

When Recorded, Return To:
 Jake Bracken
 Sand Hollow Development Group L.L.C.
 315 W. Hilton Drive, Ste. 3
 St. George, UT 84770

DOC # 20230001675

Amended Restrictive Covenants
 Gary Christensen Washington County Recorder Page 1 of 13
 01/19/2023 03:24:57 PM Fee \$ 40.00
 By SAND HOLLOW DEV GROUP LLC



Second Amended and Restated Sand Hollow Resort Homeowners Association Nightly Rental Rules and Policies (Amended and Restated November 1, 2022– the “Effective Date”)

1. PURPOSE AND INTENT:

The purpose of these Nightly Rental Rules and Policies is to promote the health, safety and general welfare of the residents of the Sand Hollow Resort (the “Resort”) by establishing zoning regulations and zoning standards for short term leases of residential properties within the Resort and all corresponding property (which is described on Exhibit A attached hereto) so as to ensure:

A. Protection of the environment of the Resort, including use compatibility among the various neighborhoods, existing residences and amenities and facilities;

B. Preserving the existing character and property values of the Resort by assuring appropriate uses;

C. Establishment of appropriate governance procedures to plan and oversee short term leases of residential properties to promote the interests and welfare of the Resort and to otherwise protect the name and reputation of the Resort by ensuring consistency in experience for those staying in any residential unit within the Resort (hereinafter a “Unit”) on a short-term basis; and

D. Promote peace and safety within neighborhoods of the Resort.

Capitalized terms not otherwise defined herein shall be as defined in the Master Declaration of Sand Hollow Resort.

2. APPLICABILITY AND AUTHORIZATION OF SHORT TERM RENTALS:

These Nightly Rental Rules and Policies apply to Short Term Rentals within the following neighborhoods of the Resort: The Vacation Villas and The Retreat (the “Authorized Short Term Rental Neighborhoods”). Short term rentals are prohibited in the Dunes neighborhoods.

"Short Term Rental" means the authorized occupancy of a residence by someone other than the owner within the Resort (by lease or otherwise) where the term of occupancy is for twenty nine (29) consecutive calendar days or less, for direct or indirect remuneration.

Short Term Rental of a residence is authorized subject to compliance with these Nightly Rental Rules and Policies within the Authorized Short Term Rental Neighborhoods. Short Term Rental of a residence is prohibited for any other neighborhood of the Resort. Any Owner offering a Unit or room for Short Term Rental within an Authorized Short Term Rental Neighborhood may have its privilege or authorization to engage in Short Term Rental revoked for violation of these Rules, as determined by the Master Association.

3. NIGHTLY RENTAL RULES SPECIFIC TO THE RETREAT

The provisions in this paragraph 3 apply *only* to the Retreat. The rules in this paragraph 3 (the "Retreat Rules") are in addition to and not in lieu of the compliance with all other provisions of these Rules.

3.1 Recitals and Intent

(a) For over ten years, Short Term Rentals have been authorized within the Retreat subdivision at Sand Hollow Resort.

(b) Experience with these Short Term Rentals has demonstrated that the Retreat is not properly equipped or designed to handle Short Term Rentals because of, among other things, the lack of adequate parking and amenities, and a general unit and building design meant for residential use as opposed to heavy transient, non-residential nightly rental use. This has resulted in, among other things, excessive traffic, an increased burden on the Sand Hollow Resort's patrol personnel and has caused general disharmony and annoyance to the Retreat's primary purpose as a residential area.

(c) As a result, Declarant adopts these Retreat Rules to govern Short Term Rentals within the Retreat with the goal of restricting and ultimately capping the number of Units that may be used as Short Term Rentals.

3.2 Rules and Regulations

(a) *Short Term Rental Cap.* Starting on November 1, 2022, the number of Units within the Retreat that may be used as Short Term Rentals shall not exceed 64 Units, 45% of the total number of Lots within the Retreat. Beginning January 1, 2024, the rental cap shall be reduced according to the following schedule:

Year	Rental Cap
2024	40%
2025	35%
2026	30%
2027	25%

(b) *Grandfathered Units.* Any Owner that meets any of the following requirements is considered grandfathered

(i) Owners currently under contract with an approved management company.

