

WHEN RECORDED, MAIL TO:

Merrill Properties, LLC
c/o Brad & Sara Merrill
470 Country Lane Unit 11
Santa Clara, UT 84765

SUPPLEMENT AND AMENDMENT NO. 4 TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND PROTECTIVE COVENANTS
FOR
PARADISE VILLAGE AT ZION

THIS SUPPLEMENT AND AMENDMENT NO. 4 TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PROTECTIVE COVENANTS FOR PARADISE VILLAGE AT ZION (the "**Amendment**") is executed this 24 day of AUGUST, 2017, by Merrill Properties, LLC, a Utah limited liability company (the "**Declarant**").

RECITALS

A. Declarant caused to be recorded a Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of June 27, 2014, and recorded on July 2, 2014, in the official records of Washington County, Utah as document number 20140020242, as modified and/or supplemented by that certain Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of March 23, 2016, and recorded on April 25, 2016, in the official records of Washington County, Utah as document number 20160014432, by that certain Amendment No. 2 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of June 20, 2016 and recorded on June 24, 2016, in the official records of Washington County, Utah as document number 20160022622, and by that certain Amendment No. 3 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of 4/6 2017 and recorded on 4/6/17 in the official records of Washington County, Utah as document number 20170014119 (collectively, the "**Declaration**") concerning the real property located in Washington County, State of Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein (the "**Property**") and as more particularly described in Exhibit "A-1," attached hereto and incorporated herein (the "**Additional Property**").

B. During the Period of Administrative Control, Declarant, acting without the consent or approval of the Association or any other Owner, shall have the right to amend the

Declaration pursuant to Section 15.2 of the Declaration and to bring within the scheme of the Declaration additional land within the area defined as Additional Land within the Declaration.

C. The Period of Administrative Control is still in effect as of the date hereof and Declarant desires to amend the Declaration by modifying provisions within the Declaration and subjecting additional land to the Declaration.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. Modification of Definition of "Exclusive Common Area." The definition of "Exclusive Common Area" in Section 1.20 of the Declaration is hereby deleted in its entirety and replaced by the following:

"Exclusive Common Area" means any Common Area located within the Community that exclusively serves a Unit within the Community and that is designated as Exclusive Common Area by Declarant or the Association.

2. Modification of Section 3.2, Exclusive Common Area, of the Declaration. Section 3.2 of the Declaration is hereby deleted in its entirety and replaced by the following:

3.2 Exclusive Common Area. Declarant, in Declarant's sole discretion, may designate portions of the Common Area as ***"Exclusive Common Area"*** which are reserved for the exclusive use of Owners and their Related Parties within a particular Parcel within the Community. Any Exclusive Common Area, including any Regulated Modification to be placed upon such Exclusive Common Area, such as swimming pools, splash pads, hot tubs, patios, BBQ grills, fire pits, pavilions, pergolas, and other improvements approved by the Association (collectively, ***"Exclusive Common Area Improvements"***) designated to a particular Parcel within the Community will be maintained by the Owner, and the Owner shall indemnify the Association for, from, and against any and all claims arising from the use of the Exclusive Common Area and any Regulated Modification located therein. The Owner shall be responsible for all costs associated with operation, maintenance, repair, replacement and insurance of the Exclusive Common Area and any Exclusive Common Area Improvements within the Exclusive Common Area. If the Association incurs any costs associated with the Exclusive Common Area and/or Exclusive Common Area Improvements, the Association may assess the costs as a Parcel Assessment, as defined herein, against the Owners of Units located on such Parcel for whose benefit the Exclusive Common Area is designated. By way of illustration and not limitation, Exclusive Common Area may include recreational facilities intended for the exclusive use of Owners of Units located on a particular Parcel and supported exclusively by Parcel Assessments against such Parcel(s) within the Community.

Declarant may designate any Exclusive Common Area as such, and assign the exclusive use thereof, by any of (a) the deed conveying the Common Area to the Association, (b) a Supplemental Declaration covering the particular Parcel benefited by the Exclusive Common Area, (c) the recorded Plat covering the

particular Parcel(s), or (d) a document in writing that is signed by the Association and/or the Declarant that is recorded in the official records of Washington County whereby the Association or Declarant designates the Exclusive Common Area and the Parcel benefitted by the Exclusive Common Area. Further, Declarant, during the Period of Administrative Control, or thereafter, the Association, may convert one or more areas of Common Area to Exclusive Common Area for one or more particular Parcels within the Community, or, upon the prior written consent of the Owner of the Parcel benefitted by the Exclusive Common Area, may convert such Exclusive Common Area to Common Area. Any such action by the Association will require the vote of both (i) a majority of the total Association votes, and (ii) a majority of the votes within the Parcel(s) to which the Exclusive Common Area either is to be assigned or from which Exclusive Common Area is to be converted to Common Area. Notwithstanding anything herein to the contrary, the Declarant and/or the Association may not convert any Exclusive Common Area to Common Area after such time as Common Area Improvements have been approved to be placed within the Exclusive Common Area by the Association.

