

Restrictive Page 1 of 8
Russell Shirts Washington County Recorder
10/28/2020 02:55:02 PM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

When Recorded Return to:

Desert Color St. George, LLC
730 North 1500 West
Orem, Utah 84058

Parcel Nos.: See Exhibit A

NOTICE OF THE SHORES PHASE 2B, 2F & 2G NEIGHBORHOOD

This NOTICE OF THE SHORES PHASE 2B, 2F & 2G NEIGHBORHOOD ("**Neighborhood Notice**") is executed and adopted by Desert Color St. George, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Neighborhood Notice, and all information provided herein, is subject to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Terms and Reservations for Desert Color Community recorded with the Washington County Recorder's Office on July 29, 2020 as Entry No. 20200039512 ("**Declaration**").

B. The initial Declaration of Covenants was recorded against the Subject Property on December 20, 2018 as Entry No. 20180050210.

C. The real property subject to this Neighborhood Notice is identified on Exhibit A attached hereto.

D. Desert Color St. George, LLC is the Declarant as identified and set forth in the Declaration.

E. Under the terms of the Declaration, Declarant reserved the right to designate Neighborhoods within the Desert Color Community in order to allocate costs incurred for benefits or services provided to Lots within a Neighborhood that are not provided to all Lots in the Community.

F. Declarant desires to confirm that the Subject Property is subject to the terms, covenants and restrictions contained in the Declaration and to create "**The Shores Phase 2B, 2F & 2G Neighborhood**" as hereinafter provided for.

G. Unless otherwise defined herein, all capitalized terms shall have the meanings defined 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. **Submission.** 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 subject to the Declaration. 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 Neighborhood Notice, and all supplements and amendments thereto.

2. Neighborhood Creation. Declarant hereby confirms that all Lots, Residences, buildings, improvements, and structures situated on or comprising a part of the Subject Property shall hereinafter be considered "**The Shores Phase 2B, 2F & 2G Neighborhood**" ("**Neighborhood**"). The Neighborhood is established to govern and maintain facilities and/or amenities unique to the Neighborhood including, but not limited to, private streets, alleys, storm drainage improvements, structures, pools, parks, or any other Limited Common Areas exclusive to the Neighborhood. Declarant reserves the right to add additional Lots and Plats to the Neighborhood, including without limitation Phases 2F and 2G.

3. 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 and voting rights of such membership and shall be subject to the Declaration.

4. Allocation of Regular Assessments. Each Lot or Parcel within the Neighborhood shall be apportioned a share of the Common Expenses of the Master Association as set forth in the Declaration for Lots within the Residential Area and shall be liable for all Assessments levied by the Master Association as permitted under the Declaration.

5. Neighborhood Assessments. In addition to Regular Assessments, the Master Association is authorized to levy Neighborhood Assessments against all Lots within the Neighborhood to fund Neighborhood Expenses. Neighborhood Expenses are defined in the Declaration and shall include, but shall not be limited to, maintenance costs for any Neighborhood amenity, costs incurred for property insurance on attached dwellings, the costs for maintenance set forth in Section 7 below, shared common utilities of the Neighborhood, and any other actual or estimated expenses the Association incurs solely for the benefit of Owners within the Neighborhood including any reserves for capital repairs and replacements. Neighborhood Assessments shall be allocated in accordance with Exhibit B attached hereto. All amounts collected as Neighborhood Assessments shall be expended solely for the benefit of the Owners within The Shores Phase 2B, 2F & 2G Neighborhood.

6. Owner Maintenance. Each Owner shall have the obligation to maintain, replace, and repair the following parts of their Lot, Residence, and Limited Common Areas: driveways, porches, decks, foundations, windows, doors, interior structural elements of the Residence, utility lines that solely service the Residence, all other interior elements of the Residence, and all appurtenant electrical, plumbing, heating, ventilating, and air conditioning systems serving the Residence. The responsibility and cost to maintain, repair and replace party walls, or other shared facilities not maintained by the Master Association shall be borne pro rata by the Lot Owners benefited thereby. Each Owner shall be responsible for performing all cleaning and snow removal on the porches, sidewalks and driveways located on their Lot and/or the Limited Common Areas appurtenant to their Residence. If applicable, Owners shall be responsible to maintain, repair, and replace fences on the boundaries of their Lots or the Limited Common Areas serving their respective Lots. Fence maintenance costs shall be borne pro rata by all Owners bounded or benefitted thereby. In the event an Owner fails to provide unrestricted access to the landscaped area within an enclosed fence, the Association shall have no obligation to maintain, repair, or replace such areas while access is restricted, or to maintain, repair, or replace landscaping, irrigation systems, or any other unmaintained or damaged property arising out of or resulting from

the Owner's failure to provide unrestricted access.

