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Fee 37.00 Debra L. Ames Rich County Recorder
Requested by Rich Land Title Company

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

EAGLE FEATHER AT SHUNDAHAI

THIS DECLARATION of covenants, conditions and restrictions (the "Declaration") pertaining to the first subdivision phase (herein referred to as the "Eagle Feather at Shundahai Subdivision") in that certain multi-phased real estate development known as Shundahai (the "Development") is made on this 4th day of September, 2007, by SHUNDAHAI HOLDINGS I, LLC, a Utah limited liability company, and BL-15, LLC, a Utah limited liability company, (collectively the "Declarants"), including their respective successors, grantees and assigns.

RECITALS:

A. The Declarants are the owners of certain real property in Rich County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Eagle Feather Property").

B. The Declarants previously caused certain covenants, conditions and restrictions to be placed against all subdivided lots, condominium or townhome units, and common areas in the Development, all according to an "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shundahai" which Amended and Restated Declaration was recorded as Instrument No. _____ in Book _____ at Page _____ in the official records of the Recorder of Rich County, Utah, hereinafter referred to as the "Master Declaration."

C. The Master Declaration encompassed not only the Eagle Feather Property referenced herein, but also covers real property which is owned or may be subsequently owned by Declarants or by affiliates of the Declarants and all of which is intended be annexed into and merged with the Development as it is developed in phases. To accomplish the foregoing development, the Master Declaration provided for the filing of phase-specific declarations to provide phase specific covenants, conditions and restrictions not contained in the Master Declaration, as determined by the Declarants in their sole and absolute discretion, and to be consistent with the development goals of each phase of the greater Development.

DECLARATION:

NOW THEREFORE, for such purposes, Declarants hereby make the following Declaration containing covenants, conditions and restrictions relating to the Eagle Feather at Shundahai Subdivision which shall be enforceable covenants, conditions, restrictions

and equitable servitudes and shall run with the land:

1. **Incorporation of Master Declaration.** The Master Declaration, as it may be amended from time to time, is incorporated herein by this reference and the covenants, conditions and restrictions set forth in the Master Declaration are adopted and made a part of this Declaration. Except where expressly noted in this Declaration, the terms of the Master Declaration shall control.

2. **Defined Terms.** Except where expressly changed in this Declaration, the defined terms in the Master Declaration shall apply to this Declaration.

3. **Name of this Phase.** The name by which this Phase of the Development shall be known is the Eagle Feather at Shundahai Subdivision.

4. **Architectural Controls.**

(a) Design Guidelines. The Declarants, Developer and/or Board have created design and development guidelines (the "Design Guidelines"), which might be updated, modified or supplemented as the Declarants and/or the Developer, in their sole and absolute discretion, deem appropriate to carry out the development goals of the Eagle Feather at Shundahai Subdivision. Prospective Owners and Owners must obtain a current copy of the Design Guidelines from the Board. All owners of property in the Eagle Feather at Shundahai Subdivision shall be subject to and required to abide by the Design Guidelines.

(b) Architectural Review Committee. The Board, or a committee appointed by the Board which is composed of at least three (3) but no more than five (5) natural persons (the "ARC"), shall have and shall exercise all the powers, duties and responsibilities set out in Section 5 of this Declaration. Persons serving on the ARC shall serve at the pleasure of the Board. The Board may remove a member of the ARC and appoint a new member at any time, provided that at all times there shall be at least three (3) persons serving on the ARC. Members of the ARC may or may not be Board members or Members of the Association and may include one or more paid professionals, such as an architect, to perform such services. The ARC may hire a secretary or other personnel to perform administrative, clerical and other functions. The operating costs of ARC, including the services of its planning consultants, professionals and other staff, shall be covered through a fee paid to the ARC by any Owner applying for plan review and approval. The ARC shall make available to all Owners a current fee schedule, and the fee schedule may be modified from time to time. Such Fees must be paid in full by an Owner before any review by the ARC commences. Any unused portion of any fee is refundable.