Notwithstanding the above, any Supplemental Declaration may establish Exclusive Common Area.

3. Addition of Section 12.18. The following shall be added as Section 12.18 of the Declaration:

12.18 Concessionaire Agreements. As a benefit to the Owners and the Occupants, the Declarant and/or the Association may from time to time enter into agreements with persons or entities to provide services or manage concessions within the Common Areas. Such services may include the sale or rental of towels, umbrellas, chaise lounge chairs, chairs, floats, pool equipment and toys, sunscreen, lip balm, hats, clothing, sports equipment (such as pickle ball equipment) and food and beverages (such as grilled food, hot dogs, hamburgers, snow cones, shaved ice, ice cream, non-alcoholic beverages, and water). Any income derived by the Association from any concessionaire agreements will be applied toward the costs associated with the management of the concessionaire agreements and oversight of the concessions with any net profit being applied toward the costs associated with the management and operation of the Common Areas. The Declarant or the Association may establish rules and regulations concerning any concessions. The type of concessions offered must be approved by the Declarant or the Association.

4. Modification of Section 14.22, Patios, Barbeques, Hot-tubs. The first paragraph of Section 14.22 of the Declaration is hereby deleted in its entirety and replaced by the following:

14.22 Patio and Exclusive Common Area Improvements. Owners, at their sole cost and expense, may install patios, decks, hot tubs, fixed barbeque

equipment (i.e., not readily mobile), and other such outdoor improvements (“*Patio Improvements*”) on their Parcel or Limited Common Area appurtenant to their respective Unit, and may install Exclusive Common Area Improvements (as such term is defined in Section 3.2 of the Declaration) within the designated Exclusive Common Area appurtenant to their Parcel, in accordance with the following requirements:

14.22.1 The Owner shall submit an application to the Board requesting that a portion of the Common Area adjacent to the Unit be converted from Common Area to Limited Common Area or Exclusive Common Area. The application shall include a plan showing the exact location of the Limited Common Area or Exclusive Common Area and a description of the proposed Patio Improvements or Exclusive Common Area Improvements to be placed thereon.

14.22.2 The Owner shall be solely responsible for all costs and expenses associated with or relating to such Patio Improvements and/or Exclusive Common Area Improvements, including, without limitation, all costs and expenses of installation, design, permits, construction, maintenance, repair, and replacement thereof, and the Limited Common Area, the Exclusive Common Area, the Patio Improvements, and the Exclusive Common Area Improvements shall otherwise be considered part of the Unit for purposes of maintenance, repair, reconstruction, and insurance.

14.22.3 The Owner shall obtain the required approvals from the DRC and comply with the requirements of Article XIII; provided, however, that the DRC may only withhold approval for installation of Patio Improvements and/or Exclusive Common Area Improvements if:

(a) The DRC has reason to believe that the Limited Common Area, patio, deck or other supporting structure will not support the size or weight of the Patio Improvements. If the DRC has such concerns, the Owner may overcome the same and obtain approval if the Owner, at the Owner’s sole cost and expense, obtains and submits to the committee a written opinion from a licensed structural engineer providing the DRC with reasonably satisfactory assurances that the Limited Common Area, patio, deck or other supporting structure will structurally support the proposed Patio Improvements;

(b) The proposed Patio Improvements and/or Exclusive Common Area Improvements have a color scheme that detracts from and is not reasonably consistent with the appearance and colors of the exteriors of the Units in the Community;

(c) The size of the proposed Patio Improvements and/or Exclusive Common Area Improvements is unusually large for the proposed location, such that it detracts from the consistency and aesthetic visual appeal of the Community; or

(d) There is a risk of damage or harm to person or property.

14.22.4 The Owner shall be responsible for ensuring that the patio, deck or other Limited Common Area on which the proposed Patio Improvement will be located will structurally support the proposed Patio Improvement, and that the proposed Patio Improvement will not jeopardize the structural integrity of the Limited Common Area or the Unit.

