

**AFTER RECORDING PLEASE RETURN TO:**

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RUSSELL SHIRTS \* WASHINGTON CD RECORDER  
2000 MAR 21 11:47 AM FEE \$22.00 BY BJ  
FOR: SOUTHERN UTAH TITLE CO

**TRACT DECLARATION**  
**CORAL CANYON, PHASE 1**  
**(Non-5300 Series)**

**TRACT DECLARATION  
CORAL CANYON, PHASE 1  
(Non-5300 Series)**

**THIS TRACT DECLARATION** is dated March 1st, 2000 and is made by **SUNCOR DEVELOPMENT COMPANY**, an Arizona corporation and **THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**.

**RECITALS**

A. The Covered Property is subject to the Master Declaration and, pursuant to **Section 3.2** of the Master Declaration, Declarant is recording this Tract Declaration with respect to the Covered Property. Capitalized terms used in this Tract Declaration and not otherwise defined in the Tract Declaration shall have the meanings given to such terms in the Master Declaration.

B. Declarant is the lessee of the Covered Property pursuant to the Development Lease and is entered into this Tract Declaration pursuant to **Section 5.8(c)** of the Development Lease. As fee owner of the Covered Property, SITLA is joining in this Tract Declaration pursuant to **Section 5.8(c)** of the Development Lease.

C. Declarant intends that the Covered Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions in this Tract Declaration, which: (1) are for the purpose of protecting the value, desirability, attractiveness, and character of the Covered Property; (2) shall run with the land; (3), shall be binding upon all parties having any right, title, or interest in any part of the Covered Property; and (4) shall inure to the benefit of all parties having any right, title, or interest in any part of the Covered Property, and their successors and assigns.

D. As of the date of recordation of this Tract Declaration, the Covered Property consists of the following:

Lots 1-20, inclusive; 74-80, inclusive; and 92-367, inclusive; Parcels C, E, F, H, I, J, K, and L; and HOA Tracts 1-2; inclusive; 5; 14-16, inclusive; 19, 22-34, inclusive, **CORAL CANYON, PHASE 1**, recorded in Book 1363, page 1078, records of Washington County, Utah.

**NOW, THEREFORE, DECLARANT** declares, covenants and agrees as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 **"Covered Property"** means the real property described in **Recital D**.

1.2 **"Declarant"** means SunCor Development Company, an Arizona corporation and the successors and assigns of Declarant's rights and powers hereunder. Any assignment of all or any portion of Declarant's rights and powers shall be made by a recorded instrument executed by the assignor Declarant and the assignee. The term Declarant shall also include an affiliate of Declarant taking title

from SITLA or Declarant for the purpose of conveying a Lot to an Owner. The term Declarant shall include SITLA, but only as specifically provided in Section 2.2.

1.3 **"Development Lease"** means Development Lease No. 610, dated June 30, 1999, between Declarant and SITLA, as it may be amended, supplemented or extended from time to time, and with respect to which a Memorandum of Lease was recorded July 2, 1999, as Entry No. 00653936, in Book 1339, beginning at page 1451, records of Washington County, Utah.

1.4 **"Master Declaration"** means the Residential Declaration of Covenants, Conditions, and Restrictions for Coral Canyon, dated March 1st, 2000 and recorded March 21st, 2000, as Entry No. 679603, Book 1363, beginning at page 1079, records of Washington County, Utah, as amended or supplemented from time to time.

1.5 **"SITLA"** means The State of Utah, acting through the School and Institutional Trust Lands Administration, and its successors and assigns as the holder of the rights of the Lessor pursuant to the Development Lease.

1.6 **"Tract Declaration"** means this Tract Declaration, as it may be amended from time to time.

## ARTICLE 2 PROPERTY SUBJECT TO DECLARATON

2.1 **General Declaration.** Declarant declares that all of the Covered Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the Master Declaration and this Tract Declaration. This Tract Declaration shall be deemed a "Tract Declaration" pursuant to the terms and conditions of the Master Declaration and is subsidiary and supplemental to the Master Declaration. This Tract Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of the Covered Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of each portion of the Covered Property. This Tract Declaration shall run with the Covered Property for all purposes and shall be binding upon and inure to the benefit of Declarant, and all Owners and Residents and their respective successors in interest.

2.2 **SITLA.** By executing this Tract Declaration, SITLA joins in and consents to this Tract Declaration pursuant to Section 5.8(c) of the Development Lease, for the purpose of subjecting the fee ownership interest in the Covered Property to all of the terms, covenants, conditions, easements, restrictions, servitudes, and other provisions of this Tract Declaration. Any other provision of this Tract Declaration to the contrary notwithstanding, unless Declarant specifically assigns to SITLA, and SITLA specifically assumes, the rights and obligations of Declarant under this Tract Declaration, SITLA shall have no rights, obligations or liabilities as Declarant. Upon a termination of the Development Lease, SITLA shall have the right, but not the obligation, to succeed to the rights and obligations of Declarant by executing and recording an Assumption of Declarant's Rights and Obligations with the Washington County Recorder's office, whereupon SITLA shall be entitled to exercise all rights of Declarant under this Declaration and shall be subject to all of the obligations of Declarant under this Declaration. From time to time, as requested by Declarant, SITLA will join in such documents and instruments, including Tract Declarations, as are necessary or appropriate to effectuate or further the intents and purposes of this Tract Declaration. At such times as the Development Lease is in effect as to any portion of the Covered Property and Declarant is the lessee of such portion of the Covered Property, Declarant shall, solely for the purposes of this Tract Declaration, be deemed to be the fee owner such Covered Property and the

Owner of such Covered Property for all purposes of this Tract Declaration. At such time as Declarant is no longer the lessee of any portion of the Covered Property and SITLA is the fee owner of such portion of the Covered Property, SITLA shall be deemed the Owner of such portion of the Covered Property.

