

Amendments Page 1 of 13
Gary Christensen Washington County Recorder
09/18/2025 01:36:37 PM Fee \$1,588.00 By MILLER
HARRISON LLC

WHEN RECORDED RETURN TO:

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

FIRST AMENDMENT TO THE BYLAWS OF DIVARIO MASTER HOMEOWNERS ASSOCIATION

This FIRST AMENDMENT TO THE BYLAWS OF THE DIVARIO MASTER HOMEOWNERS ASSOCIATION ("First Amendment") is executed and adopted by St. George 730, LLC, a Nevada limited liability company ("Declarant").

RECITALS

A. The *Bylaws of Divario Master Homeowners Association* were recorded with the Washington County Recorder's Office on October 2, 2019, as Entry No. 20190040542 ("Bylaws").

B. This First 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.

C. The Association desires to amend the Bylaws to include provisions that will improve the governance and management of the Association.

D. Pursuant to Article VI, Section 6.6 of the Bylaws, the undersigned hereby certifies that this First Amendment was approved by the Declarant pursuant to its unilateral amendment power.

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

F. Unless otherwise defined herein, all capitalized terms shall have the meanings defined in the Bylaws.

AMENDMENT

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

(1) **Amendment No. 1.** Section 2.9 of Article II of the Bylaws shall be deleted in its entirety and replaced by the following:

2.9. **Quorum.** Any number of Owners present in person or by proxy at a meeting called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions. The vote of the Owners representing a majority of the voting interests of the Owners in attendance in person or by proxy, shall

decide any question or action brought before the meeting. Notwithstanding the foregoing, if the Act or Governing Documents require a fixed percentage of Owners' voting interests to approve any specific action (e.g., amending Governing Documents), that percentage shall be required to approve such action.

(2) **Amendment No. 2.** Section 2.12 of Article II of the Bylaws shall be deleted in its entirety and replaced by the following:

2.9. **Action Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, online voting platform, video conference, or paper document.

(3) **Amendment No. 3.** Article III of the Bylaws shall be deleted in its entirety and replaced by the following:

ARTICLE III **BOARD OF DIRECTORS**

3.1 **Powers.** The Community and the business and affairs of the Association shall be governed and managed by a Board of Directors or the Declarant in lieu of appointed Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

3.2 **Number and Qualifications.** Following the Declarant Rights Period, the Board of Directors shall be composed of an odd number of no less than three (3), but no more than seven (7) Persons, as determined by the Declarant or the currently elected Board prior to voting. Directors must be at least 18 years old, must be an Owner or the spouse of an Owner of a Lot in the Community, must be current on all assessments and fees, and must reside in the Community as their primary residence. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Director. If a Director ceases to meet any required qualifications during the Director's term, such person's membership on the Board shall automatically terminate. During the Declarant Rights Period, the Director qualification requirements of these Bylaws shall not apply and the Declarant may act as the Board and may exercise all powers of the Board as permitted by law.

3.3 **Election.** During the Declarant Rights Period, Directors shall be appointed by Declarant. Following the Declarant Rights Period, the election of Directors shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may adopt a policy for Directors nominations, which may include requiring nominations in advance of the Annual Meeting. The Association may accept written ballots for Directors election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Directors may be conducted through open voting or by secret ballot. Cumulative

voting is not permitted.

3.4 Term of Office. During the Declarant Rights Period, Directors terms shall be determined exclusively by Declarant. Following the Declarant Rights Period, the terms of the Directors shall be three (3) years. The terms of Directors shall be staggered and overlap so that elections for Director positions are held each year. Directors may serve consecutive terms if elected. In order to create staggered terms, at the first election following the Declarant Rights Period, the Person(s) receiving the highest number of votes shall serve three (3) year terms, the Person(s) receiving the next highest vote total shall serve two (2) year terms, and the Person receiving the lowest vote total shall serve a one (1) year term. If the number of Directors is changed at an Annual Meeting, then the Board shall ensure there is a balanced number of staggered terms, which may involve making a decision to reduce or increase a term of one or more Directors.

3.5 Regular Meetings. The Board shall hold meetings at least annually or more often at the discretion of the Board. During the Declarant Rights Period, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

3.6 Special Meetings. Special meetings may be called by the President or a majority of Directors on at least two (2) business days' prior notice to each Director and those Owners who have requested notice.

3.7 Meeting Notice. Notice of Board meeting date, time, and location shall be given personally, by email, by text, or by telephone, to all Directors and any Owners who have requested notice at least two business days in advance of the meeting. Directors may waive their right to notice of a meeting. By unanimous consent of the Board, special meetings may be held without call or notice to the Directors, but notice shall always be provided to those Owners who have requested notice of Board meetings.

3.8 Owner Attendance. Any Owner may request notice of Board meetings by requesting such notice from a Director and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Directors and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Directors. If Owners attend a Board meeting, the Board may select a specific time period during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

3.9 Quorum and Manner of Action. A majority of the Directors shall constitute a quorum for the transaction of business at any Board meeting. The act of a majority of the Directors present at any meeting at which a quorum is present, and for which proper notice was provided, shall be the act of the Board. Directors shall act only as the Board of Directors, and individual Directors shall have no powers as such.