7. Master Association Maintenance of Neighborhood. In addition to the Master Association's general maintenance responsibilities described in the Declaration, the Master Association shall maintain, repair, and replace the following items and areas that are specific to the Neighborhood: (i) the Limited Common Areas appurtenant to the Neighborhood as defined in the Declaration; (ii) all landscaping and related facilities of the Neighborhood Limited Common Areas; (iii) the exteriors of the townhome buildings including exterior wall siding and finishes, roofs, gutters, down spouts, soffits, and fascia; and (iv) any playground or other shared facilities that are for the exclusive use of the Neighborhood Owners. The Master Association shall have the sole discretion to determine Limited Common Area boundaries if such boundaries are found ambiguous. If the maintenance responsibility for any item or facility is not specifically identified in this Neighborhood Notice or the Declaration, then the Master Association may allocate the maintenance responsibility to Owners or itself, in its sole discretion, through a Board resolution or similar document. All costs incurred for the maintenance described in this Section shall be part of the Neighborhood Expenses.

8. Maintenance Neglect. The Master Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot or Residence for the purpose of maintaining and repairing such Lot or Residence if the Owner fails to perform its maintenance responsibilities in the sole discretion of the Master Association. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

9. Common Area Ownership. All Common Areas and Limited Common Areas within the Neighborhood shall be owned by the Master Association.

10. Scope of Changes. To the extent that the terms or provisions of this Neighborhood Notice conflict or are inconsistent with the terms and provisions of the Declaration, the terms and provisions of this Neighborhood Notice shall control. The Declarant hereby ratifies the terms of the Declaration, as amended by this Neighborhood Notice, and acknowledges that, except as herein modified, the Declaration shall remain in full force and effect in accordance with its terms.

11. Amendment. The information and requirements set forth in this Neighborhood Notice may be unilaterally amended by the Declarant, or altered pursuant to the rights and terms provided in the Declaration to the Declarant and/or Master Association.

12. 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.

13. Effective Date. This Neighborhood Notice shall take effect upon being recorded with the Washington County Recorder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Neighborhood Notice this day of 26, 2020.

DECLARANT
DESERT COLOR ST. GEORGE, LLC
a Utah limited liability company

By: [Signature]

Name: MITCHELL DANSIE

Title: MANAGER

STATE OF UTAH)
COUNTY OF Washington) ss.

On the 26th day of October, 2020, 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]

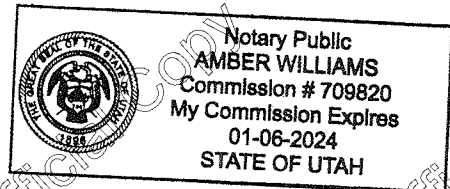


EXHIBIT A
SUBJECT PROPERTY
(Legal Description)

All of **DESERT COLOR RESORT PHASE 2B**, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20190054681

Parcel Numbers: SG-5-3-31-433-SLL

More particularly described as:

Beginning at a point which is South 01°14'25" West 404.87 feet along the West Section line and North 90°00'00" East 1238.01 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian and running thence North 41°34'08" East 25.47 feet; thence North 48°20'57" West 10.00 feet; thence North 29°41'17" West 106.09 feet; thence North 60°18'43" East 222.51 feet; thence North 31°05'21" East 14.34 feet; thence North 0°42'02" East 10.12 feet; thence North 29°41'17" West 24.74 feet; thence North 60°18'43" East 58.35 feet; thence North 29°41'17" West 399.13 feet, to a point on the arc of a tangent curve to the left having a radius of 127.50 feet; thence Northwestery 59.78 feet along the arc of said curve through a central angle of 26°51'52" to a point of tangency; thence North 56°33'09" West 244.00 feet; thence North 33°26'51" East 55.00 feet; thence South 56°33'09" East 244.00 feet, to a point on the arc of a tangent curve to the right having a radius of 182.50 feet; thence Southeasterly 85.57 feet along the arc of said curve through a central angle of 26°51'52" to the point of tangency; thence South 29°41'17" East 399.13 feet; thence North 60°18'43" East 72.08 feet to a point on the arc of a tangent curve to the left having a radius of 20.00 feet; thence Northeasterly 31.42 feet along the arc of said curve through a central angle of 90°00'00", to a point of non-tangency; thence North 60°18'43" East 20.00 feet; thence South 29°41'17" East 20.00 feet; thence North 60°18'43" East 11.39 feet; thence South 29°41'17" East 112.92 feet; thence North 60°18'43" East 243.09 feet; thence South 43°22'38" East 134.61 feet; thence South 34°29'50" East 27.53 feet; thence South 27°09'02" East 82.03 feet to the northerly boundary of Lagoon Parkway roadway dedication plat recorded on January 04, 2019 as Document No. 20190000314 in the office of the Washington County Recorder, in said County, State of Utah; thence along said roadway dedication for the following (5) courses; said point also being a point on the arc of a non-tangent curve to the left having a radius of 808.50 feet; thence Southwesterly 52.53 feet along the arc of said curve through a central angle of 3°43'20", the radial direction bears South 33°32'58" East, to a point on the arc of a compound curve to the left having a radius of 573.50 feet, thence Southwesterly 130.61 feet along the arc of said curve through a central angle of 13°02'55", the radial direction bears South 37°16'19" East, to a point of tangency; thence South 39°40'46" West 42.47 feet, to a point on the arc of a tangent curve to the left having a radius of 797.00 feet; thence Southwesterly 103.50 feet along the arc of said curve through a central angle of 07°26'26" to a point of tangency; thence South 29°03'28" West 88.46 feet; thence North 56°42'19" West 15.26 feet; thence North 48°17'19" West 99.43 feet, to a point on the arc of a tangent curve to the right having a radius of 635.50 feet; thence Northwestery 119.23 feet along the arc of said curve through a central angle of 10°45'00" to the point of tangency; thence North 34°32'35" West 65.73 feet; thence South 47°14'51" West 16.41 feet, to a point on the arc of a tangent curve to the left having a radius of 532.50 feet; thence Southwesterly 52.78 feet along the arc of said curve through a central angle of 5°40'43" to the point of tangency; thence South 41°34'08" West 213.54 feet; thence North 48°20'57" West 134.00 feet to the point of beginning.

West 1/2 of Section 25, T 43S R 16W, SLB&M

Contains 254,755 sq.ft. 5.85 acres

All of **DESERT COLOR RESORT PHASE 2F**, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200057860

Parcel Numbers: SG-5-3-31-433-SLL

More particularly described as:

Beginning at a point which is South 01°14'25" West 172.28 feet along the West Section line and North 90°00'00" East 1124.48 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian; running thence North 60°18'43" East 85.00 feet; thence South 29°41'17" East 4.54 feet; thence North 60°18'43" East 213.50 feet; thence South 29°41'17" East 87.00 feet; thence South 60°18'43" West 58.35 feet; thence South 29°41'17" East 24.74 feet; thence South 00°42'02" West 10.12 feet; thence South 31°05'21" West 14.34 feet; thence South 60°18'43" West 222.51 feet; thence North 29°41'17" West 132.00 feet, to the point of beginning.

West Half of Section 25, T 43S R 16W, SLB&M

Contains 35,970 sq.ft. 0.83 acres.

All of **DESERT COLOR RESORT PHASE 2G**, according to the official plat on file in the office of the Washington County Recorder as Entry No. 20200057862

Parcel Numbers: SG-5-3-31-433-SLL

More particularly described as:

Beginning at a point which is South 01°14'25" West 76.69 feet along the West Section line and North 90°00'00" East 1474.85 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West of the Salt Lake Base and Meridian; running thence North 29°41'17" West 95.09 feet; thence North 60°18'43" East 279.45 feet, to a point of non-tangency, said point also being on the arc of a curve to the right having a radius of 506.00 feet; thence Southeasterly 83.94 feet along the arc of said curve through a central angle of 9°30'18", the radial direction bears South 29°51'00" West, to the point of tangency; thence South 50°38'42" East 141.85 feet; thence South 60°18'43" West 243.09 feet; thence North 29°41'17" West 112.92 feet; thence South 60°18'43" West 11.39 feet; thence North 29°41'17" West 20.00 feet; thence South 60°18'43" West 20.00 feet, to a point of non-tangency, said point also being on the arc of a curve to the right having a radius of 20.00 feet; thence Southwesterly 31.42 feet along the arc of said curve through a central angle of 90°00'00", the radial direction bears South 60°18'43" West, to the point of tangency; thence South 60°18'43" West 72.08 feet, to the point of beginning.

