the Common Areas and Facilities of the PUD Project. The members of each Association shall have such rights of use as are possessed by members of the other Association, including any right to accompany guests or any right to delegate the right of use to renters.

Such use shall be subject to

a. The rules of the Condominium Association governing the use of the swimming pool and clubhouse which are generally applicable to members of that association;

b. The rules of the PUD Association governing the use of the tennis courts which are generally applicable to members of that association;

Any right of each Association to suspend or limit the rights of its own members to use common area and facilities in accordance with its Declaration, Articles, Bylaws and Rules shall extend to the facility provided by the other Association under this Agreement as if that facility were common area in the Association having jurisdiction over the member.

In addition, the members of each Association shall have a right of ingress and egress over the common roadway and walkways in the other Association in order to obtain access to the facilities for which use is hereby granted.

ARTICLE II
PAYMENT OF FEE

It is agreed that the essential consideration for this Agreement is the reciprocal use of facilities. Nonetheless, the PUD Association shall pay to the Condominium Association a proportionate share of the expense of operation of the swimming pool, which share shall be determined by multiplying the expenses of operation of the pool by the number of units in the PUD Project divided by the total number of units in the PUD and Condominium Project. This amount shall be determined by October 15th of each year by majority vote of the entire Board established in the following paragraph. The amount determined shall be payable in monthly installments through the coming calendar year.

The Management Committee of the Condominium Association consisting of five (5) members shall designate three persons and the Board of Trustees of the PUD Association consisting of three (3) members (or three designees by the Trustees) shall jointly form the Cost Apportionment Board.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall become effective on the date signed by the last party executing the Agreement, and shall continue for an initial term of thirty (30) years thereafter, and shall thereupon be renewed for an additional terms of thirty (30) years unless terminated by either party hereto within six (6) months prior to the date of expiration.

ARTICLE IV
GENERAL PROVISIONS

This Agreement shall inure to the benefit of and be binding upon all parties and their respective successors and assigns.

Any dispute arising in connection with the construction or enforcement of the provisions of this Agreement, or the application or validity thereof, shall be submitted to arbitration, such arbitration proceedings to be held in Utah, in St. George, Utah, in accordance with the rules then obtaining of the American Arbitration Association, and this agreement to arbitrate shall be specifically enforceable. Any award rendered in any such arbitration proceeding shall be final and binding any such of the parties, and judgment may be entered thereon in the appropriate District Court of the State of Utah or any other court of competent jurisdiction. The costs and fees of any such arbitration proceeding shall be borne by the respective parties thereto, but the arbitrators may in their discretion award costs and reasonable attorneys' fees to the prevailing party.

The captions of Articles in this Agreement are for the convenience of the reader only and are not intended to be part of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular

or plural as the identification of the person, firm, corporation or other entity referred to may require.

This Agreement, the construction of its terms and the rights and duties of the parties hereunder shall be governed by the laws of the State of Utah.

This instrument contains the entire agreement between the parties hereto, and no representations, warranties or covenants not included in this Agreement may be relied upon by any party hereto. This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by the party or its duly authorized representative.

Any provision of this Agreement that in any way contravenes the provisions of applicable law shall, to the extent the law is contravened, be considered severable and not applicable and shall not alter or affect any other provision of this Agreement.

EXECUTED at St. George, Utah, on 3rd July, 1991.

"CONDOMINIUM ASSOCIATION"

"PUD ASSOCIATION"

TAMARACK ST. GEORGE GOLF CLUB
CONDOMINIUMS OWNERS
ASSOCIATION

TAMARACK OWNERS ASSOCIATION

By *Richard A. Miller*
President

By *Richard A. Miller*
President

EXHIBIT A
to Joint Use Agreement
Page 1

Tamarack St. George Golf Club Condominiums, Phase 1 Amended

AMENDED PHASE I

BEGINNING at a point on the west R.O.W. line of 1400 East Street, which point is N 89°58'14" E 1292.47 ft. (1292.39 ft. from record) and S 0°0'56" E 150.01 ft. from the center of Section 5, Township 43 South, Range 15 West, Salt Lake Base & Meridian, Washington County, Utah, as used on the Bloomington Hills Plats; and running thence S 0°0'56" E 201.96 ft.; thence N 89°58'25" W 81.59 ft.; thence N 0°02'19" W 41.86 ft.; thence N 89°58'25" W 203.97 ft.; thence N 16°11'19" W 30.78 ft.; thence S 89°50'19" W 72.00 ft.; thence N 0°09'41" W 43.00 ft.; thence N 23°01'07" W 78.08 ft.; thence N 73°40'19" E 81.87 ft.; thence S 15°53'28" E 71.89 ft.; thence N 76°10'56" E 20.00 ft.; thence N 57°42'06" E 26.31 ft.; thence N 62°42'05" E 19.50 ft.; thence N 15°48'51" W 29.00 ft.; thence S 85°39'37" W 19.50 ft.; thence S 72°47'35" W 25.00 ft. to a point on a 737.50 ft. radius curve to the left (radius point S 72°47'35" W 737.50 ft.); thence northwesterly along the arc of said curve a distance of 30.24 ft. (central angle = 02°20'59") to the point of tangency; thence N 19°33'24" W 61.56 ft. to the point of curvature of a 45.00 ft. radius curve to the right; thence easterly along the arc of said curve a distance of 91.62 ft. (central angle = 116°39'22") to the point of tangency; thence S 82°54'02" E 5.84 ft.; thence N 07°03'57" W 39.42 ft.; thence N 89°58'31" E 22.97 ft. to the point of curvature of a 230.00 ft. curve to the left; thence easterly along the arc of said curve a distance of 144.27 ft. (central angle = 29°31'21") to the point of reverse curvature of a 20.00 ft. radius curve to the right; thence southeasterly along the arc of said curve a distance of 28.07 ft. (central angle = 80°24'21") to the point of tangency; thence S 39°08'29" E 40.07 ft. to the point of curvature of a 270.00 ft. curve to the right; thence southerly along the arc of said curve a distance of 184.38 ft. (central angle = 39°07'33") to the point of BEGINNING containing 2.507 acres, more or less.

