

Amended Restrictive Covenants Page 1 of 12
Gary Christensen Washington County Recorder
09/08/2025 03:06:00 PM Fee \$1,568.00 By MILLER
HARRISON LLC

WHEN RECORDED RETURN TO:

St. George 730, LLC
619 S. Bluff St. Tower I, Ste. 201
St. George, UT 84770

SECOND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DIVARIO

This SECOND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DIVARIO (“**Second Amendment**”) is executed and adopted by St. George 730, LLC, a Nevada limited liability company (“**Declarant**”).

RECITALS

A. The *Master Declaration of Covenants, Conditions, and Restrictions for Divario* was recorded with the Washington County Recorder’s Office on October 2, 2019, as Entry No. 20190040541 (“**Declaration**”).

B. The *First Amendment to the Master Declaration of Covenants, Conditions, and Restrictions for Divario* was recorded with the Washington County Recorder’s Office on November 11, 2020, as Entry No. 20200064159.

C. This Second Amendment affects the real property located in Washington County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. The Association desires to amend the Declaration to include provisions that will allow the Association and Declarant to better manage the Community.

E. Pursuant to Article 22, Section 22.1 of the Declaration, the undersigned hereby certifies that this Second Amendment was approved by the Declarant pursuant to its unilateral amendment power.

F. As of the date of the recording of this Second Amendment, the Declarant Rights Period remains in effect and Declarant owns one or more Units in the Community.

G. Unless otherwise defined herein, all capitalized terms shall have the meanings defined in the Declaration.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this Second Amendment, which shall be effective as of its recording date with the Washington County Recorder.

(1) **Amendment No. 1.** Section 3.2 of Article 3 of the Declaration shall be deleted in its entirety and replaced by the following:

Section 3.2. **Rules and Regulations.** The Association shall have the authority to promulgate and enforce Rules and Regulations for the regulation and operation of the Community. This provision is intended to be interpreted broadly and permit the Association to adopt Rules and Regulations governing all activities and uses within the Community which the Association may legally enforce. If Rules and Regulations are adopted, they shall be consistently and uniformly enforced. Rules and Regulations may be different for the various product types or areas of the Community including detached homes, townhomes, condominium units, apartments, and commercial lots. The Rules and Regulations may address any issues including those addressed in any other Governing Document. The Rules and Regulations may supplement, clarify, and add detail to issues addressed in other Governing Documents so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules and Regulations shall be conclusive, subject only to a judicial determination, if any is timely sought. Pursuant to Utah Code § 57-8a-218(24), the requirements of Utah Code §§ 57-8a-218(1), (2), (6), and (8) through (14), except subsection (1)(b)(ii), are hereby modified to not apply to the Association. During the Declarant Rights Period, the Declarant and the Declarant appointed Board (if any) shall be exempt from the rulemaking procedures of Utah Code § 57-8a-217 pursuant to the exemption contained in Utah Code § 57-8a-217(6). The delivery of notice of Rules and Regulations may be satisfied by posting the Rules and Regulations on the Association's online portal or website.

(2) **Amendment No. 2.** Subsection 7.4(a)(1) of Article 7 shall be deleted in its entirety and replaced by the following:

(1) The Board may impose fines for violations of this Declaration, the Rules and Regulations or any other Governing Document. The Board is authorized to adopt a schedule of fine amounts for general or specific violations, in the Board's discretion. A warning notice must be provided to the violating Owner before a fine may be imposed. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules and Regulations then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. The Board may adopt an enforcement policy and fine schedule pursuant to its rulemaking authority. The Board shall have the right and authority to impose fines against Builders as well as Owners.

(3) **Amendment No. 3.** The following shall be added as subsection 7.17 of Article 7 of the Declaration:

Section 7.17 **Records.** The records of the Association shall be limited to those documents explicitly identified in Utah Code §§ 57-8a-227(1)(a)(ii) and 16-6a-1601. Association Records shall specifically exclude emails, texts, phone calls, writings, and personal communications between Directors, Owners and their respective agents. The Board shall have the power and discretion to determine what documents or information are considered Association Records if there is a dispute over the definitions or language

provided in this Section. The Association shall have no duty to keep, maintain, produce, or permit inspection of any documents, draft documents, electronic files, or other information that is not an Association Record. The Board shall have the sole discretion to determine the format in which documents and records are kept. The Association may redact any private, privileged, or sensitive information from Association Records produced herein, in the Board's discretion. The Association may (but shall not be required) provide additional information or documents to Owners not identified as Association Records herein, in the Board's discretion. The Association may make Association Records available via a website or online portal, and if so provided, then the Association shall have met its record inspection obligations set forth in this Section or other applicable law for all such documents posted thereon.