(c) Prior Authorization. Except as otherwise provided in this Declaration, no improvements of any kind or changes in the natural condition of any Unit shall be erected, altered or permitted to remain on any Unit or elsewhere on the Property unless complete architectural plans, specifications and site plans showing the location and orientation for such construction, alteration or landscaping are approved by the ARC prior

to the commencement of the work. Work subject to ARC approval may include, but is not limited to, the construction of dwellings or other structures, including but not limited to, outbuildings, well enclosures and pipelines, fences, grading, planting, ponds, parking areas, walls, garages, roads, driveways, antennae, satellite dishes, flag poles or the like, any renovation, expansion or refinishing of the exterior of an existing structure, and any excavating, clearing, landscaping or other site alterations. Any work performed by or on behalf of the Declarants to any of the Property shall not require approval by the ARC.

(d) The Review Process. The ARC application, review and submittal process is specifically identified and described in the Design Guidelines. All owners of property in the Eagle Feather at Shundahai Subdivision shall be subject to and required to abide by the Design Guidelines.

(e) Approval Required for Building Permit. No Owner or prospective Owner shall submit to Garden City any application for a building or site modification permit before the ARC has reviewed such plans and determined that they comply with the Design Guidelines. An Owner may apply for a building permit from Garden City at any time after final approval of the Owner's plans has been given by the ARC; provided, however, the plans submitted to Garden City shall not differ in any way from the plans approved by the ARC. If the plans submitted to Garden City differ in any way from the plans approved by the ARC, any approvals of the ARC shall be deemed automatically revoked. The issuance of a building permit by Garden City for any plans not finally approved by the ARC shall not in any way negate, waive or limit the requirement for final approval of all plans by the ARC before any construction activity can occur on any Unit.

(f) Approval of Water Service Connection. There will be a central culinary water system to provide culinary water. Once a central culinary water system is established for the Eagle Feather at Shundahai Subdivision, each water hook up and the location of each water line extension to the Unit is subject to ARC approval.

(g) General Standards. The ARC shall evaluate, at a minimum; (1) the materials to be used on the outside of buildings or structures, (2) exterior colors, (3) harmony of architectural design with other structures within Shundahai, (4) height and other design features to include minimum and maximum size of the home, (5) location with respect to topography and finished grade elevations, and (6) harmony of landscaping with the natural setting and native vegetation, and (7) consistency with the Design Guidelines.

(h) Rules and Regulations. The ARC may promulgate, adopt, amend and/or replace rules and regulations necessary to implement these covenants by the affirmative vote or a majority of the ARC. Rules and regulations may include submission requirements concerning the type of information, reports, plans and specifications and the like which need to be submitted with any application, site specific limitations or restrictions for each Unit, and may also include guidelines governing the development of each Unit. These rules and regulations need not be uniform for each Unit and shall take into account the unique character of each Unit. By way of illustration only and without requirement to do so, the ARC rules and regulations may address, and the ARC shall have

the power and authority to regulate, any or all of the following: (1) application procedures and processing fees; (2) charges by any outside professionals or other costs incident to evaluating any application, security deposits or other financial arrangements which are required of an Owner who is developing a Unit to guarantee the repair of any damage to roads or other subdivision infrastructure and for revegetation and restoration of lands; (3) colors and materials, including, but not limited to, roofs, chimneys, siding masonry and glazing; (4) setbacks, height limitations, building profiles and driveway locations; (5) construction staging, construction hours which may be controlled during certain times of the year, storage for construction materials, location of temporary construction facilities such as trailers, dumpsters and toilets; (6) routing of utility extensions; (7) drainage, grading and erosion control, landscape and vegetation, fencing, lighting, signage, and trails; (8) concerns or objectives regarding maintenance of agricultural lands and preservation of wildlife; and (9) privacy and visual characteristics.