14.22.5 The Owner shall indemnify, hold harmless, and agree to defend the Association, and Declarant from and against any and all claims or liabilities arising from or relating to the installation, use, repair, removal or any other use of the Limited Common Area, Exclusive Common Area, Patio Improvements and/or Exclusive Common Area Improvements.

14.22.6 The Owner, at its sole cost and expense, shall obtain and maintain adequate and appropriate insurance coverage relating to the Patio Improvements and the Exclusive Common Area Improvements. The Association shall not have any responsibility to obtain any form of insurance coverage relating to the Patio Improvements or the Exclusive Common Area Improvements.

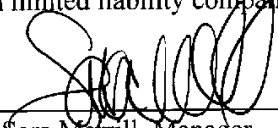
14.22.7 If the Owner removes the Patio Improvements or Exclusive Common Area Improvements, the Owner shall be responsible for all costs of removal. The Owner shall restore the Limited Common Area, the Unit, or the Exclusive Common Area on which the Patio Improvements or the Exclusive Common Area Improvements were located to its original condition or a condition substantially similar to immediately adjacent Common Area, and shall pay for all costs and expenses relating to such restoration.

5. Miscellaneous. The recitals are hereby incorporated into this Amendment. Except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect and are incorporated herein as amended hereby. By signing below, the Declarant and the Association hereby ratify, affirm, consent and agree to the terms and conditions of this Amendment, and the Declaration and all prior amendments.

IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date first above written.

Declarant

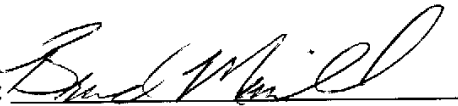
MERRILL PROPERTIES, LLC,
a Utah limited liability company

By: 
Sara Merrill, Manager

By: 
Brad Merrill, Manager

Association

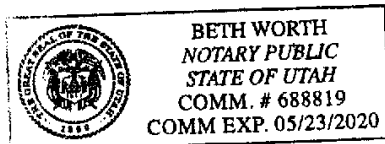
PARADISE VILLAGE AT ZION OWNERS
ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Brad Merrill, President

STATE OF UTAH)

County of Washington, ss.

On the 8 day of September, 2017, personally appeared before me Sara Merrill, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Merrill Properties, LLC, a Utah limited liability company, and who acknowledged to me that said entity executed it.

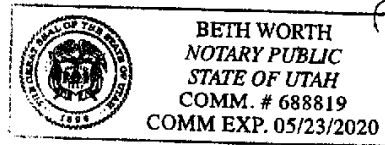



NOTARY PUBLIC

STATE OF UTAH)

County of Washington ss.

On the 24 day of August, 2017, personally appeared before me Brad Merrill, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Merrill Properties, LLC, a Utah limited liability company, and who acknowledged to me that said entity executed it.

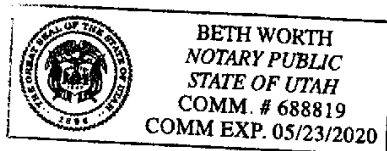



NOTARY PUBLIC

STATE OF UTAH)

County of Washington ss.

On the 24 day of August, 2017, personally appeared before me Brad Merrill, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as President of Paradise Village at Zion Owners Association, a Utah nonprofit corporation, and who acknowledged to me that said entity executed it.




NOTARY PUBLIC

EXHIBIT "A"

(Legal Description of Property)

Beginning at a point on the southerly line of North Town Road, said point being North 89°26'54" East 1,324.41 feet along the section line and South 00°42'28" West 31.33 feet from the North Quarter Corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence northeasterly the following (3) courses along said North Town Road;
thence northeasterly 135.65 feet along an arc of a 390.00 foot radius curve to the left (center bears North 12°39'31" West, long chord bears North 67°22'38" East 134.97 feet with a central angle of 19°55'42");
thence North 57°24'47" East 292.91 feet;
thence easterly 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 32°35'13" East, long chord bears South 77°35'25" East 35.35 feet with a central angle of 89°59'36") to the westerly line of Rachel Drive;
thence southeasterly the following (5) courses along said easterly line of Rachel Drive;
thence South 32°35'37" East 205.00 feet;
thence southeasterly 337.53 feet along an arc of a 390.00 foot radius curve to the left (center bears North 57°24'23" East, long chord bears South 57°23'14" East 327.09 feet with a central angle of 49°35'14");
thence South 82°10'51" East 268.54 feet;
thence southeasterly 376.07 feet along an arc of a 260.00 foot radius curve to the right (center bears South 07°49'09" West, long chord bears South 40°44'39" East 344.13 feet with a central angle of 82°52'25");
thence South 00°41'33" West 181.51 feet to the south line of Lot 6, Block 29, St. George and Santa Clara Bench Irrigation Company Survey;
thence South 89°37'38" West 1,263.42 feet along the southerly line of Lots 6 and 5 to the southwest corner of Lot 5, Block 29, St. George and Santa Clara Bench Irrigation Company Survey;
thence North 89°17'32" West 24.75 feet;
thence North 00°42'28" East 633.65 feet to the Point of Beginning.