(4) Amendment No. 4. The following shall be added as subsection 8.3(f) of Article 8 of the Declaration:

(f) The Declarant shall have no duty to obtain a Reserve Analysis or to maintain a reserve fund during the Declarant Rights Period pursuant to Utah Code § 57-8a-211(10).

(5) Amendment No. 5. The following shall be added as Section 8.14 of Article 8 of the Declaration:

Section 8.14 Declarant Assessment Exemption. No Units owned by the Declarant, or a Declarant affiliated entity shall pay Assessments until such time as the Declarant elects to pay Assessments, and only for so long as the Declarant elects to pay Assessments. The Declarant shall have the sole discretion to determine whether a Unit is owned by one of its affiliates and whether such Lot is subject to assessment.

(6) Amendment No. 6. The following shall be added as Section 8.15 of Article 8 of the Declaration:

Section 8.15 Builder Assessment Exemptions. Upon written approval from Declarant, Units owned by a Builder may be designated as Exempt Lots and may be exempt from Assessments until the earlier of: (a) the sale or transfer to a third-party purchaser that does not qualify as a Builder, (b) the actual occupancy of the Dwelling after receipt of a certificate of occupancy, or (c) any earlier period of time or deadline set forth in the document providing for the assessment exemption. Notwithstanding the foregoing, Units and Dwellings used exclusively as model homes or sales offices approved by Declarant may also be exempt from assessments. Builder assessment exemption rights granted herein shall not apply to Specific Assessments or any fines or assessments for enforcement actions necessarily taken by the Association. Nothing herein shall require Declarant to grant an assessment exemption to a Builder. If a Builder does not have an agreement for an assessment exemption, then its Units shall be subject to assessment upon receiving title to the Unit. Agreements for assessment exemptions may but shall not be required to be recorded.

(7) Amendment No. 7. The following shall be added as Section 8.16 of Article 8 of the Declaration:

Section 8.16 Reinvestment Fee Covenant. A perpetual Reinvestment Fee Covenant is hereby established that obligates all Transferees of Units to pay the Association a fee that benefits the Unit and Community. The Board shall have the right to establish the Reinvestment Fee assessment amount in accordance with this Section and Utah Code § 57-1-46. The following terms shall govern Reinvestment Fees:

- (a) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the County Recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the Person receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee.
- (b) The amount of the Reinvestment Fee shall be established by the Board in the Rules and Regulations or through a Board resolution.
- (c) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted under Utah Code § 57-1-46(8).
- (d) The Community is considered a "Large Master Planned Development" under Utah Code § 57-1-46, and therefore is not limited in the amount that may be charged as a Reinvestment Fee.
- (e) All transfers of Units from Declarant to a Declarant affiliate shall be exempt from a Reinvestment Fee. The Declarant shall have the sole discretion to determine whether such Transferee is an affiliate and if a Reinvestment Fee applies.
- (f) Declarant shall have the sole option to exempt the initial sale or Transfer of a Unit from Declarant, or an affiliate or successor of Declarant, to a third party from a Reinvestment Fee.
- (g) Declarant shall have the sole option to exempt Transfers of Units from Declarant, or an affiliate or successor of Declarant, to a Builder from a Reinvestment Fee. Any such Builder exemption shall be in writing and signed by Declarant in order to be enforceable.
- (h) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as a Specific Assessment for collection purposes.

(8) **Amendment No. 8.** The following shall be added as subsection 8.16 of Article 8 of the Declaration:

Section 8.16 Account Payoff Fee. The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Unit as provided for in Utah Code § 57-8a-106. The amount of such fee shall be fifty dollars (\$50.00) or as otherwise established in the Rules. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

(9) **Amendment No. 9.** Section 22.1 of Article 22 shall be deleted in its entirety and replaced by the following:

Section 22.1 Amendment By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, during the Declarant Rights Period, or so long as the Declarant or one of its affiliates owns one or more Units in the Community, Declarant may unilaterally amend this Declaration or any Plats for any purpose. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety. In addition, no other amendment shall be valid or enforceable without the Declarant's prior written consent during the Declarant Rights Period.