(i) Inspection and Compliance. The ARC shall have no duty or obligation to make inspections of any construction; however, nothing herein shall prevent the ARC from making inspections prior to, during, or after construction. Upon the completion of any work for which approved plans and specifications are required, the Owner shall give written notice of completion to the ARC. The ARC may inspect the work to determine its compliance with the approved plans. If the ARC finds that the work was not done in substantial compliance with the approved plans or any construction or change in natural conditions on any Unit was undertaken without first obtaining approval from ARC, written notice shall be sent by the ARC to such Owner specifying the noncompliance and requiring the Owner to cure such noncompliance within thirty (30) days or any extension thereof granted. If the Owner fails to cure the noncompliance or to enter into an agreement to cure on a basis satisfactory to the ARC within said thirty (30) day period or any extension thereof as may be granted, the Board may, at its option, cause the non-complying improvement to be removed or the noncompliance to be cured, or the Board may take legal action to require the non-complying improvement to be removed or the noncompliance to be cured. Upon demand, the Owner shall reimburse the Association for all costs and expenses incurred by the ARC and/or the Board in taking collective action, plus all costs incurred in collecting amounts due, including reasonable attorneys' fees and costs. The Owner shall be personally liable for all such costs and expenses, and the Association also shall have a lien against the non-complying Unit for the amount of all such costs and expenses. Any amounts not paid, without waiver of any other right or remedy, may be collected as a lien. Notwithstanding any other provision hereof, the ARC shall not be responsible for: (1) determining that any construction or construction documents conform to applicable building codes, zoning or other land use regulations; (2) the accuracy or content of any construction documents or specifications prepared by any architect, engineer or any other person; (3) construction means, methods, techniques, sequences or procedures, safety precautions or subsequent loss, damage or failures due to soil or any other natural or man-made conditions that may exist; or (4) any failure to carry out any construction in accordance with plans or specifications.

5. **Restrictions.**

(a) Residential Uses. Unless otherwise authorized by the Declarants

or the Board, each Unit shall be used only for residential purposes and such accessory or incidental uses thereto as may be permitted within the Eagle Feather at Shundahai Subdivision, now or hereafter in effect, and applicable zoning or recreation Easements which are consistent with this Declaration. Unless otherwise approved by the Declarants or the Board, no commercial activities may be conducted on any Unit that is visible outside the Unit. No Unit shall be leased for a term less than thirty (30) days. On each Unit there may be constructed only one single-family residence. Permitted uses also include, when approved by the ARC or the Board, barns and accessory out-buildings and such accessory or incidental structures as may be permitted by this Declaration and Garden City.

(b) Selection of Building Footprint and Construction. The selection of the building footprint for a residence and the construction of a residence shall be subject to the ordinances and regulations established by the ARC, the Board and Garden City. No Unit shall in any way interfere with roads, including access points on or to other Units, Easements, Common Areas or Facilities, or property owned by the Declarants.

(c) Pet Restrictions. Domesticated dogs and cats will be permitted in the Eagle Feather at Shundahai Subdivision, but the must be controlled by the Owner and will not be allowed to roam free. Secure containment facilities not exceeding 100 square feet must be located immediately adjacent to the primary residence on a Unit and within any set back required for the primary residence. If facilities are inadequate to contain domesticated pets, then the pets must be removed from the Unit until adequate facilities have been constructed. Each Owner will be required to control the Owner's dogs at all times. Outside the Owner's property boundary, dogs must be controlled by a leash of not more than 12 feet in length and must be under the direct control of the Owner or an authorized representative. Visitors should be encouraged not to bring dogs and cats on-site. Pets other than dogs and cats may be permitted subject to obtaining the prior approval of the Board, which approval may include conditions or rules as to maintaining such pets. The Board may prohibit altogether certain pets within the Eagle Feather at Shundahai Subdivision. Guests of any Owner, contractors, subcontractors, service and delivery people and the like shall comply with any pet control measures. The Association shall be responsible for enforcing pet control regulations. Any Owner not in compliance with these covenants will be responsible for any and all enforcement costs incurred by the Association. The Association, from time to time, shall adopt penalties and a schedule of fines relative to violations of the covenants regarding pets, including the requirement for removal of unrestrained pets from the Eagle Feather at Shundahai Subdivision. Non-payment of a fine or failure to remove unrestrained or non-compliant pets shall be considered a separate violation for each day the pet remains unrestrained or the Owner is non-compliant.

(d) Further Subdivision. Except as allowed in Subsections (f) or (g) below, no Unit shown on any Map shall ever be subdivided by an Owner into smaller parcels or conveyed or encumbered in any less than the full dimensions shown on the Map for the Eagle Feather at Shundahai Subdivision; provided, however, conveyances, easements or dedications for utilities may be granted over portions of a Unit. Notwithstanding the preceding, there is reserved to the Declarants, in Subsection (g)

below, the right to further subdivide, convey or encumber in less than full dimensions any Unit owned by the Declarants; provided, however, no such subdivision or conveyance may increase the Development density unless approved by Garden City. Every Owner further agrees that no Unit can be sold to or owned by a group of owners as "fractional interests" without the approval of the Board which may be granted or withheld in their sole and absolute discretion.