(ii) Owners under contract for sale with a closing date no later than December 1, 2022, **and** who contacted the HOA prior to November 1, 2022, **and** enter into contract with the management company immediately upon closing of the Unit.

(iii) Owners with Units under construction with an anticipated date of Certificate of Occupancy ("CO") and Final Approval from the ACC by November 30, 2022, **and** contacted the HOA prior to November 1, 2022, **and** immediately enter into contract with an approved management company upon obtaining CO and ACC final.

(c) However, if one of the following occurs, the Unit no longer has grandfathered status:

(i) the Owner occupies the Unit;

(ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or

(iii) the Unit ownership is transferred.

(iv) Failure to obtain the CO **and** ACC Final Approval will remove the homeowner from grandfathered status.

3.3 Owner Occupancy. For purposes of Section 3.2(c)(i) above, an Owner "occupies the Unit" when the Owner does not have the Unit available for use as a short-term rental in accordance with the applicable Sand Hollow Nightly Rental Rules, two consecutive weeks, or for an accumulated 90 days or more in a calendar year.

3.4 Transfers. For purposes of Section 3.2(c)(iii) above, Unit ownership is transferred when one or more of the following occur: (a) the conveyance, sale, or other transfer of a Lot by deed; (b) the granting of a life estate in the Lot; or (c) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 50% of the business entity's share, stock, membership interests, or partnership interests from what it is at the effective date.

3.5 Units that do not qualify for grandfathered status may not be used as Short-Term Rentals until the number of Short Term Rentals falls below the cap established in Section 3.2(a). A Unit Owner may be added to a waiting list by contacting retreat@sandhollowresorts.com at such time as their Unit is ready for nightly rentals and completing the application.

3.6 Administration of Short-Term Rental Cap.

(a) To administer to these Retreat Rules, the Master Association (or its authorized designee) will create a roster that includes the following information: a list of all Units in the Retreat; all Units currently used as authorized Short Term Rentals; the date any Unit ceases operation as an authorized Short Term Rental use; and the date any Owner requests to use their Unit as a Short Term Rental. The Master Association will maintain and update this information each month.

(b) Upon submission of a request and completed application, the Master Association will update the roster to reflect the date of the request. Once the number of Short Term Rentals falls below the cap established in Section 3.2(a), Owners submitting a request

for Short Term Rental status for their Unit will be considered on a "first come, first served basis" using the request dates logged in the roster. Notwithstanding the "first come, first serve" policy, Owners who have previously violated the Sand Hollow Nightly Rental Rules may be disqualified from using their Units as Short-Term Rentals or adding their name to the Roster.

3.7 *Applicability.* These Retreat Rules do not apply to general residential leasing and renting of Units within the Retreat for periods longer than 30 consecutive days.

4. REQUIRED PROCEDURES PRIOR TO OFFERING UNIT FOR SHORT-TERM RENTAL

Any Owner within an Authorized Short Term Rental Neighborhood, prior to offering a Unit or room for Short Term Rental, must first comply with the following:

A. Provide to the Master Association a copy of the Owner's business license required by Hurricane City Ordinance Section 3-10-11.

B. Provide to the Master Association a copy of the agreement between Owner and a property management company that the Sand Hollow Resort Master Owners Association (the "Master Association") has approved to manage Short-term Rentals "Approved Property Management Company."

C. Pass a fire inspection with the Hurricane Valley Fire Marshall.

D. Be properly insured for nightly rentals and hold a five hundred thousand dollars (\$500,000.00) liability policy.

5. RESORT FEES:

Each Owner shall charge and collect from the Short-term Rental tenant a facility use fee ("Resort Fee") in the amount of \$10 per night per bedroom such tenant occupies or has the right to occupy within the Owner's Unit (e.g., if the Owner's Unit has 3 bedrooms, then the Resort Fee will be \$30 per night). The Owner will immediately remit the Resort Fee to, or direct its tenant to pay the Resort Fee directly to, the Approved Short Term Rental Management Company who will then remit such Resort Fee as directed by the Association. The Owner must pay the Resort Fees directly to the Association if the Owner fails to collect such Resort Fee and deliver it to the Approved Short Term Rental Management Company. The foregoing Resort Fee is based on the estimated costs that may be incurred, including additional costs related to amenities and privileges made available by the Association (including discounts and privileges with respect to the Golf Course and related amenities) as well as the additional costs to the Association resulting from the Short-term Rental of such Lot, including the additional burden and costs for security, enforcement of Governing Documents, and cleaning and maintaining the Common Areas and amenities that may result from such Short-term Rentals. The Resort Fee is subject to change by the Board upon 30 days prior notice to the Owners.

