

DOC # 20230005451

Amended Restrictive Covenants
Gary Christensen Washington County Recorder
03/01/2023 09:38:02 AM Fee \$ 40.00
By PARADISE VILLAGE AT ZION OWNERS HOA

Page 1 of 17

WHEN RECORDED, MAIL TO:

Merrill Properties, LLC
c/o Brad Merrill
3800 N. Paradise Village Dr., Unit 53
Santa Clara, UT 84765

AMENDMENT NO. 7 TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND PROTECTIVE COVENANTS
FOR
PARADISE VILLAGE AT ZION

THIS AMENDMENT NO. 7 TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PROTECTIVE COVENANTS FOR PARADISE VILLAGE AT ZION (the "Amendment") is executed this 1st day of March, 2023, by Merrill Properties, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. Declarant caused to be recorded a Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of June 27, 2014, and recorded on July 2, 2014, in the official records of Washington County, Utah as document number 20140020242, as modified and/or supplemented by that certain (i) Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of March 23, 2016, and recorded on April 25, 2016, in the official records of Washington County, Utah as document number 20160014432, (ii) Amendment No. 2 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of June 20, 2016 and recorded on June 24, 2016, in the official records of Washington County, Utah as document number 20160022622, (iii) Supplement and Amendment No. 3 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of April 3, 2017 and recorded on April 6, 2017, in the official records of Washington County, Utah as document number 20170014119, (iv) Supplement and Amendment No. 4 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of August 24, 2017 and recorded on November 9, 2017, in the official records of Washington County, Utah as document number 20170045516, (v) Supplement and Amendment No. 5 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of January 23, 2018 and recorded on February 8, 2018, in the official records of Washington County, Utah as document number 20180005819, and by that certain Supplement and Amendment No. 6 to Declaration of Covenants, Conditions, Easements and Protective Covenants for Paradise Village at Zion dated as of February 3, 2020

and recorded on February 6, 2020, in the official records of Washington County, Utah as document number 20200006458 (collectively, the “**Declaration**”) concerning the real property located in Washington County, State of Utah, as more particularly described in Exhibit “A,” attached hereto and incorporated herein (the “**Property**”).

B. During the Period of Administrative Control, Declarant, acting without the consent or approval of the Association or any other Owner, shall have the right to amend the Declaration pursuant to Section 15.2 of the Declaration and to bring within the scheme of the Declaration additional land within the area defined as Additional Land within the Declaration.

C. The Period of Administrative Control is still in effect as of the date hereof and Declarant desires to amend the Declaration by providing that a reinvestment fee is payable upon the transfer of a Lot within the Development.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. Amendment to Definitions. The following is added as subsection 1.12 to the Declaration.

1.12 “Common Expense Reserve Fund” means a reserve fund established by the Association to cover the future costs to repair, restore, and replace the Areas of Common Responsibility.

The following is added as subsection 1.23 to the Declaration.

1.23 “Gross Sales Price” has the meaning ascribed to it in Subsection 12.17.

The following is added as subsection 1.44 to the Declaration.

1.44 “Reinvestment Fee” has the meaning ascribed to it in Subsection 12.17.

The definition of Resort Fee in Section 1.44 is modified as follows and renumbered to be Section 1.47.

1.47 “Resort Fee” means a fee charged by the Property Manager to Owners to cover the fees payable to a Resort Services Company, which fee may be a fixed amount charged per Unit, or a fixed amount per bedroom located within a Unit, or a percentage of the total rent/fee paid by Lessees to an Owner. If the Resort Fee is based on a percentage of the total rent/fee paid by Lessees to an Owner, the percentage is anticipated to be approximately two percent to four percent (2% - 4%) of the total rent/fee paid by Lessees. The total rent/fee paid by Lessees will be verified by the rental tax statements provided by the Owners to the city.

The definition of Resort Fee in Section 1.45 is modified as follows and renumbered to be Section 1.48.

1.48 **“Resort Services Company”** means a company retained by the Association or the Property Manager that inspects, cleans, operates, and manages Kids Cove and Paradise Falls and the amenities offered at the Community and may provide concierge and data research services to the Community and the Owners. In particular, it is contemplated that the Resort Services Company will provide on-site personnel at Kids Cove and Paradise Falls, will provide towel services, will clean the restrooms and areas within Kids Cove and Paradise Falls and may provide other services or amenities as agreed upon by the Association and the Resort Services Company.

