

Amended Restrictive Covenants Page 1 of 10
Gary Christensen Washington County Recorder
12/21/2022 03:29:02 PM Fee \$40.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

WHEN RECORDED MAIL TO:

JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste 301
St. George, UT 84770

File No.: 164662-DMF

**FIRST AMENDMENT TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF
EASEMENTS FOR BLACK DESERT COMMUNITY**

In Reference to Tax ID Number(s):

I-BDRC-1-BD1, I-BDRC-2-BD1, I-BDRC-3-BD1, I-BDRC-4-BD1, I-BDRC-5-BD1, I-BDRC-6-BD1, I-BDRC-7-BD1, I-BDRC-A-A1-BD1, I-BDRC-A-A2-BD1, I-BDRC-A-A3-BD1, I-BDRC-A-A4-BD1, I-BDRC-A-A5-BD1, I-BDRC-A-A6-BD1, I-BDRC-A-A7-BD1, I-BDRC-A-A8-BD1, I-BDRC-A-A9-BD1, I-BDRC-A-A10-BD1, I-BDRC-A-A11-BD1, I-BDRC-A-A12-BD1, I-BDRC-A-A13-BD1, I-BDRC-A-A14-BD1, I-BDRC-A-A15-BD1, I-BDRC-A-A16-BD1, I-BDRC-A-A17-BD1, I-BDRC-A-A18-BD1, I-BDRC-A-A19-BD1, I-BDRC-A-A20-BD1, I-BDRC-A-A21-BD1, I-BDRC-A-A22-BD1, I-BDRC-A-A23-BD1, I-BDRC-B-B1-BD1, I-BDRC-B-B2-BD1, I-BDRC-B-B3-BD1, I-BDRC-B-B4-BD1, I-BDRC-C-C1-BD1, I-BDRC-C-C2-BD1, I-BDRC-C-6201-BD1, I-BDRC-C-6202-BD1, I-BDRC-C-6203-BD1, I-BDRC-C-6204-BD1, I-BDRC-C-6205-BD1, I-BDRC-C-6206-BD1, I-BDRC-C-6207-BD1, I-BDRC-C-6208-BD1, I-BDRC-C-6209-BD1, I-BDRC-C-6210-BD1, I-BDRC-C-6211-BD1, I-BDRC-C-6213-BD1, I-BDRC-C-6215-BD1, I-BDRC-C-6217-BD1, I-BDRC-C-6218-BD1, I-BDRC-C-6219-BD1, I-BDRC-C-6220-BD1, I-BDRC-C-6221-BD1, I-BDRC-C-6222-BD1, I-BDRC-C-6223-BD1, I-BDRC-C-6224-BD1, I-BDRC-C-6225-BD1, I-BDRC-C-6226-BD1, I-BDRC-C-6227-BD1, I-BDRC-C-6228-BD1, I-BDRC-C-6229-BD1, I-BDRC-C-6230-BD1, I-BDRC-C-6231-BD1, I-BDRC-C-6232-BD1, I-BDRC-C-6301-BD1, I-BDRC-C-6302-BD1, I-BDRC-C-6303-BD1, I-BDRC-C-6304-BD1, I-BDRC-C-6305-BD1, I-BDRC-C-6306-BD1, I-BDRC-C-6307-BD1, I-BDRC-C-6308-BD1, I-BDRC-C-6309-BD1, I-BDRC-C-6310-BD1, I-BDRC-C-6311-BD1, I-BDRC-C-6313-BD1, I-BDRC-C-6315-BD1, I-BDRC-C-6317-BD1, I-BDRC-C-6318-BD1, I-BDRC-C-6319-BD1, I-BDRC-C-6320-BD1, I-BDRC-C-6321-BD1, I-BDRC-C-6322-BD1, I-BDRC-C-6323-BD1, I-BDRC-C-6324-BD1, I-BDRC-C-6325-BD1, I-BDRC-C-6326-BD1, I-BDRC-C-6327-BD1, I-BDRC-C-6328-BD1, I-BDRC-C-6329-BD1, I-BDRC-C-6330-BD1, I-BDRC-C-6331-BD1, I-BDRC-C-6332-BD1, I-BDRC-D-5100-BD1, I-BDRC-D-5101-BD1, I-BDRC-D-5102-BD1, I-BDRC-D-5103-BD1, I-BDRC-D-5104-BD1, I-BDRC-D-5105-BD1, I-BDRC-D-5106-BD1, I-BDRC-D-5107-BD1, I-BDRC-D-5109-BD1, I-BDRC-D-5111-BD1, I-BDRC-D-5113-BD1, I-BDRC-D-5115-BD1, I-BDRC-D-5117-BD1, I-BDRC-D-5119-BD1, I-BDRC-D-5121-BD1, I-BDRC-D-5123-BD1, I-BDRC-D-5124-BD1, I-BDRC-D-5125-BD1, I-BDRC-D-5126-BD1, I-BDRC-D-5127-BD1, I-BDRC-D-5128-BD1, I-BDRC-D-5129-BD1, I-BDRC-D-5130-BD1, I-BDRC-D-5131-BD1, I-BDRC-D-5132-BD1, I-BDRC-D-5133-BD1, I-BDRC-D-5134-BD1, I-BDRC-D-5135-BD1, I-BDRC-D-5136-BD1, I-BDRC-D-5137-BD1, I-BDRC-D-5138-BD1, I-BDRC-D-5139-BD1, I-BDRC-D-5140-BD1, I-BDRC-D-5141-BD1, I-BDRC-D-5143-BD1, I-BDRC-D-5149-BD1, I-BDRC-D-5151-BD1, I-BDRC-D-5153-BD1, I-BDRC-D-5154-BD1, I-BDRC-D-5155-BD1, I-BDRC-D-5156-BD1, I-BDRC-D-5157-BD1, I-BDRC-D-5158-BD1, I-BDRC-D-5159-BD1, I-BDRC-D-5160-BD1, I-BDRC-D-5161-BD1, I-BDRC-D-5162-BD1, I-BDRC-D-5200-BD1, I-BDRC-D-5201-BD1, I-BDRC-D-5202-BD1, I-BDRC-D-5203-BD1, I-BDRC-D-5204-BD1, I-BDRC-D-5205-BD1, I-BDRC-D-5206-BD1, I-BDRC-D-5207-BD1, I-BDRC-D-5209-BD1, I-BDRC-D-5211-BD1, I-BDRC-D-5213-BD1, I-BDRC-D-5215-BD1, I-BDRC-D-5217-BD1, I-BDRC-D-5219-BD1, I-BDRC-D-5221-BD1, I-BDRC-D-5223-BD1, I-BDRC-D-5224-BD1, I-BDRC-D-5225-BD1, I-BDRC-D-5226-BD1, I-BDRC-D-5227-BD1, I-BDRC-D-5228-BD1, I-BDRC-