6. LOCAL ON-SITE MANAGER REQUIRED:

Any Owner within an Authorized Short Term Rental Neighborhood who decides to rent their Unit as a Short-term Rental must designate and retain a local on-site property management company approved by the Master Association. To receive approval from the Master Association, the local property management company must:

A. Maintain an office located within the Resort that remains continuously open and staffed while guests are registered or present.

B. Be available twenty-four (24) hours per day to respond to Master Association, tenant and neighborhood questions or concerns.

C. Comply with all city and state regulations and ordinances, including but not limited to, business license, sales tax, transient room tax (or any other hospitality tax), rental application and any other compliance rules and regulations.

The Master Association Approved Short Term Rental Management Company is as of the date hereof:

Vacation Rentals at Sand Hollow Resort, LLC 5662 W Clubhouse Dr., Hurricane, Utah 84737 435.656.4653 (contact Adam Jaspersen)

Each Short Term Rental property shall have a clearly visible sign within the Unit containing the contact information for the Approved Short Term Rental Management Company, and the maximum occupancy of the Unit, and the day of garbage pick-up.

7. DISCLOSURE OF AVAILABLE ROOMS:

Each Owner offering a Unit or room for Short Term Rental shall disclose to the Master Association and Approved Short Term Rental Management Company the current number of rooms available and/or held out for public accommodation or, in the event the entire Unit is offered for Short Term Rental, the total number of people the Unit can safely accommodate. Any changes in the number of such available rooms or accommodation of guests must be reported within 72 hours to the Master Association and Approved Short Term Rental Management Company.

8. GUEST REGISTER:

Each Owner shall conduct all Short-Term Rental activity through the Approved Short Term Rental Management Company, and cooperate in a manner sufficient to allow the Approved Short Term Rental Management Company to maintain a register of all guests with the following information about each guest for which the Short Term Rental affords accommodations:

- Name and permanent address.
- Number of guests.
- Dates of arrival and departure.
- License plate number, state of licensure, make, type and color of all motor vehicles.
- Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering.

9. OCCUPANCY:

It shall be unlawful for any Short-Term Rental Unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate. Occupancy of the property will be the **lesser** of the following: (a) the maximum occupancy allowed by the Hurricane Valley Fire Marshal or (b) sixteen (16).

10. RESPONSIBILITY FOR GUESTS:

No Short-Term Rental Unit shall be rented or registered to any person under the age of eighteen (18) years. Each Owner offering a Unit or room for Short Term Rental is responsible for each guest and actions of said guest, including any violation by such guest of these Rules, the Master Declaration,

any applicable Neighborhood Declaration, or any corresponding rules and regulations of the Master Association or any applicable Neighborhood Association.

11. LENGTH OF STAY:

No Short-Term Rental Unit shall be occupied by a guest or tenant for more than twenty-nine (29) consecutive days.

12. SANITARY FACILITIES:

Each Owner offering a Unit or room for Short Term Rental shall comply with the following:

A. Ensure that the Short-Term Rental Unit complies with the minimum rules established by the Utah Department of Health (including rules regarding smoking).

B. Ensure that the Short-Term Rental Unit provides to the guest a minimum of the following.

A complete operable bathroom, including a flush toilet, sink, and bath or shower; a complete operable kitchen, including sink, fridge, oven, and stove.

For each guest, an adequate daily supply of at least the following sanitary supplies:

- Hot and cold running water
- Soap
- Clean Towels
- Toilet paper
- Clean linen

C. Ensure that the Short-Term Rental Unit is cleaned after the departure of each guest and before the arrival of any subsequent guest.

13. INSPECTIONS:

Each Owner offering a Unit or room for Short Term Rental shall comply (and ensure that such Owner's Unit complies) and cooperate with any fire, land use, code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice. An inspection of a rental property for compliance with these regulations can be performed with twenty-four (24) hour notice to the Owner or operator, if deemed necessary by the Master Association.