The following is added as subsection 1.50 to the Declaration.

1.50 **“Townhome Expense Reserve Fund”** means a reserve fund established by the Association to cover the future costs incurred by the Association to repair, restore, and replace the exterior elements of the Townhomes that cannot reasonably be maintained, repaired or replaced by an Owner as set forth in Section 5.1.

2. **Modification of Numbering of Definitions.** The numbering of the definitions after Subsection 1.12 shall be increased by one to account for the addition of the definition of Common Expense Reserve Fund. The numbering of the definitions after Subsection 1.23 shall be increased by two to account for the addition of the definitions of Common Expense Reserve Fund and Gross Sales Price. The numbering of the definitions after Subsection 1.44 shall be increased by three to account for the addition of the definitions of Common Expense Reserve Fund, Gross Sales Price, and Reinvestment Fee. The numbering of the definitions after Subsection 1.50 shall be increased by four to account for the addition of the definitions of Common Expense Reserve Fund, Gross Sales Price, Reinvestment Fee, and Townhome Expense Reserve Fund.

3. **Modification of Section 5.1.** The first paragraph of Section 5.1 of the Declaration is hereby deleted in its entirety and replaced by the following:

5.1 Association’s Responsibility. The Association shall use a reasonable standard of care in providing for the maintenance, repair, and replacement of: (a) the Area of Common Responsibility, which shall include the following: (i) all landscaping and other flora, including, but not limited to lawns, shrubs, trees, irrigation systems, etc., (ii) all paved surfaces, including, but not limited to, any private streets or drives, sidewalks, walkways, driveways to Units, etc., (iii) fences or walls, (iv) any recreation equipment, and (v) landscaped medians within public rights-of-way throughout the Community (subject to the terms of any license agreements pertaining thereto); and (b) the following exterior elements of all Townhomes that cannot reasonably be maintained, repaired or replaced by an Owner: (1) exterior stucco caulk and paint, rain gutters and downspouts, and roof and roofing components, including roof tile, underlayment, solid decking, eaves, soffits, fascia, flashing, vent pipes, pipe flashings, gables, and eaves. The Association shall not have any obligation to maintain the exterior elements of any

Detached Home. The Association will maintain a Common Reserve Fund to cover the costs in (a) above and a Townhome Reserve Fund to cover the costs in (b) above. The Association shall inspect the roofs and appurtenant features of Townhomes at least every five (5) years for any needed maintenance and shall perform any needed maintenance in a timely fashion to prevent leaks and any possible water damage. Notwithstanding the above, in the event of any damage or destruction covered by property insurance maintained by the Association, the repair and restoration of the elements of a Townhome will be governed by the terms of Article VII. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, such as park strips, if the Board determines that such maintenance is necessary or desirable in its discretion.

4. Modification of Section 5.2.1. Section 5.2.1 of the Declaration is hereby deleted in its entirety and replaced by the following:

5.2.1 General. Each Owner will maintain the exterior and interior of its Unit in a good, attractive, clean, and sanitary condition, provided that Owners of Townhomes will not be required to maintain, repair, or replace the elements of a Townhome for which the Association is required to maintain, repair, or replace pursuant to the first paragraph of Section 5.1. Without limiting the foregoing, Owners of Townhomes will maintain, repair and replace the following: (a) all Exclusive Common Areas including concrete, (b) doorbells, (c) everything inside the wall from within the stucco, (d) exterior lighting fixtures and bulbs, (e) exterior electrical outlets, (f) exterior doors, door frames, and hardware, knobs, and locks, (g) garage doors, (h) patios, (i) patio decks, surface coats, railings and beams, (j) rock/stone facings, unit numbering, (k) utilities and HVAC and components thereof that exclusively service the Unit, (l) vents, (m) water spigots, and (n) windows. Each Owner will maintain, repair and replace any and any Patio Improvements and Exclusive Common Area Improvements, including, without limitation, swimming pools, hot tubs, and associated equipment and improvements. Each Owner of a Detached Home will maintain, repair and replace its Detached Home. An Owner may not repaint the exterior of its Unit (either a Townhome or a Detached Home) or any components thereof, such as railings, doors, or garage doors, without the prior approval of the Association. Specific paint color and material specifications are available upon request. Each Owner will comply with any and all applicable laws and shall not cause or permit any private or public nuisance on its Unit, such as excessive noise, odor, dust, vibration, or any other activity that would reasonably disturb other Owners and Occupants within the Community. It is represented and acknowledged that decks attached to Units may not be designed to handle heavy loads, such as spas and plants, and deck surfaces are not designed to have regular watering of plants, which will leak soil additives onto the deck and damage the deck. The Association reserves the right to establish and promulgate a maintenance manual regarding the maintenance of decks and other items. The Owner will comply with the requirements set forth in such maintenance manual