3.10 Open Meetings. Except as provided in (a) through (f) below, following the Declarant Rights Period, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel, or to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;

- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

During the Declarant Rights Period, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners. Notwithstanding the foregoing, the Board meetings required under Utah Code § 57-8a-226(7)(b) shall be open to all Owners.

3.11 Board Meetings Generally. The Board may designate any place in Salt Lake County or Utah County as the place for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone, video conference, or any other electronic means that allows for Directors to communicate orally in real time. Following the Declarant Rights Period, if a Board meeting is held by telephone or video conference, the Association shall provide the call-in or internet link information such that Owners may access the meeting remotely.

3.12 Board Action. Notwithstanding noncompliance with any provision within these Bylaws or other Governing Document, Board action is binding and valid unless set aside by a court of law. A Person challenging the validity of a Board action for failure to comply with these Bylaws, the Governing Documents, or for any other irregularity, may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

3.13 Compensation. No Director shall receive compensation for any services that such member may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of such duties as a Director to the extent such expenses are approved by a majority of the other Directors. Nothing herein shall be construed to preclude any Director from serving the Community in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Directors. The Declarant and its Affiliates, agents, and employees shall be exempt from the requirement of approval of disinterested Directors in order to provide paid services to the Association during the Declarant Rights Period.

3.14 Resignation and Removal. Directors may resign at any time by delivering a written resignation to another Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Directors appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Director it appoints at any time. A Director elected by the Owners after the Declarant Rights Period may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. At such a meeting, the Owners shall vote for a new Director to fill the remaining term of the removed Director. Directors may also be removed by a majority of the other active Directors upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Directors may appoint a replacement to serve the remaining term of the removed Director. Directors shall be immediately removed and ineligible to serve as a Director if they have been convicted of a felony or is a sex offender pursuant to Utah Code § 57-8a-501(3).

3.15 Vacancies. If vacancies occur during the Declarant Rights Period, the

Declarant shall appoint a Director to fill the vacancy. Following the Declarant Rights Period, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Directors then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Directors then in office, though less than a quorum. A vacancy in the Board occurring by reason of removal of a Director by the Owners may be filled by election of the Owners at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Directors shall continue to serve until their successors are elected or appointed.

3.16 Action Without a Meeting. Directors have the right to take any action in the absence of a meeting which they could take at a Board meeting if a majority of the Directors consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Additionally, the Directors may also take action without a meeting if the Board complies with any applicable provisions of the Acts. Any action so approved shall have the same effect as though taken at a Board meeting. Any actions taken without a meeting may be documented in subsequent Board meeting minutes.

3.17 Waiver of Notice. Before or at any meeting of the Board, any Director or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Director or Owner at any meeting thereof shall be a waiver of notice by that Director or Owner of the time, place, and purpose thereof.

3.18 Adjournment. The Board may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

3.19 Meeting. A Board meeting does not include a gathering of Directors at which the Board does not conduct and vote on Association business.

3.20 Indemnification. No Director, officer or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby agree to defend, indemnify, and hold harmless each person who shall serve at any time as a Director, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Director, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify, or reimburse such person, even though not specifically provided for herein or otherwise permitted. The Association, its Directors, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

3.21 Rules. The Board shall have the authority to adopt Rules and a schedule of

fines for violations of the Governing Documents as it may deem necessary for the maintenance, operation, management, and control of the Community by resolution or similar document. The Board may from time to time, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Residents. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules 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. Notice of all Rules adopted by the Board shall be provided to Owners at least fifteen (15) days prior to the effective date thereof. The delivery of notice of any Rules or policies of the Association may be satisfied by posting the Rules or policies on the Association's online portal or website.

(4) **Amendment No. 4.** Subsection 6.5 of Article VI shall be deleted in its entirety and replaced by the following:

6.5. **Notices.** Any notice required or permitted to be given to any Owner or Member according to the provisions of the Bylaws, Declaration or other Governing Document shall be deemed to have been properly furnished if delivered to the Person who appears as an Owner in the records of the Association at the time notice is sent. Notice may be sent 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. If no contact information has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes.

(5) **Conflicts.** All provisions of the Bylaws not specifically amended in this First 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 Bylaws or any prior amendments, the provisions of this document shall in all respects govern and control.

(6) **Incorporation and Supplementation of Bylaws.** This document is supplemental to the Bylaws, 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 First Amendment this 11th day of September, 2025.

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

By: 

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Name: Mark A. Schnipper
Title: Manager

On the 11th day of September, 2025, personally appeared before me
Mark A. 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: 

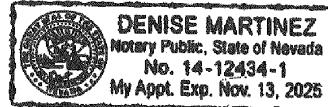


EXHIBIT A
SUBJECT PROPERTY DESCRIPTION

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°50'54" West 463.90 feet along said West line;
thence South 23°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°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°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°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°28'30";
thence South 80°24'52" West 80.00 feet along a radial bearing
South 9°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°40'07"
to a point of tangency
thence South 13°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°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°40'40" East 417.51 feet to a point of curvature. Said point also being North
0°48'55" East 26.216 feet along the Section line and North 88°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°53'32";
thence North 46°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°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°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°42'10" East 774.66 feet along said extension to and along said South
boundaries;
thence South 1°30'19" East 421.72 feet along the East line of the Northwest 1/4 of the Southwest
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°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°14'30" West 807.72 feet along said line to the Southeast corner of the Northeast
1/4 of the Southwest 1/4 of said Section 35;
thence North 88°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