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Recorded at the request of:
ENLAW, LLC

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR BLACK
DESERT COMMUNITY**

As more particularly stated herein, this First Amendment to the Master Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for Black Desert Community (hereinafter "Amendment"), amends the following:

- (i) Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Black Desert Community recorded with the Washington County Recorder on 22 July 2022, as Document No. 20220036353; and
- (ii) any and all supplements or amendments to the Master Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "Master Declaration").

This Amendment is undertaken pursuant to Article 5, Section 5.11 of the Master Declaration which allows "for amendments unilaterally made by the Declarant." This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All Properties, as defined by the Master Declaration, shall be held, sold, and conveyed subject to the Master Declaration as amended by this Amendment.

All other terms of the Master Declaration and other governing documents that do not contradict the terms of this Amendment shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, this Amendment shall control.

Article 1, Section 1.7

The following adds Section 1.7 to Article 1 in the Master Declaration.

ARTICLE 1 OF THE MASTER DECLARATION IS AMENDED TO ADD SECTION 1.7 AS FOLLOWS:

1.7 Master Common Area. Master Common Area shall mean all real property

owned, leased, or exclusively maintained by the Master Community, including without limitation, private streets, walkways, streetscapes, and landscaping.

Article 2, Section 2.6

The following adds Section 2.6 to Article 2 in the Master Declaration.