relating to items of Owner's responsibility. The Owner releases the Association, the Declarant, any architects, contractors and suppliers for any damage to the decks resulting from Owner's actions or failure to comply with the maintenance recommendations related to the Unit, any decks, and any other element of the Unit or the Residence. If an Owner fails to maintain, repair, or replace any exterior element of its Unit, any Patio Improvements, or any Exclusive Common Area Improvements for which it is obligated to maintain after receipt of written notice from the Association, the Association may maintain, repair and replace such element or improvement whereupon the Owner will reimburse the Association for the cost incurred through a Special Assessment.

5. Replacement of Section 11.1. Section 11.1 is hereby replaced in its entirety by the following:

11.1 Common Area/Exterior of Units. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Area of Common Responsibility and all Improvements thereon and the exterior elements of the Townhomes for which the Association is responsible pursuant to Section 5.1, and shall keep them in good, clean and attractive condition, order, and repair, pursuant to the terms and conditions of Section 5.1 hereof and consistent with the Community-Wide Standards, provided that the Association is not responsible for any Patio Improvements, Exclusive Common Area Improvements or any elements of a Townhome that is the responsibility of the Owner pursuant to Section 5.2.

6. Modification of Section 12.2. The second paragraph of Section 12.2 is hereby deleted in its entirety and replaced by the following:

The Base Assessments shall be allocated to all Units within the Community in a consistent and uniform manner. Generally, the Base Assessments will be allocated to all Units equally, provided that the Association may allocate Base Assessments related to the maintenance, repair, and replacement of the amenities provided in the Community (i.e., Kids Cove and Paradise Falls) based on the number of bedrooms located in Units within the Community. For example, the Association may charge a fixed amount (such as \$35.00) on a per bedroom basis to each Unit. Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessments determined pursuant to the above formula by taking into account:

- (a) other sources of funds available to the Association; and
- (b) assessments to be levied upon additional Units reasonably anticipated to become subject to assessment during the fiscal year.

In the event the Base Assessments paid by the Owner exceed the actual expenses for the Community to be covered by the Base Assessments, the excess amount will be deposited into the Common Expense Reserve Account.

7. Replacement of Section 12.5. Section 12.5 is hereby replaced in its entirety by the following:

12.5. Reserve Budget and Capital Contribution. The Board shall prepare a reserve analysis as required by the Act to determine (a) the need for a Common Expense Reserve Fund to accumulate money to cover the cost of repairing, replacing, and restoring the Area of Common Responsibility to the extent required by the Act (currently the improvements within the Area of Common responsibility that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years), but excluding any cost that can reasonably be funded from the Association's general budget or from other Association funds, (b) the need for a Townhome Expense Reserve Fund to the extent required by the Act (currently Common Area improvements that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years), but excluding any cost that can reasonably be funded from the Association's budget for Townhome Expenses, and (c) the appropriate amount of the Common Expense Reserve Fund and the Townhome Expense Reserve Fund. The Association shall review and, if necessary, update the reserve analyses as required by the Act. Based upon the reserve analyses, the Board shall establish a reserve budget for each of the Common Expense Reserve Fund and the Townhome Expense Reserve Fund. The Board will provide a copy of the reserve analyses and any update thereto to any Member requesting the same. The Board shall set the required capital contribution for each of the Common Expense Reserve Fund and the Townhome Expense Reserve Fund in an amount sufficient to permit meeting the projected needs of the Association for each category of expense, as shown on the budget, with respect both to amount and timing by annual Base Assessments and the Townhome Assessments over the period of the budget. The capital contribution required, if any, for each of the Common Expense Reserve Fund and the Townhome Expense Reserve Fund shall be fixed by the Board and included in any reserve fund line item in the annual budget prepared under Section 12.2 and distributed with the annual budget and notice of assessments. Neither the Common Expense Reserve Fund nor the Townhome Expense Reserve Fund shall be used for daily maintenance expenses, unless a majority of Owners vote to approve the use of such reserve funds for that purpose, or for any purpose other than the purpose for which the particular reserve fund was established. Notwithstanding the foregoing, the funds on the Capital Expense Reserve Fund will only be used for the maintenance, repair, restoration, or replacement of the Area of Common Responsibility, and the Townhome Expense Reserve Fund will only be used for the maintenance, repair, restoration, or replacement of the exterior elements of the Townhomes for which the Association is responsible pursuant to Section 5.1. The Common Expense Reserve Fund, the Townhome Expense Reserve Fund, and all other Association funds will be separately maintained in separate accounts and will not be co-mingled. The Board will prepare and submit the reserve analyses as required by the Act. The reserve funds may be invested in a prudent manner, subject to any investment constraints imposed by the Governing Documents. The above requirements do not apply to