Containing 741,910 square feet or 17.03 acres.

Also described as follows:

PARCEL 1: SC-6-2-8-11031

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF NORTH TOWN ROAD, SAID POINT BEING NORTH 89°26'54" EAST 1,324.41 FEET ALONG THE SECTION LINE AND SOUTH 00°42'28" WEST 31.33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTHEASTERLY THE FOLLOWING (3) COURSES ALONG SAID NORTH TOWN ROAD; THENCE NORTHEASTERLY 135.65

FEET ALONG AN ARC OF A 390.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 12°39'31" WEST, LONG CHORD BEARS NORTH 67°22'38" EAST 134.97 FEET WITH A CENTRAL ANGLE OF 19°55'42"); THENCE NORTH 57°24'47" EAST 292.91 FEET; THENCE EASTERLY 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 32°35'13" EAST, LONG CHORD BEARS SOUTH 77°35'25" EAST 35.35 FEET WITH A CENTRAL ANGLE OF 89°59'36") TO THE WESTERLY LINE OF RACHEL DRIVE; THENCE SOUTHEASTERLY THE FOLLOWING (5) COURSES ALONG SAID EASTERLY LINE OF RACHEL DRIVE; THENCE SOUTH 32°35'37" EAST 205.00 FEET; THENCE SOUTHEASTERLY 337.53 FEET ALONG AN ARC OF A 390.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 57°24'23" EAST, LONG CHORD BEARS SOUTH 57°23'14" EAST 327.09 FEET WITH A CENTRAL ANGLE OF 49°35'14"); THENCE SOUTH 82°10'51" EAST 268.54 FEET; THENCE SOUTHEASTERLY 376.07 FEET ALONG AN ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 07°49'09" WEST, LONG CHORD BEARS SOUTH 40°44'39" EAST 344.13 FEET WITH A CENTRAL ANGLE OF 82°52'25"); THENCE SOUTH 00°41'33" WEST 181.51 FEET TO THE SOUTH LINE OF LOT 6, BLOCK 29, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY; THENCE SOUTH 89°37'38" WEST 1,263.42 FEET ALONG THE SOUTHERLY LINE OF LOTS 6 AND 5 TO THE SOUTHWEST CORNER OF LOT 5 BLOCK 29, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY; THENCE NORTH 89°17'32" WEST 24.75 FEET; THENCE NORTH 00°42'28" EAST 633.65 FEET TO THE POINT OF BEGINNING.

LESS LAND IN PARADISE VILLAGE AT ZION PHASE 1 AMENDED
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 2
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 3 AMENDED
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 4
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 5

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 2: (SC-PVZ-1-1,2,3,4,5,6,7,37,38,39,40,41,42,43)
ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 37, 38, 39, 40, 41, 42 AND 43, PARADISE VILLAGE AT ZION PHASE 1, AMENDED ACCORDING TO THE OFFICIAL PLAT THEREOF; ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 3 (SC-PVZ-2-51,55,56,57,58,59,63,65,67,69,70)
ALL OF LOTS 51, 55, 56, 57, 58, 59, 63, 65, 67, 69, 70, PARADISE VILLAGE AT ZION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 4: (SC-PVZ-3-22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,44,45,46,47,48,49,50)
ALL OF LOTS 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44, 45, 46, 47, 48, 49
AND 50, PARADISE VILLAGE AT ZION PHASE 3, ACCORDING TO THE OFFICIAL
PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON
COUNTY, STATE OF UTAH.

PARCEL 5: (SC-PVZ-4-8,9,10,11,12,13,14,15,16,17,18,19,20,21)
ALL OF LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, PARADISE VILLAGE AT
ZION PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE
OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 6: (SC-PVX-5-71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,89)
ALL OF LOTS 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 89 PARADISE
VILLAGE AT ZION PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON
FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY STATE OF
UTAH.