ARTICLE 2 OF THE MASTER DECLARATION IS AMENDED TO ADD SECTION 2.6 AS FOLLOWS:

2.6 Responsibilities of the Master Community. Except as otherwise provided in this Master Declaration, including those obligations and responsibilities of a particular owner or a combination of owners, the Master Community shall be responsible for the improvement (excluding, however, the initial improvements, construction, and development of the Master Common Areas), maintenance, operation, management, cleaning, repair, replacement (as and when needed), and the insuring of improvements and utilities located within and under the Master Common Areas, including, but not limited to, certain surface improvements and underground utilities not otherwise provided or serviced by a utility provider. Following the initial improvements, construction, and development of the Master Common Areas, the Master Community, using funds received from Assessments, shall maintain and repair those improvements and utilities located within and under the Master Common Areas that the Master Community is responsible for in a good and clean condition and repair, with said maintenance and repair to include, without limitation, the following:

2.6.1 Maintaining, repairing, and resurfacing (as and when needed) those paved private roadways, streets, access roads, driveways, entrances and exits, and other surfaces meant for vehicular traffic within and apart of the Master Common Areas, to a level, smooth, and evenly covered condition with the type of surfacing material originally installed or such substitute as shall be equal or reasonably similar in quality, use, and durability; and restriping and repainting (as and when needed), to maintain clearly visible traffic control lines and parking spaces (if applicable);

2.6.2 Removing papers, debris, filth, and refuse from the Master Common Areas and causing the Master Common Areas to be swept, washed, and snow plowed (if and when needed) to the extent reasonably necessary to keep the Master Common Areas in a clean and orderly condition, unobstructed, and if and when applicable, free from ice and snow;

2.6.3 Placing, painting, maintaining, repairing, replacing, and repainting (as and when needed) any directional and traffic signs, informational signs, markers and lines, striping, and pedestrian crossings falling within and applicable to those Master Common Areas meant for vehicular, bicycle, and/or pedestrian traffic;

2.6.4 Operating, maintaining, repairing, and replacing (as and when needed) all streetlights, sidewalks, street lighting fixtures, street lighting electrical systems, street trees and landscaping, and the street trees and landscaping irrigation system and facilities falling within and applicable to Master Common Areas.

Article 2, Section 2.7

The following adds Section 2.7 to Article 2 in the Master Declaration.

ARTICLE 2 OF THE MASTER DECLARATION IS AMENDED TO ADD SECTION 2.7 AS FOLLOWS:

2.7 Access Easements to Master Common Areas. Subject to the provisions in this Master Declaration, the Master Community grants a perpetual, non-exclusive right-of-way and easement to each Sub-Association through, over, and across the Properties, including without limitation through, over, and across Weiskopf Way and Black Desert Drive from and to Snow Canyon Parkway. The Master Common Areas shall be subject to and burdened by this right-of-way and easement for the purpose of allowing vehicular and pedestrian ingress and egress through, over, and across Master Common Areas. The use of such right-of-way and easement shall be for the benefit of the Master Community, every Sub-Association, and each of the owners and the respective tenants, occupants, guests, and other invitees of the Master Community and each Sub-Association. The use of such right-of-way and easement shall be limited to general business, commercial, residential, and other permitted activities and purposes. Once constructed, the Master Common Areas may be modified, changed, or reconfigured in the discretion of the Master Community, so long as such modification, change, or reconfiguration is performed in accordance with all applicable laws and does not eliminate or substantially impair or adversely impact the right-of-way and easement created pursuant to this Section. The right-of-way and easement shall not benefit and may not be assigned or granted to or for the benefit of any third-parties or property outside of the Properties (excluding, however, any applicable additional property that may be annexed in accordance with Article VI of this Master Declaration).

Article 5, Section 5.11


The following amends, wholly replaces, and substitutes for Section 5.11 of Article 5 in the Master Declaration.

SECTION 5.11 OF THE MASTER DECLARATION IS AMENDED AS FOLLOWS (ADDITIONS IN ITALICS):

5.11 Amendment. Any amendment to this Master Declaration shall require the affirmation of at least 67% of all the voting interests, *except Declarant may unilaterally amend the Master Declaration so long as Declarant has the right to add Annexable Territory to the Master Declaration.* The Master Board shall cause to be delivered to the appointee of each Sub-Association a Notice of Members Meeting setting forth the purpose of the meeting and the substance of the amendment proposed. In such instrument an officer of the Master Community or member of the Master Board shall certify that the vote required by this Section for amendment has occurred, except for amendments unilaterally made by the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 20th day of December 2022.