an Association during the Period of Administrative Control. The annual budgeted amount for the Common Expense Reserve Fund will be included in the annual Base Assessments and paid by all of the Owners. The annual budgeted amount for the Townhome Expense Reserve Fund will be included in the annual Townhome Assessment and paid by the Owners of the Townhomes. The budget for the Common Expense Reserve Fund and the Townhome Expense Reserve Fund will be adjusted in light of the amount in each fund and based on the most current reserve analysis for each fund.

8. Replacement of Section 12.17. Section 12.17 is hereby replaced in its entirety by the following:

12.17 Resort Fee. The Association or the Property Manager shall have the right to retain a Resort Services Company to provide on-site concierge and cleaning services to Kids Cove and Paradise Falls and other services and amenities to the Community. The Association or the Property Manager will pay the Resort Services Company a commercially reasonable fee for the services provided. The Association may assess the Owners a Resort Fee to cover the fee paid to the Resort Services Company. In the event the Resort Fees collected during a year are inadequate to pay for the fees payable to the Resort Services Company in any given year, the Association will have the right to levy a Special Assessment against the Units or the Owners in an amount equal to the difference between the amount payable to the Resort Services Company and the total Resort Fees collected. If the Resort Fees collected in any year exceed the amount paid to the Resort Services Company, the surplus will be maintained in a reserve account to pay for future fees paid to the Resort Services Company. The Resort Fees maintained within a reserve account may not exceed a reasonable amount and will not exceed the total fees paid to a Resort Services Company in any calendar year. Any surplus Resort Fees that exceed a commercially reasonable reserve account will be refunded to the Owners in proportion to the Resort Fees paid by the Owners.

9. Addition of Section 12.19. The following is added as Subsection 12.19 to the Declaration:

12.19 Reinvestment Fee. Each purchaser of a Unit within the Community shall pay to the Association at closing a "***Reinvestment Fee***" immediately upon becoming the Owner of the Unit (i.e., at closing of the purchase) in such amount as is established from time to time by the Board, to reimburse the Master Association for costs incurred by the Association in connection with transfer of title to such new Owner and for the payment of other expenses and/or reserves, as the Board may determine in its sole and exclusive discretion. Currently, the Reinvestment Fee shall be one half percent (0.5%) of the Gross Sales Price of any Unit unless otherwise determined by the Board; provided, however, that in no event shall the Reinvestment Fee exceed the maximum percentage of the Gross Sales Price of any Unit that is allowed by applicable Law. The Board shall have

the right to collect and enforce the payment of the Reinvestment Fee in the same manner as enforcement and collection of delinquent Assessments and further described in this Declaration. In the event that the Reinvestment Fee is not paid at closing to the Association, then the Board shall have the right to impose a penalty against the new Owner of the Unit in an amount as determined by the Board from time to time in its sole discretion.

For purposes of this Section 12.19, "**Gross Sales Price**" shall mean, in the case of a transfer that is in all respects a bona fide sale, the greater of: the Gross Sales Price stated in the agreement for purchase and sale, (b) the Gross Sales Price stated on the settlement statement prepared by a third-party escrow or title agent, or (c) the total consideration given for the transfer (or the equivalent thereof which would have been received by the transferor had the transaction been an arms-length, third-party cash transaction, in the event the transfer is not an arms-length, third-party cash transaction) of the Unit subject to transfer. In case of a transfer that is a lease for a period of twenty (20) or more years or is otherwise not in all respects a bona fide sale, the Gross Sales Price of the Unit subject to transfer shall be the fair market value of the Unit as determined by the Board. A transferee may make written objection to the Board's determination of value for a non arms-length transfer within fifteen (15) days after the Board has given notice of such determination, in which event the Board shall obtain an appraisal, at the transferee's sole expense, from a certified real estate appraiser of good reputation, who is qualified to perform appraisals in Utah, who is familiar with Washington County and local area real estate values, and who shall be selected by the Board. The appraisal so obtained shall be binding on both the Board and the transferee. Notwithstanding any provision herein to the contrary, where a transferee does not object within the fifteen (15) day period established above, the transferee shall be deemed to have waived all right of objection concerning Gross Sales Price and the Master Association's determination of such shall be binding.