(e) Boundary Line Adjustments by Owners. Notwithstanding the provisions of Subsection (e) above, a boundary line adjustment by Owners between two (2) Units shall be permitted provided that: (1) the approval of the Association, the ARC and Garden City is first obtained; (2) no other Unit is affected unless agreed upon by the affected Owner(s) and the Board; (3) the Owners desiring such adjustment shall pay all reasonable costs related thereto, including preparation, approval and recording of an amended Map as may be required by Garden City and the Declarants; (4) boundary line adjustments between Units and the Common Areas shall also be permitted; provided however, there is compliance with subsections (1), (2) and (3) above and said adjustment has been approved in writing by the Declarants; and (5) in the event of any boundary line adjustments as permitted in this Subsection or under Subsection (g) below, it shall be sufficient for any such amended Map to be signed solely by the Owners of the affected Units and the Board.

(f) Boundary Line Adjustments by the Declarants. Notwithstanding the provisions of Subsections (e) and (f) above, the following boundary line adjustments by the Declarants shall be permitted: (1) as between the boundary of any Units owned by the Declarants; (2) as between the boundary of any Units owned by the Declarants and any Common Areas; and (3) as between the boundary of any Units owned by the Declarants and property adjacent to the Eagle Feather at Shundahai Subdivision abutting such Units. With respect to any boundary line adjustment under this Subsection, the Declarants shall obtain any requisite approvals required by Garden City and shall pay all reasonable costs incident thereto, including preparation, approval and recording of an amended Map. The Declarants shall not be required to obtain consent from the Board or any Owner for such an adjustment, and it shall be sufficient for any such amended Map to be signed solely by the Declarants.

(g) Utilities. With respect to development by an Owner on any Unit, all domestic water, electric, telephone and other utility pipes or lines shall be buried underground and shall not be carried on overhead poles or above the surface of the ground. Any areas of natural vegetation or terrain disturbed by the burying of utility lines shall be revegetated to ARC standards by and at the expense of the Owner causing the installation of the utilities no later than the next growing season following such installation. Notwithstanding any other provision hereof, there is reserved to the Declarants the right to temporarily install overhead poles, towers or above ground pipes for utilities required during construction of infrastructure improvement but shall be obligated to remove them once construction has been completed.

(h) Enclosure of Unsightly Facilities and Equipment. All unsightly facilities, equipment and other items, including, but not limited to those specified below,

shall be enclosed within a covered structure. Any unapproved motor home, trailer, boat, truck, tractor, garden equipment and any similar items shall be kept at all times, except when in actual use, in an enclosed garage. Any refuse or trash containers, utility meters or other facilities, service areas, or storage piles shall be enclosed within a structure or appropriately screened from view by planting or fencing approved by the ARC and adequate to conceal the same. No lumber, metals, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Unit, except building materials utilized during the course of construction and only for such reasonable periods of time as is necessary prior to their collection or disposal.

(i) Satellite Dishes and Antennas. Satellite dishes and antennas shall be permitted on Units subject to obtaining any requisite or applicable Garden City approvals. Any Owner desiring to install satellite, relay, uplink or other communication dishes or facilities shall first obtain approval from the ARC. Any proposal for a dish or other facilities more than three feet in diameter by Owner shall also include a plan for berming, screening, fencing and/or planting so as to conceal the dish or other facilities. Plans for any dish or other facilities shall include details as to location, size, color, installation, maintenance and other specifications as the ARC may reasonably require. Any limitations in this paragraph shall only apply to the extent such limitations do not conflict with federal law.

(j) Hunting and Firearms. The discharge or shooting of firearms, air rifles, bows, cross bows, sling shots and/or any similar device and any types of hunting within the Eagle Feather at Shundahai Subdivision are prohibited. The Property Manager or other employees or agents of the Association shall be permitted to use firearms anywhere within the Development, including on any Unit, only in connection with wildlife management or predator control; provided, however, that any Owner shall be given reasonable notice of entry, except in the case of emergency.