(10) **Amendment No. 10**. Section 22.4 of Article 22 shall be deleted in its entirety including subsections (a) through (f).

(11) **Amendment No. 11**. Section 22.5 of Article 22 shall be deleted in its entirety and replaced by the following:

Section 22.5 Notice of Change. If any change is made to the Governing Documents, then the Association shall provide notice of the change to all Owners. Notice may be provided via email, text, facsimile, posting on an online portal or website, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or any notice otherwise physically received by an Owner.

(12) **Conflicts**. All provisions of the Declaration not specifically amended in this Second Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(13) **Incorporation and Supplementation of Declaration**. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

* * * *

IN WITNESS WHEREOF, the Declarant has executed and adopted this Second Amendment this 4th day of August, 2025.

DECLARANT
ST. GEORGE 730, LLC
a Nevada limited liability company

By: 

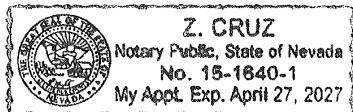
Name: Mark Schnipper

Title: President

STATE OF NEVADA)
) ss.

COUNTY OF CLARK)

On the 4th day of August, 2025, personally appeared before me
Mark Schnipper who by me being duly sworn, did say that she/he is an
authorized representative of St. George 730, LLC, and that the foregoing instrument is signed on
behalf of said company and executed with all necessary authority.



Notary Public Z. CRUZ

EXHIBIT A
SUBJECT PROPERTY DESCRIPTION

All of **CIRCOLO VILLAS SUBDIVISION**, according to the official plat thereof recorded with the Washington County Recorder on June 30, 2025, as Entry Number 20250022331.

Parcel Numbers: **SG-CIRV-1, SG-CIRV-2, SG-CIRV-3, SG-CIRV-A**

All of **RILASSANTE AT DIVARIO**, according to the official plat thereof recorded with the Washington County Recorder on June 24, 2025, as Entry Number 20250021729.

Parcel Numbers: **SG-RAD-1, SG-RAD-A, SG-RAD-B**

All of **ASCESA AT DIVARIO**, according to the official plat thereof recorded with the Washington County Recorder on April 25, 2023, as Entry Number 20230011459.

Parcel Numbers: **SG-ASD-1, SG-ASD-A**

All of **SALARNO HILLS AT DIVARIO PHASE 1**, according to the official plat thereof recorded with the Washington County Recorder on June 3, 2022, as Entry Number 20220029519.

Parcel Numbers: **SG-SHD-1-9 through SG-SHD-1-24, SG-SHD-1-A, SG-SHD-1-COMMON
SG-SHD-1-42 through SG-SHD-1-62**

All of **SALARNO HILLS AT DIVARIO PHASE 2**, according to the official plat thereof recorded with the Washington County Recorder on July 11, 2024, as Entry Number 20240021871.

Parcel Numbers: **SG-SHD-2-1 through SG-SHD-2-8, SG-SHD-2-25 through SG-SHD-2-41
SG-SHD-2-63 through SG-SHD-2-79, SG-SHD-2-A**

All of **ROSALIA RIDGE AT DIVARIO**, according to the official plat thereof recorded with the Washington County Recorder on October 19, 2023, as Entry Number 20230031366.

Parcel Numbers: **SG-ROSA-1 through SG-ROSA-47, SG-ROSA-A, SG-ROSA-COMMON**

All of **VARANO VISTAS AT DIVARIO**, according to the official plat thereof recorded with the Washington County Recorder on August 4, 2020, as Entry Number 20200040663.

Parcel Numbers: **SG-VAR-1 through SG-VAR-43**

All of **VARANO VISTAS AT DIVARIO PHASE 2**, according to the official plat thereof recorded with the Washington County Recorder on June 11, 2021, as Entry Number 20210041197.