DC8

0388008 Bk 0612 Pg 0158

EXHIBIT A
to Joint Use Agreement
Page 2

Tamarack St. George Golf Club Condominiums, Phase 2

A part of the East 1/2 of Section 5, Township 43 South, Range 15 West, Salt Lake Base and Meridian:

Beginning at a point North 89 degrees 58'14" East 1022.71 feet along the center section line from the center of Section 5, Township 43 South, Range 15 West, Salt Lake Base and Meridian, State of Utah, said point also being on the boundary line of AMENDED TAMARACK-ST. GEORGE GOLF CLUB CONDOMINIUMS PHASE 1 at a point South 07 degrees 03'57" East 20.07 feet from the Southerly right of way line of Fort Pierce Drive; running thence South 07 degrees 03'57" East 19.35 feet; thence North 82 degrees 54'02" West 5.64 feet to the point of curvature of a 45.00 foot radius curve to the left; thence Southerly along the arc of said curve a distance of 91.62 feet through a Central Angle of 116 degrees 39'22" to the point of tangency; thence South 19 degrees 33'24" East 61.56 feet, to the point of curvature of a 737.50 foot radius curve to the right; thence Southerly along the arc of said curve a distance of 30.24 feet through a Central Angle of 02 degrees 20'59"; thence North 72 degrees 47'35" East 25.00 feet; thence North 85 degrees 39'37" East 19.50 feet; thence South 15 degrees 48'51" East 29.00 feet; thence South 62 degrees 42'05" West 19.50 feet; thence South 57 degrees 42'06" West 26.31 feet; thence South 76 degrees 10'56" West 20.00 feet; thence North 15 degrees 53'28" West 71.89 feet; thence South 73 degrees 40'19" West 81.87 feet; thence North 23 degrees 01'07" West 127.21 feet; thence North 26 degrees 20'24" West 198.75 feet; thence South 50 degrees 51'29" East 56.42 feet, to the point of curvature of a 330.00 foot radius curve to the left; thence Easterly along the arc of said curve a distance of 225.58 feet through a Central Angle of 39 degrees 10'00" to the point of tangency; thence North 89 degrees 58'31" East 10.30 feet to the boundary line of AMENDED TAMARACK-ST. GEORGE GOLF CLUB CONDOMINIUMS PHASE 1; thence South 07 degrees 03'57" East 20.07 feet to the point of beginning. Contains 0.749 acre

Basis of Bearing: North 89 degrees 58'14" East along the historic center-section line between the historic center and the East 1/4 corner of Section 5, Township 43 South, Range 15 West, Salt Lake Base and Meridian.

DC8

0388008 Bx 0612 Pg 0159

EXHIBIT B
to Joint Use Agreement
TAMARACK, a planned unit development, located
in St. George, Washington County, Utah

A portion of the East 1/2 of Section 5, Township 43 South, Range 15 West, Salt Lake Base & Meridian being further described as follows: beginning at the southwest corner of "Tamarack St. George Golf Club Condominiums, Phase 1 Amended" as recorded in the Washington County Records office, and running thence N 89°50'19" E, a distance of 72.00 ft. along the south line of said Phase 1; thence S 16°11'19" E, a distance of 30.78 ft. along said Phase 1; thence S 89°58'25" E, a distance of 67.71 ft. along said Phase 1; thence South, a distance of 100.43 ft.; thence S 82°52'10" W, a distance of 149.03 ft. to the west line of expandable area as shown on the "Tamarack St. George Golf Club Condominiums, Phase 2"; thence N 00°09'41" W, a distance of 148.32 ft. to the point of beginning. The above described parcel contains 18,489 square feet or 0.424 acres more or less. Basis of bearing: N 00°00'56" W being the centerline of 1400 east street as shown on the plat of "Tamarack St. George Golf Club Condominiums, Phase 1&2."

DC8

0388008 Bk 0612 Pg 0160

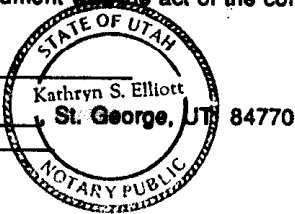
STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

On this 3rd day of July, 1991, before me personally appeared RICHARD A. NELSON, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the president [or other officer or agent, as the case may be] of Tamarack St. George Golf Club Condominiums Owners Association, a corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

Kathryn S. Elliott
NOTARY PUBLIC

Address: 307 N. Main

My Commission Expires: 3-7-92



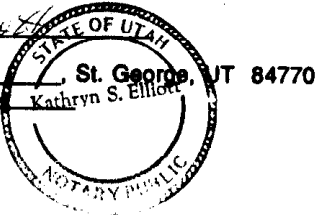
STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

On this 3rd day of July, 1991, before me personally appeared RICHARD A. NELSON, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the president [or other officer or agent, as the case may be] of Tamarack Owners Association, a corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

Kathryn S. Elliott
NOTARY PUBLIC

Address: 307 N. Main

My Commission Expires: 3-7-92



DN O