(k) Drainage and Erosion Control. No Owner shall do anything which shall impair or adversely affect the natural drainage on any Unit, or divert drainage or irrigation water onto another Unit or deprive any other Unit of its natural drainage course. No improvements on any Unit may cause new erosion or exacerbate existing erosion or draining patterns where such changes are, in the opinion of the Association, detrimental to the Development. Each Owner shall install culverts or other structures where driveways cross drainage ways as required by the ARC. The minimum size of any culvert and the construction methods utilized in installing any drainage structure shall also be approved by the ARC.

(l) Pest Control. All pest control shall be implemented at the expense of such Owner. Any pest control techniques shall be consistent with any Utah Fish and Game wildlife management techniques. None of the foregoing restrictions shall apply to pest control activities contained wholly within residences or other structures.

(m) Noxious or Offensive Activity and Nuisance. No noxious or offensive activity or sound shall be conducted on any portion of the Development at any time, nor shall anything be done or permitted which may become a nuisance to, or

unreasonably disturb, any Owner of other Units, or be injurious to the reputation of the Development or the Declarants.

(n) No Mining, Drilling or Quarrying. Mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including water, oil, gas, minerals, gravel, sand, rock and earth, shall not be permitted within the limits of the Eagle Feather at Shundahai Subdivision except as allowed by the Board. However, excavation of rock or earth shall be permitted by the Declarants or the Association to the extent necessary in the performance of their respective obligations under this Declaration and with respect to the construction and installation of infrastructure, amenities or as otherwise required by a development agreement.

(o) Completion of Construction. Any construction activity on any Unit in the Eagle Feather at Shundahai Subdivision shall have exteriors and landscaping completed and fully cleaned up within eighteen (18) months from its commencement or a variance shall be obtained from the ARC to allow for a longer period of construction upon proof of due diligence.

(p) Driveways. Driveway design, location, surfacing material and construction methods including without limitation, application of an approved dust suppressant, must first be approved by the ARC. The design and construction of driveways shall comply with Garden City standards and specifications as applicable governing driveways specifically including a requirement to pave the first one hundred (100) feet of the driveway adjacent to a road. Each Owner shall be responsible for ongoing dust control of private driveways which are not paved. All access driveways which serve only one (1) Unit shall be constructed at the expense of the Owner whose Unit is being served by that particular driveway. Any Owner, at Owner's sole cost, may contract with the Association or its agent for snowplowing of a driveway in connection with the general snowplowing operation for Eagle Feather at Shundahai Subdivision. Driveway easements shown on the Map shall also include, by extension, the necessary slope rights to construct the same.

(q) Trees and Landscaping. An Owner may not cut, remove, relocate or alter trees, bushes or natural vegetation except with the approval of the ARC. Any area of disturbed ground, which is not a driveway, must be revegetated. Each Owner shall control all noxious weeds within their Unit boundary. The cutting, removal, relocation or alteration of trees, bushes or natural vegetation by the Association or the Declarants may occur in a manner consistent with the natural landscaping in the Development, as necessary for the Declarants to construct infrastructure improvements, or as necessary for the general operations uses or activities described in this Declaration, or as hereafter approved by the Board.

(r) Damage by Owners. Each Owner is responsible for any damage caused to roads, ditches, fences, trails, natural draining courses, utilities, the Property, or to other Units or property thereon during the construction of improvements upon the Owner's Unit or by any vehicle belonging either to the Owner or anyone using the roads or Easements while engaged in any activity benefiting the Owner. Each Owner shall also

be responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to properly install culverts, and to repair any such damage in a timely manner. From time to time, the Association may adopt rules and regulations to enforce the provisions of this Subsection, including the requirement for financial arrangements or other deposits payable at the time of approval by the ARC to ensure the repair of any damage caused to Property or Units during construction activity performed at the direction of any Owner.

(s) Fences. All fences to be erected by any Owner must first be approved by the ARC, shall be in harmony with the name, setting and surroundings of Eagle Feather at Shundahai Subdivision and the Development, and shall adhere strictly to the Design Guidelines. Notwithstanding the preceding, the Declarants or the Association may maintain or construct permanent or temporary fences on the Property which are consistent with the intent of the Design Guidelines. In addition to all the foregoing, any fencing of lands within the Eagle Feather at Shundahai Subdivision shall be consistent with this Declaration and the Design Guidelines. Notwithstanding the preceding, dog kennels meeting the requirements of the rules and regulations adopted by the Association shall be permitted subject only to an approval of the kennel design by ARC.