Parcel Numbers: **SG-VAR-2-44 through SG-VAR-2-85, SG-VAR-2-COMMON**

All of **VARANO VISTAS AT DIVARIO PHASE 3**, according to the official plat thereof recorded with the Washington County Recorder on February 22, 2022, as Entry Number 20220010413.

Parcel Numbers: SG-VAR-3-86 through SG-VAR-3-138, SG-VAR-3-A

All of **CECITA CREST AT DIVARIO PHASE 1**, according to the official plat thereof recorded with the Washington County Recorder on August 25, 2020, as Entry Number 20200045071.

Parcel Numbers: SG-CCD-1-1 through SG-CCD-1-50

All of **CECITA CREST AT DIVARIO PHASE 2**, according to the official plat thereof recorded with the Washington County Recorder on November 18, 2021, as Entry Number 20210074081.

Parcel Numbers: SG-CCD-2-51 through SG-CCD-2-87

All of **CECITA CREST AT DIVARIO PHASE 3**, according to the official plat thereof recorded with the Washington County Recorder on November 29, 2023, as Entry Number 20230035698.

Parcel Numbers: SG-CCD-3-103 through SG-CCD-3-167, SG-CCD-3-A
SG-CCD-3-201 through SG-CCD-3-208, SG-CCD-3-COMMON

All of **CECITA CREST AT DIVARIO PHASE 3 PARTIAL AMENDMENT "A"**, according to the official plat thereof recorded with the Washington County Recorder on October 2, 2024, as Entry Number 20240031144.

Parcel Numbers: SG-CCD-3-12, SG-CCD-3-123-PT-A

All of **CECITA CREST AT DIVARIO PHASE 4**, according to the official plat thereof recorded with the Washington County Recorder on November 30, 2023, as Entry Number 20230035785.

Parcel Numbers: SG-CCD-4-88 through SG-CCD-4-102, SG-CCD-4-COMMON
SG-CCD-4-168 through SG-CCD-4-200

All of **CASCATA AT DIVARIO PHASE 1**, according to the official plat thereof recorded with the Washington County Recorder on December 9, 2020, as Entry Number 20200070815.

Parcel Numbers: SG-CAD-1-1 through SG-CAD-1-9, SG-CAD-1-13 through SG-CAD-1-16
SG-CAD-1-18 through SG-CAD-1-26

All of **CASCATA AT DIVARIO PHASE 1B**, according to the official plat thereof recorded with the Washington County Recorder on January 28, 2021, as Entry Number 20210006130.

Parcel Numbers: SG-CAD-1B-10

All of **CASCATA AT DIVARIO PHASE 2**, according to the official plat thereof recorded with the Washington County Recorder on September 27, 2021, as Entry Number 20210063316.

Parcel Numbers: SG-CAD-2-11, SG-CAD-2-12, SG-CAD-2-17
SG-CAD-2-27 through SG-CAD-2-30

All of **CASCATA AT DIVARIO PHASE 3**, according to the official plat thereof recorded with the Washington County Recorder on May 17, 2022, as Entry Number 20220026792.

Parcel Numbers: SG-CAD-3-6, SG-CAD-3-31 through SG-CAD-3-40

All of **CASCATA AT DIVARIO PHASE 4**, according to the official plat thereof recorded with the Washington County Recorder on December 22, 2022, as Entry Number 20220054042.

Parcel Numbers: SG-CAD-4-41 through SG-CAD-4-92, SG-CAD-4-A, SG-CAD-4-B

All of **ARANCIO POINT AT DIVARIO PHASE 1**, according to the official plat thereof recorded with the Washington County Recorder on April 27, 2021, as Entry Number 20210030015.

Parcel Numbers: SG-APD-1-10 through SG-APD-1-48, SG-APD-1 PARCEL A

All of **ARANCIO POINT AT DIVARIO PHASE 2**, according to the official plat thereof recorded with the Washington County Recorder on September 21, 2021, as Entry Number 20210062141.

Parcel Numbers: SG-APD-2-1 through SG-APD-2-9

All of **SENTIERI CANYON AT DIVARIO – AMENDED & EXTENDED**, according to the official plat thereof recorded with the Washington County Recorder on February 18, 2020, as Entry Number 20200008005.