14. DUTY TO REPORT AND PROVIDE INFORMATION:

Each Owner offering a Unit or room for Short Term Rental shall report promptly to the Master Association any violations of the Master Declaration, a Neighborhood Declaration, or other Master Association rules or any violation of law which he or she has reason to believe was or is being committed on the premises.

Each Owner shall provide upon request of the Association, and each Owner shall also authorize and direct the management company to provide upon request of the Association, all information necessary for the Association to verify proper payment of Resort Fees and compliance with these Rules and with the Master Declaration and any applicable Neighborhood Declaration.

15. PARKING:

Required parking areas and access to parking areas shall be maintained and available for use at all times at each Unit. Vehicles shall not exceed the number of parking stalls available in the garage and driveway. Parking for this use shall be contained on the site, and must be in accordance with City ordinances, the Master Declaration, and Master Association rules and regulations.

16. NOISE:

Each Owner offering a Unit or room for Short Term Rental shall ensure that guests or occupants do not:

- Operate or use outdoor pools, hot tubs or spas between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.
- Create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
- Disturb the peace of surrounding residential property residents.
- Interfere with the privacy of or trespass onto surrounding residential properties.
- Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

A sign informing guests of all regulations shown above must be posted in a prominent location in the Unit or room offered for Short Term Rental.

17. COMPLIANCE WITH CITY ORDINANCES AND LICENSES AND STATE LAWS:

If and to the extent applicable, each Owner offering a Unit or room for Short Term Rental shall comply with Hurricane City Ordinance Section 3-10-11 (titled "Short Term Vacation Rental").

18. FINES AND PENTALTIES:

Rule Violation	Fine Amount
Offering or renting a Unit as a Short-Term Rental prior to compliance with requirements of Section 4 above:	For each occurrence, the lesser of \$1,200 per night or the total of all remuneration received for the rental.
Offering or renting a Unit as a Short-Term Rental prior to compliance with the requirements of Section 6 of the Nightly Rental Rules	For each occurrence, the lesser of \$1,200 per night or the total of all remuneration received for the rental
Failure to disclose the current number of rooms available and/or held out for public accommodation or, in the event the entire Unit is offered for Short Term Rental, the total number of people the Unit can safely accommodate	\$100 per occurrence
Failure to properly maintain guest register	\$100 if unintentional (intentional misrepresentation of number of guests \$1,000 fine)
Advertised Occupancy of Short-Term Rental Unit by greater number of persons than that which it is designed or furnished to accommodate.	\$250 per person over the number for which the Unit is designed or furnished to accommodate (e.g., if the Unit is designed or furnished to accommodate 6 people, and 10 people occupy the Unit, then the fine will be \$1,000).

Failure to comply with the minimum rules established by the Utah Department of Health (including rules regarding smoking).	\$250 per occurrence
Failure to provide the minimum sanitary facilities and items required by Section 12 subitem B above	\$250 per occurrence
Failure to insure the Short-Term Rental Unit is cleaned after the departure of a guest or before the arrival of any subsequent guest	\$250 per occurrence
Failure to provide or allow an inspection of a rental property for compliance with these regulations as required by Section 13 above	\$50 per day delay in permitted inspection
Parking violations	\$125 per vehicle per violation
Operate or use outdoor pools, hot tubs or spas after ten o'clock (10:00) P.M. and before six o'clock (6:00) A.M.	\$125 per person per violation
Noise violation - create noises that by reason of time, nature, intensity or duration are out of character with noises customarily heard in the surrounding residential neighborhood	\$125 per occurrence
Interfere with the privacy of or trespass onto surrounding residential properties	\$750 per occurrence
Disturb the peace of surrounding residential property residents	\$750 per occurrence
Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol	\$750 per occurrence

The Fine Schedule will remain in effect unless and until amended as provided in the Master Declaration.