(t) Limits on Certain Vehicles. The Board shall have the authority: (1) to prohibit certain motor vehicles that emit noise or other pollution in excess of levels or standards promulgated by the Board, and (2) to promulgate such other rules and regulations as it deems appropriate with respect to the operation of motor vehicles, non-motor vehicles and all other means of transport of whatever nature.

(u) Signs. The Association shall have the right to post signs on any Unit prohibiting trespassing or hunting, to protect boundary lines or for any other purposes consistent with Development operations. Unit "for sale" or "for rent" signs or signs advertising names of contractors, landscapers, brokers, lenders or the like are required to meet the Design Guidelines for such signs. Except as provided herein, any other signs, including specifically, permanent or temporary address and/or owner identification signs, shall be approved, in writing, by the ARC prior to being erected and shall conform to the Design Guidelines for such signs. Notwithstanding the foregoing, the Declarants shall be permitted to maintain temporary signs for general construction and marketing purposes.

(v) Limitation on Water Usage. Each Owner of any Unit, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, agrees that each Unit may be limited by the Association and/or other governmental agency in its use of outside irrigation. The Declarants and/or Board reserve the right, in extreme drought conditions, to require there to be no outside irrigation. These restrictions during drought conditions, however, shall not limit the right of any Owner to use culinary water to their Unit or for the right to obtain water connections to their Unit.

(w) Fires, Flammable Materials and Fireworks. The careless disposition of cigarettes and/or other flammable materials, any build up of potentially

flammable materials, and/or allowing any activity which would contribute to any kind of fire hazard are always strictly prohibited on the Eagle Feather Property. Any on-site fires (excepting small, confined and attended fires located immediately adjacent to a residential dwelling) are prohibited on the Eagle Feather Property. The use and possession of all fireworks is strictly prohibited on the Eagle Feather Property.

(x) Setbacks, Height Restrictions and Square Footage. Subject to the discretion of the Developer, the following minimum architectural standards shall apply:

1) All residential dwellings shall have no less than 1,800 square feet on the main floor and no less than 2,500 square feet on all floors combined.
2) All residential dwellings shall have an enclosed garage with no less than 240 square feet.
3) All roofs shall have a minimum of a 4 foot rise every 12 feet of pitch.
4) No residential dwelling or other structure shall exceed 35 feet in height, excluding chimneys, as measured from the average graded level on the Unit property to the highest peak of the roof pitch.
5) All residential dwellings must be set back no less than twenty (20) feet from each Unit boundary line unless local code requires otherwise.

6. **Enforcement**. The Board may, in its sole discretion, retain the services of a private contractor or other third party to monitor compliance with the provisions of this Declaration and the Master Declaration. All costs related to such a monitoring service shall be a Common Expense, which may be defrayed by fines assessed by the Board against non-compliant Owners.

DATED this 4th day of ~~August~~ September, 2007.

SHUNDAHAI HOLDINGS I, LLC
a Utah limited liability company

By: Norman D. Mecham, Manager

Norman D. Mecham, Manager

STATE OF UTAH)
: ss.
County of ~~Rich~~ Cache)

On the 4th day of September 2007, personally appeared before me NORMAN D. MECHAM, who, being by me duly sworn, did say that he is the Manager of SHUNDAHAI HOLDINGS I, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.

Residing in: Logan, Utah
Commission expires: 3/19/2010

Marilyn J. Adams
NOTARY PUBLIC

Notary Public
MARILYN J. ADAMS
112 North Main Street
Logan, Utah 84321
My Commission Expires
March 19, 2010
State of Utah

DATED this 4th day of ~~August~~, 2007.

BL-15, LLC
a Utah limited liability company

By: _____
Joe McCord, Manager

STATE OF UTAH)
: ss.
County of ~~Rich~~ Cache)

On the 6th day of September 2007, personally appeared before me JOE McCORD, who, being by me duly sworn, did say that he is the Manager of BL-15, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.