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF NORTH TOWN ROAD, SAID
POINT BEING NORTH 89°26'54" EAST 911.74 FEET ALONG THE SECTION LINE AND
SOUTH 40.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8,
TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE EASTERLY ALONG THE FOLLOWING (2) COURSES ALONG SAID
SOUTHERLY LINE OF NORTH TOWN ROAD; THENCE NORTH 89°26'54" EAST 330.56
FEET; THENCE EASTERLY 82.41 FEET ALONG AN ARC OF A 390.00 FOOT RADIUS
CURVE TO THE LEFT (CENTER BEARS NORTH 00°33'06" WEST, LONG CHORD
BEARS NORTH 83°23'42" EAST 82.26 FEET WITH A CENTRAL ANGLE OF 12°06'24")
TO THE NORTHWEST CORNER OF PARADISE VILLAGE AT ZION PHASE 2; THENCE
SOUTH 00°42'28" WEST 647.10 FEET ALONG AND BEYOND SAID WEST LINE OF
PARADISE VILLAGE AT ZION PHASE 2; THENCE SOUTH 89°37'34" WEST 662.62 FEET
TO AND ALONG THE SOUTHERLY LINE OF LOT 6, BLOCK 30, OF THE ST. GEORGE
AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY TO THE SOUTHWEST
CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE EASTERLY LINE OF
TUSCANY AT CLIFFROSE PHASE 2; THENCE NORTH 00°44'49" EAST 182.38 FEET
ALONG THE WESTERLY LINE OF SAID LOT 6 AND SAID LINE BEING THE
EASTERLY LINE OF SAID TUSCANY AT CLIFFROSE PHASE 2 TO THE SOUTHERLY
LINE OF HAMBLIN PARKWAY; THENCE NORTHERLY 188.25 FEET ALONG AN ARC
OF A 706.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 67°33'30"
WEST, LONG CHORD BEARS NORTH 14°48'11" EAST 187.69 FEET WITH A CENTRAL
ANGLE OF 15°16'38") ALONG THE SOUTHWESTERLY LINE OF HAMBLIN PARKWAY
TO THE SOUTHWEST CORNER OF SNOW CANYON KH SUBDIVISION; THENCE
EASTERLY AND NORTHERLY THE FOLLOWING (3) COURSES ALONG SAID SNOW
CANYON KH SUBDIVISION; THENCE SOUTH 51°46'51" EAST 42.78 FEET; THENCE
NORTH 89°26'48" EAST 170.51 FEET; THENCE NORTH 00°44'45" EAST 299.75 FEET TO
THE POINT OF BEGINNING.

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

EXHIBIT "A-1"

(Legal Description of Additional Property)

ALL OF LOT 6, BLOCK 30, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, BEING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING TWO PARCELS:

(1) ALL OF SNOW CANYON KH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

(2) THAT PORTION DEDICATED TO SANTA CLARA CITY FOR NORTH TOWN ROAD AND HAMBLIN PARKWAY, BY DEED OF DEDICATION RECORDED FEBRUARY 9, 2012 AS ENTRY NO. 20120004301 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SNOW CANYON KH SUBDIVISION, SAID POINT BEING NORTH 89°26'48" EAST 736.16 FEET ALONG THE SECTION LINE AND SOUTH 38.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTHERLY 38.70 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 0°33'37" EAST, LONG CHORD BEARS SOUTH 45°05'34" WEST 34.95 FEET WITH A CENTRAL ANGLE OF 88°42'05") ALONG THE NORTHWESTERLY LINE OF SAID SNOW CANYON KH SUBDIVISION; THENCE SOUTH 00°44'45" WEST 171.70 FEET ALONG THE WESTERLY LINE OF SAID SNOW CANYON KH SUBDIVISION; THENCE SOUTHERLY 267.33 FEET ALONG AN ARC OF A 706.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°15'15" WEST LONG CHORD BEARS SOUTH 11°35'37" WEST 265.74 FEET WITH A CENTRAL ANGLE OF 21°41'43") ALONG AND BEYOND SAID SUBDIVISION TO THE WESTERLY LINE OF LOT 6, BLOCK 30, ST. GEORGE SANTA CLARA IRRIGATION BENCH SURVEY, SAID POINT ALSO BEING THE EASTERLY LINE OF TUSCANY AT CLIFFROSE PHASE 1; THENCE NORTH 00°44'49" EAST 455.99 FEET ALONG SAID EASTERLY LINE OF TUSCANY AT CLIFFROSE PHASE 1; THENCE NORTH 89°26'48" EAST 74.45 FEET TO THE POINT OF BEGINNING.