Parcel Numbers: SG-SCD-1 through SG-SCD-51

All of **BECCO CREEK TOWNHOMES AT DIVARIO**, according to the official plat thereof recorded with the Washington County Recorder on December 27, 2023, as Entry Number 20230038314.

Parcel Numbers: SG-BCTD-1 through SG-BCTD-81, SG-BCTD-COMMON

ALSO INCLUDING

Parcel Numbers:	SG-6-2-27-236	SG-6-2-27-330	SG-6-2-27-428	SG-6-2-27-3311
SG-6-2-34-241	SG-6-2-34-243	SG-6-2-34-411	SG-6-2-34-412	SG-6-2-34-1003
SG-6-2-34-1004	SG-6-2-35-3002	SG-6-2-35-3004	SG-6-2-28-2110	SG-6-2-34-1008
SG-6-2-34-1013				

Comprising the unsubdivided property within the following legal description:

Beginning at the Section Corner common to Sections 27-28-33-34 Township 42 South, Range 16 West, Salt Lake Base and Meridian and running;

Thence North 88°32'37" West 2621.44 feet to the Quarter Corner common to said Sections 28-33;

thence North 1°50'37" East 3992.42 feet along the center section line to the North 1/16 Corner of said Section 28;

thence South 88°31'07" East 1690.18 feet along the 1/16 line to a point on the East boundary of Santa Maria at Sunbrook Phase 4 Amended as on file in the Office of the Recorder, Washington County, Utah (Inst. No. 20100028534);

thence South 9°52'28" West 7.97 feet along said East line to a point on a 750.00 foot radius non-tangent curve concave to the Southwest (Radius bears: South 9°47'50" West). Said point also being on the proposed centerline of Plantations Drive, a proposed 80.00 foot wide public street and continuing along said proposed centerline the following eleven (11) courses;

thence Southeasterly 342.54 feet along said 750.00 foot radius curve through a central angle of 26°10'06" to a point of tangency;

thence South 54°02'04" East 56.91 feet to a point of curvature;

thence 616.76 feet along a 740.00 foot radius curve to the right through a central angle of 47°45'13", to a point of tangency;

thence South 6°16'51" East 123.72 feet to a point of curvature;

thence 849.03 feet along an 1150.00 foot radius curve to the left through a central angle of 42°18'03" to a point of tangency;

thence South 48°34'55" East 1997.56 feet to a point of curvature;

thence 561.96 feet along a 1000.00 foot radius curve to the right through a central angle of 32°11'52" to a point of reverse curvature;

thence 1006.47 feet along a 1250.00 foot radius curve to the left through a central angle of 46°07'59" to a point of reverse curvature;

thence 222.33 feet along a 1000.00 foot radius curve to the right through a central angle of 12°44'20" to a point of tangency;

thence South 49°46'43" East 490.01 feet to a point of curvature;

thence 238.06 feet along a 1500.00 foot radius curve to the right through a central angle of 9°05'36" to a point that intersects a Southwesterly projection of the Alienta Drive centerline as established in The Highlands @ Green Valley Phase 1 (Inst. No. 20060002398);

thence North 24°49'47" East 651.13 along said extension and the Easterly line of Parcels 32 and 33 as described in Inst. No. 200900646536 to its intersection with the North Section line of said Section 34;

thence South 88°05'44" East 33.23 feet along the Section Line to a point that is North 88°05'44" West 1374.00 feet along the section line from the Section corner common to Sections 26-27-34-35, Township 42 South, Range 16 West, Salt Lake Base and Meridian;

thence South 24°48'29" West 100.95 feet to and along the West boundary of Cottages North

Phase 3 (Inst. No. 629336, Book:1293, Page:870)