- A. Interest and Late Fees. Fines not paid within 30 days of levy shall incur interest at the rate of 18% per annum and are subject to a late fee (not to exceed 10% of the fine) and are recoverable by the Association in the same manner as an assessment under Article 4 of the Master Declaration.
- B. Continuing Violations. After the Board assesses a fine against an Owner, the Board may, without further warning, assess an additional fine against the Owner each time the Owner (1) commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for violation of the same rule or provision; or (2) allows a violation to continue for 10 days or longer after the day on which the board assesses the fine.
- C. Revocation of Rental Privilege. In addition to assessing fines, the Board may revoke nightly rental privileges for any Owner deemed a serial offender of the Nightly Rental Rules. An Owner is a serial offender if (1) the aggregate fines assessed against the Owner for violating the Nightly Rental Rules during any 12-month consecutive period exceeds \$10,000.00, whether paid or unpaid; (2) the same violation occurs at the Owner's Unit more than three times in a 12-month consecutive period; or (3) other circumstances in which the nightly rental activities at the Owner's Unit create a nuisance to the community. The notice and procedures for assessing fines shall be followed for revoking nightly rental privileges. In addition to the foregoing, nightly rental privileges may be removed if an Owner becomes delinquent on any fees or assessments, or violates any HOA rules or regulations and does not cure the violation within sixty (60) days of notice. Once nightly rental privileges are revoked, the Board may put the public on notice of the revocation, including recording a Notice of Revocation of Nightly

Rental Privileges" against the Lot. The Board may also initiate litigation in the name of the Association to enforce the revocation.

- D. Hearing Request. If assessed a fine, an Owner may request an information hearing before the Board of Directors to dispute the fine. Any request for hearing must be made within 30 days after the day on which the Owner received notice that the fine was assessed.

19. PROCEDURE UPON REVOCATION OF PRIVILEGES

If an Owner's Short-Term rental privileges are revoked it shall be effective immediately and the rental management shall cease to make any further reservation for the Owner's Unit. If there are existing reservations for the Unit for a later date, the management company should make every effort to transfer the guests to another available and compliant Unit; however, if transferring the reservation is not possible, for whatever reason, and the reservation is within the next ninety (90) days, the management company has discretion to cancel the reservation or honor it. Any reservations beyond ninety (90) days must be cancelled.

20. FAILURE TO ENFORCE:

No provision contained in these Rules shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

21. EFFECTIVE DATE AND AUTHORITY:

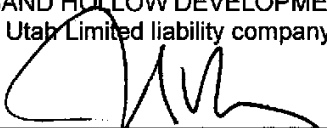
These Second Amended and Restated Nightly Rental Rules and Policies are adopted by the Declarant pursuant to its rulemaking authority found in Sections 2.8(c) and 12.5(d) of the First Amended and Restated Master Declaration of Sand Hollow Resort and are effective as of the Effective Date set forth above, and at that time amend and restate the prior Nightly Rental Rules and Policies. The Nightly Rental Rules and Policies may be further amended by the Declarant (during the Declarant Control Period) or Board pursuant to the rulemaking authority found in Sections 2.8 and 12.5(d) of the First Amended and Restated Master Declaration of Sand Hollow Resort.

Acknowledgement of Declarant:

IN WITNESS WHEREOF, the undersigned, as the Declarant herein, acknowledges that the foregoing Nightly Rental Rules and Policies were adopted by the Declarant as of the date set forth on the first page hereof.

DECLARANT:

SAND HOLLOW DEVELOPMENT GROUP L.L.C.
a Utah Limited liability company



By: Jacob Bracken
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 19 day of January, 2022, before me personally appeared Jacob Bracken whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of SAND HOLLOW DEVELOPMENT GROUP L.L.C., a Utah limited liability company (the "Company") and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.

Alexis Jones
NOTARY PUBLIC

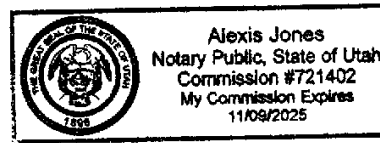


Exhibit A

PARCEL A: (H-DSHR- (1 TO 268))

All of Lots 1 to 268, THE DUNES AT SAND HOLLOW RESORT, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL B: (H-VAS-1- 1- (Unit #))

Units A1, B1, C1, D1, E2, F2, G2, H2, J3, and K3, Building #1, THE VILLAS AT SAND HOLLOW PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

PARCEL C: (H-VAS-1-2- (Unit #))

Units A1, B1, C1, D1, E2, F2, G2, H2, J3, and K3, Building #2, THE VILLAS AT SAND HOLLOW PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

PARCEL D: (H-VAS-2-3-(UNIT #))

Units 101 to 104, 201 to 204, and 301 to 304, Building # 3, THE VILLAS AT SAND HOLLOW PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

PARCEL E: (H-VAS-3-4-(UNIT #))

Units 101 to 106, 201 to 206, and 301 to 306, Building # 4, THE VILLAS AT SAND HOLLOW PHASE 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

TOGETHER WITH an Undivided Interest in the Common Areas as set forth in the Covenants, Conditions and Restrictions and on the Official Plat(s) thereof.