_____
NOTARY PUBLIC

Notary Public
MARILYN J. ADAMS
112 North Main Street
Logan, Utah 84321
My Commission Expires
March 19, 2010
State of Utah

EXHIBIT "A"
TO
AMMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
and RESTRICTIONS
OF
EAGLE FEATHER AT SHUNDAHAI

Legal Description

AS SURVEYED LEGAL DESCRIPTION

* see exhibit A

Exhibit A

SUBDIVISION

EAGLE FEATHER AT SHUNDAHAI SUBDIVISION

Grantor: BL-15, LLC
Shundahai Holdings I, LLC

Grantee: Eagle Feather at Shundahai Subdivision

A PARCEL OF GROUND LOCATED IN SECTIONS 19, ~~29~~, ~~29~~; & 30 TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF THE BRIDGERLAND VILLAGE SUBDIVISION PLATS "A" & "D" THE FOLLOWING FOUR COURSES, 1) NORTH 01°20'11" EAST 885.90 FEET (NORTH 01°24' EAST 886.90 FEET BY RECORD); 2) THENCE NORTH 01°22'05" EAST 493.57 FEET (NORTH 01°57' 492.80 FEET BY RECORD); 3) THENCE NORTH 01°53'19" EAST (NORTH 01°54' EAST BY RECORD) 484.36 FEET; 4) THENCE NORTH 03°11'17" EAST 583.86 FEET (NORTH 03°11'26" EAST 583.98 FEET BY RECORD) TO A REBAR WITH A UTAH COUNTY SURVEYOR CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF THE BRIDGERLAND VILLAGE SUBDIVISION PLAT "D" AND THE PROJECTION THEREOF NORTH 00°03'54" WEST (NORTH 00°03' WEST BY RECORD) 1329.95 FEET TO A POINT ON THE SOUTH LINE OF THE BRIDGERLAND VILLAGE SUBDIVISION PLAT "G" PHASE 1; THENCE SOUTH 89°40'34" EAST ALONG THE SOUTH LINE OF THE BRIDGERLAND VILLAGE SUBDIVISION PLAT "G" PHASE 1 AND TWO 1,299.20 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19 OF SAID TOWNSHIP; THENCE SOUTH 01°06'10" EAST 1,323.88 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE FOLLOWING THE BOUNDARY OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 THE FOLLOWING TWO COURSES, 1) THENCE SOUTH 01°28'15" WEST 1,272.87 FEET; 2) THENCE SOUTH 87°50'14" EAST 862.16 FEET; THENCE SOUTH 43°04'37" WEST 160.93 FEET; THENCE SOUTHWESTERLY 12.10 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46°13'10" AND A LONG CHORD THAT BEARS SOUTH 66°11'12" WEST 11.77 FEET; THENCE SOUTH 16°53'18" WEST 62.94 FEET; THENCE SOUTH 43°58'38" WEST 303.96 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 89/91 AND THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES SOUTH 01°49'26" WEST 705.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES, 1) SOUTHWESTERLY 693.32 FEET ALONG THE ARC OF A 705.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 56°20'48" AND A LONG CHORD THAT BEARS SOUTH 63°39'02" WEST 665.72 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE OF WHICH THE RADIUS POINT LIES SOUTH 42°13'25" EAST 360.00 FEET; 2) THENCE SOUTHWESTERLY 219.46 FEET ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°55'39" AND A LONG CHORD THAT BEARS SOUTH 30°18'46" WEST 216.07 FEET; 3) THENCE SOUTH 12°59'14" WEST 257.06 FEET; 4) THENCE SOUTH 12°50'15" WEST 92.62 FEET TO A PONT ON THE NORTH LINE OF THE BRIDGERLAND VILLAGE SUBDIVISION PLAT "A"; THENCE NORTH 85°37'51" WEST (NORTH 85°36' WEST BY RECORD) ALONG THE NORTH LINE OF THE BRIDGERLAND VILLAGE SUBDIVISION PLAT "A" 1,102.12 FEET (1102.48 FEET BY RECORD) TO THE POINT OF BEGINNING. CONTAINING 121.96 ACRES, MORE OR LESS.

Recorded MAY 23 2007 Filing No. 71671
At 9:52 AM/PM in Book K10 Page 132
Fee 125.00 Debra L. Ames Rich County Recorder
Requested by Town of Garden City

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