2.3 Incorporation of Recitals. The Recitals above are incorporated into and are a part of this Tract Declaration.

### ARTICLE 3 LAND USE CLASSIFICATIONS

3.1 Land Use Classifications. The permitted Land Use Classifications within the Covered Property are as follows:

(a) Single Family Residential. A Land Use Classification of "Single Family Residential" is intended for land to be developed as Single Family detached residential housing units and related uses, with the following Covered Property having a Land Use Classification of Single Family Residential:

Lots 1-20, inclusive, 74-80, inclusive, and 92-367, inclusive; **CORAL CANYON, PHASE 1**, recorded in Book 1363, page 1078, records of Washington County, Utah

(b) Common Area. A Land Use Classification of "Common Area" is intended for Coral Canyon Residential Common Areas, with the following Covered Property having a Land Use Classification of Common Area:

HOA Tracts 1-2; inclusive; 5; 14-16, inclusive; 19, 22-34, inclusive, **CORAL CANYON, PHASE 1**, recorded in Book 1363, page 1078, records of Washington County, Utah.

(c) Church. A Land Use Classification of "Church" is intended for land to be developed for churches and other places of worship, with the following Covered Property having a Land Use Classification of Church:

Parcel E, **CORAL CANYON, PHASE 1**, recorded in Book 1363, page 1078, records of Washington County, Utah.

(d) General Public or Quasi-Public. A Land Use Classification of "General Public or Quasi-Public" is intended for land to be developed for general public or quasi-public purposes, including, but are not limited to, public or private schools, libraries, any parks or playgrounds which are not Coral Canyon Residential Common Areas, and fire stations, with the following Covered Property having a Land Use Classification of General Public or Quasi-Public:

Parcels C, F, H, I, J, K, and L, **CORAL CANYON, PHASE 1**, recorded in Book 1363 page 1078 records of Washington County, Utah.

**ARTICLE 4**  
**TERM; AMENDMENTS**

4.1 Term; Method of Termination. This Tract Declaration shall be effective upon the date of recordation hereof and, as amended from time to time as provided in the Master Declaration, shall continue in full force and effect during such time as the Master Declaration is in effect. If the Master Declaration is terminated, then this Tract Declaration shall thereupon terminate.

**ARTICLE 5**  
**MISCELLANEOUS**

5.1. Severability. Any determination by any court of competent jurisdiction that any provision of this Tract Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

5.2 Change of Circumstances. Except as otherwise expressly provided in this Tract Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Tract Declaration.

5.3 Declarant's Disclaimer of Representations. Anything to the contrary in this Tract Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Washington County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of the Covered Property can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

5.4 No Warranty of Enforceability. While Declarant has no reason to believe that any of the provisions contained in this Tract Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any of the provisions of this Tract Declaration. Any Owner acquiring a Lot in the Covered Property in reliance on one or more of the provisions in this Tract Declaration shall assume all risks of the validity and enforceability thereof and by acquiring any Lot agrees that Declarant shall have no liability therefor.

5.5 References to the Covenants in Deeds. Deeds or any instruments affecting any part of the Covered Property may contain the provisions of this Tract Declaration by reference to this Tract Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Tract Declaration shall be binding upon the grantee Owner or other person claiming through any instrument and such Owner's heirs, executors, administrators, successors and assigns.

5.6 Gender and Number. Wherever the context of this Tract Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

5.7 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Tract Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context

thereon. References in this Tract Declaration to "Articles" and "Sections" are to the Articles and Sections in this Agreement, unless otherwise expressly noted.

IN WITNESS WHEREOF, the undersigned has executed this Tract Declaration as of the day and year first above written.

**SUNCOR DEVELOPMENT COMPANY,**  
an Arizona corporation,

By: *D. Smith*  
Its: *V.P.*

**THE STATE OF UTAH, ACTING THROUGH THE  
SCHOOL AND INSTITUTIONAL TRUST LANDS  
ADMINISTRATION**

By: *David T. Terry*  
Its: \_\_\_\_\_

Approved as to Form:  
*John W. Andrews*  
Jan Graham, Utah Attorney General  
by John W. Andrews  
Special Assistant Attorney General

STATE OF ARIZONA )  
                          )ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this *13<sup>th</sup>* day of *March*, 2000, by *Duane Black*, the *Vice President* of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation.

My Commission Expires: \_\_\_\_\_  
Residing at \_\_\_\_\_  
NOTARY PUBLIC



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

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The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2000, by Daniel T. Terry, the Director of the STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, on behalf of the State of Utah, School and Institutional Trust Lands Administration.,.

My Commission Expires:

Lynda Belnap  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