PARCEL F: (H-RASH-1-(LOT #))

Lots 101 to 125, THE RETREAT AT SAND HOLLOW RESORT - PHASE 1, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL G: (H-RASH-1A-126 & H-RASH-1A-127)

Lots 126 and 127, THE RETREAT AT SAND HOLLOW RESORT - PHASE 1A, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL H: (H-RASH-2-(LOT #))

LOTS 201 TO 249, THE RETREAT AT SAND HOLLOW RESORT - PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL I: (H-RASH-3-(LOT#))

LOTS 301 TO 348, THE RETREAT AT SAND HOLLOW RESORT - PHASE 3, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL J:

A parcel of land located in Sections 21, 22, 23, 26, 27 and 28, Township 42 South, Range 14 West, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at the Northwest Corner of said Section 23,
Thence North 89E43'49" East, 1,329.13 feet to the Northeast Corner of the Northwest 1/4 of the Northwest 1/4 of said Section 23;
Thence South 00E04'32" West, 2,641.78 feet along the 1/16 the line to the Southeast Corner of the Southwest 1/4 of the Northwest 1/4 of said Section 23;
Thence South 00E04'08" West, 2,640.83 feet along the 1/16th line to the Southeast Corner of the Southwest 1/4 of the Southwest 1/4 of said Section 23;
Thence South 00E08'45" East, 1,396.28 feet along the 1/16th line to a point of a 2,050.00 foot radius curve to the left, the radius point of which bears South 13E 39'19" West;
Thence Westerly, 374.85 feet along the arc of said curve through a central angle of 10E28'36";
Thence North 86E49'17" West, 859.00 feet to the point of a 1,750.00 foot radius curve to the right;
Thence Westerly, 553.62 feet along the arc of said curve through a central angle of 18E 07'33";
Thence North 68E41'44" West, 1,153.85 feet to the point of a 1,850.00 foot radius curve to the left;
Thence Westerly 644.09 feet along the arc of said curve through a central angle of 19E56'53";
Thence North 88E38'37" West, 2,109.01 feet to the point of a 1,750.00 foot radius curve to the right;
Thence Northwesterly 1,556.75 feet along the arc of said curve through a central angle of 50E58'07";
Thence North 37E40'30" West, 1,132.36 feet to the point of a 1,700.00 foot radius curve to the left;
Thence Northwesterly, 440.11 feet along the arc of said curve through a central angle of 14E49'59", to a point on the West line of the East 1/2 of the East 1/2 of said Section 21;
Thence North 00E05'31" West, 1,335.58 feet to the Northwest Corner of the Northeast 1/4 of the Southeast 11/4 of said Section 21;
Thence North 89E41'32" East, 780.03 feet along the 1/16th line;
Thence North 33E28'31" East, 973.48 feet to the point on the West line of said Section 22;
Thence North 00E05'51" West, 1,839.95 feet to the Northwest Corner of the Northwest 1/4 of the Northwest 1/4 of said Section 22;
Thence South 89E50'09" East, 2,642.31 feet to the North 1/4 corner of Said Section 22;
thence South 89E44'31" East, 2,645.15 feet to the Point of Beginning.

LESS AND EXCEPTING FROM PARCEL J ANY PORTION LYING WITHIN PARCELS A, B, C, D, E, F, G, H, AND I DESCRIBED ABOVE.

Tax Parcels included in Parcel J:

H-4205-D-3-A
H-4205-D-4
H-4205-D-6
H-4205-D-7
H-4205-D-8-A
H-4205-D-9
H-4205-H
H-4205-H-5
H-4206-H
H-4207-H
H-4208
H-4209
H-4209-H
H-4210
H-4211
H-4212
H-4213
H-4-2-22-220
H-4-2-23-330