thence South $1^{\circ}50'54''$ West 463.90 feet along said West line;
thence South $23^{\circ}40'49''$ East 97.91 feet along said West line to a point on the West line of
Cottages North Phase II (Inst. No. 478939, Book:851, Page:221)
thence South $9^{\circ}35'49''$ East 648.35 feet to the Southwest corner of said subdivision. Said point
also being on a Westerly extension of the North line of Canyon View Drive as established from
existing ring and lid control monuments;
thence North $88^{\circ}08'36''$ West 1.07 along said extension line to a point on a 20.00 foot radius non
tangent curve concave to the Northeast (Radius bears: North $29^{\circ}56'22''$ East). Said point also
being on the East line of that parcel described in Deed of Dedication (Inst. No. 700320,
Book:1384, Page:229) as established from said ring and lid control monuments in Canyon View
Drive and continuing along the North and West line of said Deed of Dedication the following six
(6) courses;
thence 17.62 feet along said curve through a central angle of $50^{\circ}28'30''$;
thence South $80^{\circ}24'52''$ West 80.00 feet along a radial bearing
South $9^{\circ}35'08''$ East 435.96 feet to a point of curvature;
thence 34.58 feet along a 540.00 foot radius curve to the left through a central angle of $3^{\circ}40'07''$
to a point of tangency
thence South $13^{\circ}15'15''$ East 458.48 feet to a point of curvature;
thence 816.16 feet along a 620.00 foot radius curve to the left through a central angle of
 $75^{\circ}25'24''$ to a point of tangency. Said point also being on the South line of that parcel described
in Warranty Deed (Inst. No. 814829, Book:1539, Page:350) and continuing along the South line
of said parcel the following Five (5) courses;
thence South $88^{\circ}40'40''$ East 417.51 feet to a point of curvature. Said point also being North
 $0^{\circ}48'55''$ East 26.216 feet along the Section line and North $88^{\circ}40'40''$ West 144.188 feet from the
Quarter Corner common to said Sections 34 and 35;
thence 705.17 feet along a 900.00 foot radius curve to the right through a central angle of
 $44^{\circ}53'32''$;
thence North $46^{\circ}12'51''$ East 80.00 feet along a radial bearing to a point on a 25.00 foot radius
curve concave to the East;
thence Northeasterly 36.11 feet along said curve through a central angle of $82^{\circ}45'31''$ to a point
of reverse curvature;
thence 53.39 feet along a 175.00 foot radius curve to the left through a central angle of $17^{\circ}28'54''$
to a point on a Westerly extension of the South boundaries of Las Palmas Resort Condominiums
II Phase VII, Amended & Extended (Inst. No. 943875, Book:1742, Page:670) and Las Palmas
Resort Condominiums II Phase VIII, Corrected, Amended & Extended (Inst. No. 20070037723);
thence South $88^{\circ}42'10''$ East 774.66 feet along said extension to and along said South
boundaries;
thence South $1^{\circ}30'19''$ East 421.72 feet along the East line of the Northwest $\frac{1}{4}$ of the Southwest
 $\frac{1}{4}$ of said Section 35 to the Southeast corner of that parcel described in Warranty Deed (Inst. No.
272765, Book: 370, Page:685);
thence South $88^{\circ}37'07''$ East 1323.94 along the South line of said parcel to a point on the Center
Section line of said Section 35;
thence South $0^{\circ}14'30''$ West 807.72 feet along said line to the Southeast corner of the Northeast
 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 35;
thence North $88^{\circ}36'09''$ West 2598.96 feet along the 1/16 line to the Southeast corner of

Sectional Lot 3, said Section 34. Said point also being South 3°16'05" East 1330.64 feet from said Quarter Corner common to Sections 34 and 35;

thence North 88°27'41" West 1296.03 feet along the 1/16 line to the Southeast corner of that parcel described in Warranty Deed (Inst. No. 20080023192) and continuing along said parcel the following four (4) courses;

thence Northerly 250.73 feet along a 667.00 foot radius non-tangent curve concave to the Southwest (Radius bears South 86°46'26" West) through a central angle of 21°32'18";

thence North 78°16'07" West 371.72 feet;

thence South 38°59'48" West 246.42 feet;

thence South 1°32'28" West 110.33 feet to a point on the 1/16 line;

thence North 88°27'41" West 658.26 feet to the South 1/16 corner of said Section 34;

thence North 88°26'12" West 1336.31 feet along the 1/16 line to the Southwest 1/16 corner of said Section 34;

thence North 1°17'01" East 1329.68 feet along the 1/16 line to the West 1/16 corner of said Section 34;

thence North 88°23'46" West 1333.98 feet along the Center Section line to the Quarter Corner common to said Sections 33 and 34;

thence North 1°17'37" East 2669.16 feet along the Section line to the Point of Beginning.

Containing Approximately 719.68 Acres