No such Reinvestment Fee shall be payable and a transfer shall not be deemed to have occurred with respect to (a) the creation of any Mortgage, (b) any foreclosure of a Mortgage, (c) the exercise of a power of sale available under a Mortgage, (d) the taking of a deed or assignment in lieu of a foreclosure by a Mortgagee, (e) the conveyance by a Mortgagee of a deed to a Unit to a grantee if such Mortgagee shall have obtained title to such Unit pursuant to subclause (b), (c) or (d) above, or (f) any other closely held entity solely for estate planning purposes. For purposes of this Section 12.19, a "**transfer**" shall mean, whether in one transaction or in a series of related transactions, any sale, conveyance, assignment, lease, or other transfer of any beneficial ownership of or interest in any Unit, including, but not limited to, (i) the conveyance of fee simple title to any Unit, (ii) the transfer of any ownership interest in any timeshare or fractional ownership interest or vacation club interest, (iii) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly owns one or more Units, and (iv) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any

partnership, limited liability company, joint venture or other entity, which, directly or indirectly, owns one or more Units. The Board shall have the right to determine in their respective sole and exclusive judgment whether or not a “transfer” has occurred for the purposes of levying a Reinvestment Fee.

The Association may use the Reinvestment Fee for the purposes authorized by applicable law, which purposes include the following: (a) common planning, facilities and infrastructure, (b) obligations arising from an environmental covenant, (c) Community programming, (d) resort facilities, (e) open space, (f) recreation amenities, (g) charitable purposes, or (h) Association expenses. As used herein, Association expenses include the costs associated with (1) the administration of the Association; (2) the purchase, ownership, leasing, construction, operation, use, administration, maintenance, improvement, repair or replacement of Association facilities, including expenses for taxes, insurance, operating reserves, capital reserves, and emergency funds; (3) providing, establishing, creating, or managing a facility, activity, service, or program for the benefit of the property owners, tenants, Common Area, and/or the property owned by the Association; and (4) other facilities, activities, services, or programs that are required by the Governing Documents. The Association facilities include any real property, improvements on real property, or personal property owned, leased, constructed, developed, managed, or used by the Association, including the Common Area. The Reinvestment Fee may not be used for any use prohibited by applicable law.

A separate notice of the Reinvestment Fee required by this Section 12.19 has been or shall be Recorded.

10. Modification of Section 15.17.2. The first sentence of Section 12.17.2 is hereby replaced in its entirety by the following:

15.17.2 Non-Liability of Officials. To the fullest extent permitted by law, none of the following Persons (the “*Released Persons*”) shall be liable to any Member, Owner, Lessee, Occupant, the Association or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which the following Persons reasonably believed to be within the scope of their representative duties: (i) every director and officer of the Association, (ii) every member of the DRC, or other committees of the Association, (iii) Declarant and the Declarant Related Parties, (iv) all employees of the Association, and (v) the property manager retained by the Association and its employees.

11. Miscellaneous. The recitals are hereby incorporated into this Amendment. Any defined terms used herein that are not defined herein shall have the meaning ascribed to them in the Declaration. Except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect and are incorporated herein as amended hereby.

Declarant hereby reaffirms the Declaration, as previously amended and amended by this Amendment.


IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first above written.