West Half Section 25, T 43S R 16W, SLB&M

Contains 53,351 sq.ft. 1.22 acres.

**EXHIBIT B
ALLOCATION OF NEIGHBORHOOD ASSESSMENTS**

Phase	Lot #	Address	Square Footage	Neighborhood Expense Assessment %
2B	104	5401 S. Cerulean Ln.	2,603	1.7790%
2B	105	5403 S. Cerulean Ln.	2,116	1.4462%
2B	106	5405 S. Cerulean Ln.	2,116	1.4462%
2B	107	5407 S. Cerulean Ln.	2,557	1.7476%
2B	66	691 W. Akoya Pearl Rd.	2,557	1.7476%
2B	67	695 W. Akoya Pearl Rd.	2,116	1.4462%
2B	68	699 W. Akoya Pearl Rd.	2,557	1.7476%
2B	69	707 W. Akoya Pearl Rd.	2,557	1.7476%
2B	70	711 W. Akoya Pearl Rd.	2,116	1.4462%
2B	71	715 W. Akoya Pearl Rd.	2,557	1.7476%
2B	72	710 W. Akoya Pearl Rd.	1,703	1.1639%
2B	73	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	74	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	75	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	76	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	77	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	78	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	79	710 W. Akoya Pearl Rd.	1,703	1.1639%
2B	80	710 W. Akoya Pearl Rd.	1,703	1.1639%
2B	81	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	82	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	83	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	84	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	85	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	86	710 W. Akoya Pearl Rd.	1,696	1.1591%
2B	87	710 W. Akoya Pearl Rd.	1,703	1.1639%
2B	60	5423 Cornflower LN.	2,557	1.7476%
2B	61	5429 Cornflower LN.	2,116	1.4462%
2B	62	5433 Cornflower LN.	2,557	1.7476%
2B	63	5439 Cornflower LN.	2,557	1.7476%
2B	64	5443 Cornflower LN.	2,116	1.4462%
2B	65	5449 Cornflower LN.	2,557	1.7476%
2G	88	Cerulean Ln.	1,703	1.1639%
2G	89	Cerulean Ln.	1,696	1.1591%
2G	90	Cerulean Ln.	1,696	1.1591%
2G	91	Cerulean Ln.	1,696	1.1591%
2G	92	Cerulean Ln.	1,696	1.1591%
2G	93	Cerulean Ln.	1,696	1.1591%

2G	94	Cerulean Ln.	1,696	1.1591%
2G	95	Cerulean Ln.	1,703	1.1639%
2G	96	Cerulean Ln.	1,703	1.1639%
2G	97	Cerulean Ln.	1,696	1.1591%
2G	98	Cerulean Ln.	1,696	1.1591%
2G	99	Cerulean Ln.	1,696	1.1591%
2G	100	Cerulean Ln.	1,696	1.1591%
2G	101	Cerulean Ln.	1,696	1.1591%
2G	102	Cerulean Ln.	1,696	1.1591%
2G	103	Cerulean Ln.	1,703	1.1639%
2G	108	Cerulean Ln.	2,557	1.7476%
2G	109	Cerulean Ln.	2,116	1.4462%
2G	110	Cerulean Ln.	2,557	1.7476%
2G	54	Azul Ln.	2,557	1.7476%
2G	55	Azul Ln.	2,116	1.4462%
2G	56	Azul Ln.	2,557	1.7476%
2F	57	Azul Ln.	2,557	1.7476%
2F	58	Azul Ln.	2,116	1.4462%
2F	59	Azul Ln.	2,557	1.7476%
2F	33	Persian Ln. - Beach House	3,554	2.4290%
2F	34	Persian Ln. - Beach House	3,554	2.4290%
2F	35	Persian Ln. - Beach House	3,554	2.4290%
2F	36	Persian Ln. - Beach House	4,739	3.2389%
2F	37	Persian Ln. - Beach House	3,554	2.4290%
2F	38	Persian Ln. - Beach House	4,739	3.2389%
2F	39	Persian Ln. - Beach House	4,739	3.2389%
2F	40	Persian Ln. - Beach House	3,554	2.4290%
		Total Sq. Ft.	146,317	100.0%