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Gary Christensen Washington County Recorder
12/03/2021 02:21:11 PM Fee \$40.00 By MILLER
HARRISON LLCWhen Recorded Return To:Desert Color St. George, LLC
730 North 1500 West
Orem, Utah 84058

**SUPPLEMENTAL DECLARATION
TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, TERMS AND RESERVATIONS FOR
DESERT COLOR COMMUNITY**

(Desert Color Resort Phase 5)

This Supplemental Declaration to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Terms and Reservations for Desert Color Community ("**Supplemental Declaration**") is executed and adopted by Desert Color St. George, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

- A. This Supplemental Declaration shall supplement the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Terms and Reservations for Desert Color Community ("**Declaration**") recorded with the Washington County Recorder's Office on July 29, 2020 as Entry No. 20200039512.
- B. The initial Declaration of Covenants was recorded against the Subject Property at the time of its initial recording on December 20, 2018 as Entry No. 20180050210.
- C. Desert Color St. George, LLC is the Declarant as identified and set forth in the Declaration.
- D. Under the terms of the Declaration, Declarant reserved the unilateral right to add or define additional rights and use restrictions for portions of the Desert Color Community without the requirement of Owner vote or consent.
- E. Declarant desires to designate the Subject Property as part of the Resort Area and make it subject to the terms, covenants and restrictions as hereinafter provided for in this Supplemental Declaration.
- F. Capitalized terms shall have the same meaning as set forth in the Declaration.

TERMS AND RESTRICTIONS

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Resort Area Designation. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, improvements, and structures situated on or comprising a part of the above-described real property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the

"**Subject Property**") is part of the Resort Area and subject to this Supplemental Declaration.

2. **Resort Area Plat.** The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of this Supplemental Declaration, are more particularly set forth on the **DESERT COLOR RESORT PHASE 5** plat, which plat map is recorded in the office of the Washington County Recorder.

3. **Submission.** The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, this Supplemental Declaration, and all supplements and amendments thereto.

4. **Membership.** The Owner of each Lot or parcel within the Subject Property shall be a member of the Desert Color Community Master Association, Inc., ("Master Association") and shall be entitled to all benefits of such membership and shall be subject to the Declaration.

5. **Allocation of Regular Assessments.** Each Lot or Parcel within the Subject Property shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration and shall be liable for all Assessments levied by the Master Association as permitted under the Declaration.

6. **Resort Area.** The Subject Property is located within the Resort Area as defined in the Declaration. The Association is permitted to allocate any expenses specific to the Resort Area to each Lot or Parcel within the Resort Area as Specific Assessments.

7. **Neighborhoods.** In addition to the rights and obligations set forth in the Declaration and this Supplemental Declaration, the Lots and Parcels within the Subject Property may also be subject to additional rights and obligations as set forth in a Neighborhood Notice or Neighborhood Declaration. Neighborhoods may be established to govern or maintain facilities or amenities unique to the Neighborhood including, but not limited to, private streets, alleys, storm drainage improvements, structures, pools, parks, or any other private Parcels or Limited Common Areas exclusive to the Neighborhood.

8. **Maintenance Allocations.** Unless otherwise set forth in a Neighborhood Notice, Neighborhood Declaration, or additional Supplemental Declaration, the Lots and Parcels within the Subject Property shall be subject to the general maintenance allocations set forth in the Declaration for the Resort Area.

9. **Limited Common (Neighborhood).** All civic spaces, common areas, and private streets indicated on the plat maps under the Limited Common (Neighborhood) designation, including, but not limited to alleys, parking spaces in the private streets, and the appurtenant storm drain facilities within the Resort Area shall be owned by the Master Association, but the cost to maintain such facilities shall be borne only by the Resort Area Lots, Units, or Parcels.

10. **Limited Common (Residential).** All common areas, open spaces, and private streets indicated on the plat maps under the Limited Common (Residential) designation within the Resort Area shall be owned by the Master Association, and the cost to maintain such facilities shall be borne by all of the Lots, Units, or Parcels within the entire Desert Color Community.

11. **Secondary Water Service.** The secondary Irrigation water for the Resort Area is provided by St. George City. The main distribution lines to each Lot, Parcel or Common Area will be owned and maintained by the Master Association. Master meters will be located throughout the Resort Area. The collective water costs will be spread out over similar Lots, Parcels, and Unit Owners located in the Resort Area. Secondary water costs shall be allocated

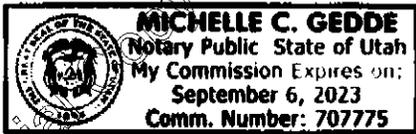
by taking the total cost of water and water system maintenance over similar Lots, Parcels, and Units and dividing this figure by the total number of similar completed Lots, Parcels, and Units in the Resort area. Such costs shall be assessed as a Specific Assessment. The Master Association shall have the authority and discretion to allocate secondary water costs to Lots, Parcels, and Units as it reasonably determines, in its sole discretion.

12. Common Area Ownership The Common Areas and Limited Common Areas in the Resort Area shall be owned by the Master Association, but the costs to maintain such areas may be allocated among Lots, Parcels, or Units through Regular Assessments, Neighborhood Assessments, Sub-Neighborhood Assessments, Resort Area Assessments, or Specific Assessments. The Master Association shall have the authority and discretion to allocate Common Area costs to Lots, Parcels, and Units in the Resort Area as it reasonably determines, in its sole discretion.

13. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the terms, provisions and limitations set forth in the Declaration.

14. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Washington County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 3 day of December, 2021.



DECLARANT
DESERT COLOR ST. GEORGE, LLC
A Utah Limited Liability Company

By: [Signature]

Name: Mitchell Dansie

Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF Washington)

On the 3 day of December, 2021, personally appeared before me Mitchell Dansie who by me being duly sworn, did say that she/he is an authorized representative of Desert Color St. George, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL PROPERTY
(Legal Description)

All of **DESERT COLOR RESORT PHASE 5**, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20210068545.

Parcel Numbers: SG-DCR-5-501 through SG-DCR-5-557
SG-DCR-5-CIVIC-1 through SG-DCR-5-CIVIC-7
SG-DCR-5-COMMON and SG-DCR-5-OPEN