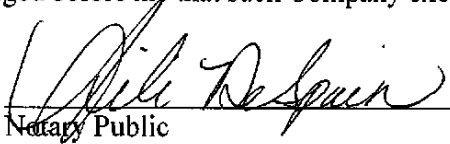
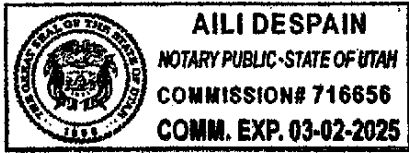
Declarant: ENLAW, LLC



ENLAW, LLC
By: RS18 Entrada Manager LLC
Its: Manager
By: Reef Private Equity LLC f/k/a Stillwater Equity Partners LLC
Its: Manager
By: J. Brett Boren, Manager of Reef Private Equity LLC f/k/a Stillwater Equity Partners LLC

STATE OF UTAH,)
 :ss.
County of Washington.)

On the 20 day of December, 2022, personally appeared before me J. Brett Boren, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn, did say that he is the Manager of Reef Private Equity LLC f/k/a Stillwater Equity Partners LLC, that as Manager of RS18 Entrada Manager LLC, that is the Manager of ENLAW, LLC, a Delaware limited liability company, and that he executed the foregoing Master Declaration on behalf of said Company being authorized and empowered to do so by the Master Bylaws of said Company or resolution of its managers, and he acknowledged before me that such Company executed the same for the uses and purposes stated therein.



Notary Public

a distance of 56.11 feet to a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South 14°10'07" East, a radial distance of 284.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of 17°48'28", a distance of 88.27 feet; Thence South 86°21'39" East, along said line, a distance of 54.43 feet to the beginning of a curve to the right having a radius of 23.00 feet and a central angle of 51°23'28"; thence Southeasterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the left having a radius of 39.50 feet and a central angle of 88°15'40"; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of 36°52'12"; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South 86°21'39" East, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 547.00 feet and a central angle of 44°40'30"; thence Easterly along the arc of said curve, and said line, a distance of 426.51 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of 87°36'10"; thence Easterly along the arc of said curve, a distance of 35.17 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence South 43°26'00" East, along said line, a distance of 142.56 feet to the Point of Beginning.

Containing: 12.55 acres, more or less.

Weiskopf Way and Black Desert Drive Road Dedication Boundary Description

Commencing at the East ¼ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North 01°14'46" East, along the Section line, a distance of 111.53 feet; Thence North 90°00'00" West, a distance of 706.28 feet, to the Point of Beginning, said point being on the Westerly right of way line of Weiskopf Way; Thence North 43°26'00" West, along said line, a distance of 142.56 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 87°36'10"; thence Westerly along the arc of said curve a distance of 35.17 feet a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a reverse curve to the right having a radius of 547.00 feet and a central angle of 44°40'30"; thence Westerly along the arc of said curve, and said right of way line, a distance of 426.51 feet; Thence North 86°21'39" West, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 36°52'12"; thence Westerly along the arc of said curve, and said line, a distance of 14.80 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of 88°15'40"; thence Westerly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet and a central angle of 51°23'28"; thence Northwesterly along the arc of said curve, and said line, a distance of 20.63 feet; Thence North 86°21'39" West, along said line, a distance of 54.43 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of 17°48'28"; thence Westerly along the arc of said curve, and said line, a distance of 88.27 feet; Thence North 14°12'32" West, a distance of 32.00 feet to a point on the Northerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South 14°10'22" East, a radial distance of 316.00 feet; thence Easterly along the arc of said curve, and said right of way line, through a central angle of 17°48'42", a distance of 98.24 feet;

