

DOC # 20240014354

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Gary Christensen Washington County Recorder
05/09/2024 10:37:38 AM Fee \$ 40.00
By DESERT COLOR ST GEORGE LLC



When Recorded Return to:

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

NOTICE OF THE RESORT AREA TOWNHOMES NEIGHBORHOOD

(Atkinville Townhomes)

This NOTICE OF THE RESORT AREA TOWNHOMES 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**”), as amended.

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 (“**Subject Property**”) 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 create Neighborhoods within the Desert Color Community and to allocate costs incurred for benefits or services provided to the Lots assigned to each Neighborhood that are not provided to all Lots in the Community.

F. Declarant desires to create the “**Resort Area Townhomes Neighborhood**” and to confirm that the Subject Property shall be part of such Neighborhood pursuant to the terms 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. 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 part of the “**Resort Area Townhomes Neighborhood**” (“**Neighborhood**”). The Neighborhood has been established to govern and maintain facilities and/or amenities unique to the Neighborhood, or any other Limited Common Areas exclusive to the Neighborhood that are not maintained by Owners. Declarant reserves the right to add additional Lots and/or Plats to the Neighborhood.

2. Neighborhood Assessments. In addition to Regular Assessments allocated to as set forth in the Declaration for Lots within the Resort Area, the Master Association is authorized to levy Neighborhood Assessments to be allocated equally against all Lots within this Neighborhood to fund Neighborhood Expenses. Neighborhood Expenses are defined in the Declaration and shall include, but shall not be limited to, costs incurred for property insurance on attached dwellings, maintenance costs for Neighborhood specific amenities, the costs for maintenance set forth in Section 4 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. All amounts collected as Neighborhood Assessments shall be expended solely for the benefit of the Owners within the Resort Area Townhomes Neighborhood.

3. Owner Maintenance. Unless expressly assumed by the Master Association, each Owner shall have the obligation to maintain, replace, and repair all improvements of their Lot, Residence, and Limited Common Areas appurtenant to the Residence including, but not limited to: 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, the exteriors of the townhome buildings including exterior wall siding and finishes, roofs, gutters, down spouts, soffits, and fascia, 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, roofs 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.

4. Master Association Maintenance of Neighborhood. In addition to the Master Association’s general maintenance responsibilities described in the Declaration, and except as otherwise set forth in this Neighborhood Notice, the Master Association shall maintain, repair, and replace the following items and areas that are specific to the Neighborhood: (i) the Limited Common Areas and Common Areas appurtenant to the Neighborhood as defined in the Declaration and/or identified on the plats of the Neighborhood, including but not limited to all improvements and landscaping located thereon; (ii) any playground or other shared facilities that are for the exclusive use of the Neighborhood Owners; and (iii) all private lanes appurtenant to the Neighborhood and/or identified on the plats of the Neighborhood. 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.

5. 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.

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

7. 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.

8. 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.

9. 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.

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

* * * *

IN WITNESS WHEREOF, the Declarant has executed this Neighborhood Notice this day of April 29, 2024.



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 29 day of April, 2024, 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: Michelle Christine Gedde

EXHIBIT A
SUBJECT PROPERTY DESCRIPTION

All of **ATKINVILLE TOWNHOMES AT DESERT COLOR**, according to the official plat filed in the office of the Washington County Recorder on March 28, 2023, as Entry No. 20230008384.

Including Lots 101 through 144

Parcel Numbers: SG-ATDC-101 through SG-ATDC-144
SG-ATDC-CIVIC and SG-ATDC-COMMON