Thence South 86°21'39" East, along said line, a distance of 54.43 feet, to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 51°23'28"; thence Easterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of 88°15'40"; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet and a central angle of 36°52'12"; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South 86°21'39" East, along said line, a distance of 101.38 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 90°00'00"; thence Northeasterly along the arc of said curve, and said line a distance of 36.13 feet; Thence South 89°08'20" East, along said line, a distance of 32.04 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South 86°21'39" East, a radial distance of 23.00 feet; thence Southeasterly along the arc of said curve, and said line, through a central angle of 94°39'31", a distance of 38.00 feet to the beginning of a compound curve to the left having a radius of 493.00 feet and a central angle of 39°30'22"; thence Easterly along the arc of said curve, and said line, a distance of 339.93 feet to the beginning of a compound curve to the left having a radius of 23.00 feet and a central angle of 92°54'28"; thence Northerly along the arc of said curve, a distance of 37.30 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North 43°26'00" West, along said line, a distance of 35.74 feet to the beginning of a curve to the right having a radius of 526.00 feet and a central angle of 32°02'16"; thence Northerly along the arc of said curve, and said right of way line a distance of 294.12 feet; thence North 11°23'44" West, a distance of 346.72 feet to the beginning of a curve to the right having a radius of 316.00 feet and a central angle of 57°30'31"; thence Northerly 317.17 feet along said curve; thence North 46°06'47" East, a distance of 37.70 feet to the beginning of a curve to the left having a radius of 32.00 feet and a central angle of 82°03'22"; thence Northerly 45.83 feet along said curve to a point on the Westerly right of way line of Snow Canyon Parkway; Thence South 43°53'13" East, a distance of 87.25 feet along said right of way line to the beginning of a non-tangent curve concave to the South, having a radius of 32.00 feet of which the radius point lies South 38°20'56" West; thence Westerly, a distance of 45.93 feet along said curve through a central angle of 82°14'09" and a chord bearing of South 87°13'51" West 42.09 feet to a point on the Southerly right of way line of said Weiskopf Way; thence South 46°06'47" West, a distance of 37.69 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of 57°30'31"; thence Southerly, a distance of 285.06 feet along said curve; thence South 11°23'44" East 346.72 feet to the beginning of a curve to the left having a radius of 494.00 feet and a central angle of 32°02'16"; thence Southeasterly, a distance of 276.23 feet along said curve; Thence South 43°26'00" East, along said line, a distance of 36.34 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 90°00'00"; thence Easterly along the arc of said curve a distance of 36.13 feet, to a point on the Northerly right of way line of said Black Desert Drive; Thence North 46°34'00" East, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 90°00'00"; thence Northerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence North 46°34'00" East, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North 46°34'00" East, a radial distance of 23.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of 90°00'00", a distance of 36.13 feet; Thence North 46°34'00" East, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 73.00 feet and a central angle of 34°17'07"; thence Northeasterly along the arc of said

curve, and said right of way line, a distance of 43.68 feet, to a point on the Westerly right of way line of Snow Canyon Parkway, said point being the beginning of a non-tangent curve to the left, of which the radius point lies North 67°19'01" East, a radial distance of 110.00 feet; thence Southeasterly along the arc of said curve, and said right of way line, through a central angle of 42°35'23", a distance of 81.77 feet to a point on the Southerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the left, of which the radius point lies South 08°25'24" East, a radial distance of 73.00 feet; thence Southwesterly along the arc of said curve, and said right of way line, through a central angle of 35°00'36", a distance of 44.61 feet; Thence South 46°34'00" West, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 90°00'00"; thence Southerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence South 46°34'00" West, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South 46°34'00" West, a radial distance of 23.00 feet; thence Westerly along the arc of said curve, and said line, through a central angle of 90°00'00", a distance of 36.13 feet; Thence South 46°34'00" West, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 90°00'00"; thence Southerly along the arc of said curve a distance of 36.13 feet, to a point on the Easterly Right of way line of said Weiskopf Way; Thence South 43°26'00" East, along said line, a distance of 142.06 feet to the beginning of a curve to the right having a radius of 516.00 feet and a central angle of 59°43'40"; thence Southerly along the arc of said curve, and said right of way line, a distance of 537.90 feet; Thence South 16°17'40" West, along said line, a distance of 187.76 feet; Thence North 73°42'20" West, a distance of 32.00 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North 16°17'40" East, along said right of way line, a distance of 187.76 feet to the beginning of a curve to the left having a radius of 484.00 feet and a central angle of 59°43'40"; thence Northerly along the arc of said curve and said right of way line, a distance of 504.54 feet to the Point of Beginning.

Containing: 3.12 acres, more or less.