MERRILL PROPERTIES, LLC,
a Utah limited liability company

By: 
Brad E. Merrill, Manager

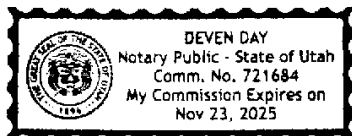
ACKNOWLEDGED AND AGREED TO:

PARADISE VILLAGE AT ZION
OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
John Huber, President

STATE OF UTAH)
) ss.
County of Washington)

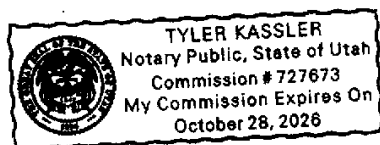
On the 1 day of March, 2023, before me Deven Day, a
notary public, personally appeared Brad E. Merrill, proved to me on the basis of satisfactory
evidence, to be the person who executed the within instrument on behalf of Merrill Properties,
LLC, a Utah limited liability company, and who acknowledged to me that said entity executed it.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
) ss.
County of Washington)

On the 23 day of February, 2023, before me Tyler Kessler, a
notary public, personally appeared John Huber, proved on the basis of satisfactory evidence to be
the person whose name is subscribed to in this document, and acknowledged that he executed the
same as President of the Paradise Village at Zion Owners Association, Inc., a Utah nonprofit
corporation.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

(Legal Description of Property)

Beginning at a point on the southerly line of North Town Road, said point being North 89°26'54" East 1,324.41 feet along the section line and South 00°42'28" West 31.33 feet from the North Quarter Corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence northeasterly the following (3) courses along said North Town Road;
thence northeasterly 135.65 feet along an arc of a 390.00 foot radius curve to the left (center bears North 12°39'31" West, long chord bears North 67°22'38" East 134.97 feet with a central angle of 19°55'42");
thence North 57°24'47" East 292.91 feet;
thence easterly 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 32°35'13" East, long chord bears South 77°35'25" East 35.35 feet with a central angle of 89°59'36") to the westerly line of Rachel Drive;
thence southeasterly the following (5) courses along said easterly line of Rachel Drive;
thence South 32°35'37" East 205.00 feet;
thence southeasterly 337.53 feet along an arc of a 390.00 foot radius curve to the left (center bears North 57°24'23" East, long chord bears South 57°23'14" East 327.09 feet with a central angle of 49°35'14");
thence South 82°10'51" East 268.54 feet;
thence southeasterly 376.07 feet along an arc of a 260.00 foot radius curve to the right (center bears South 07°49'09" West, long chord bears South 40°44'39" East 344.13 feet with a central angle of 82°52'25");
thence South 00°41'33" West 181.51 feet to the south line of Lot 6, Block 29, St. George and Santa Clara Bench Irrigation Company Survey;
thence South 89°37'38" West 1,263.42 feet along the southerly line of Lots 6 and 5 to the southwest corner of Lot 5, Block 29, St. George and Santa Clara Bench Irrigation Company Survey;
thence North 89°17'32" West 24.75 feet;
thence North 00°42'28" East 633.65 feet to the Point of Beginning.

Containing 741,910 square feet or 17.03 acres.

AND THE FOLLOWING:

Beginning at a point on the southerly line of North Town Road, said point being North 89°26'54" East 911.74 feet along the section line and South 40.00 feet from the North Quarter Corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running:

thence easterly along the following (2) courses along said southerly line of North Town Road;

thence North 89°26'54" East 330.56 feet;
thence easterly 82.41 feet along an arc of a 390.00 foot radius curve to the left (center bears North 00°33'06" West, long chord bears North 83°23'42" East 82.26 feet with a central angle of 12°06'24") to the northwest corner of Paradise Village at Zion Phase 2;
thence South 00°42'28" West 691.39 feet along and beyond said west line of Paradise Village at Zion Phase 2;
thence South 89°37'34" West 24.75 feet;
thence North 64°40'33" West 89.47 feet;
thence North 26°48'29" West 6.13 feet to the southerly line of Lot 6 Block 30, of the ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY;
thence South 89°37'34" West 553.69 feet to and along the southerly line of Lot 6 Block 30, of the ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY to the southwest corner of said Lot 6, said point also being the easterly line of Tuscany at Cliffrose Phase 2;
thence North 00°44'49" East 182.38 feet along the westerly line of said Lot 6 and said line being the easterly line of said Tuscany at Cliffrose Phase 2 to the southerly line of Hamblin Parkway;
thence Northerly 188.25 feet along an arc of a 706.00 foot radius curve to the left (center bears North 67°33'30" West, long chord bears North 14°48'11" East 187.69 feet with a central angle of 15°16'38") along the southwesterly line of Hamblin Parkway to the southwest corner of Snow Canyon KH Subdivision;
thence easterly and northerly the following (3) courses along said Snow Canyon KH Subdivision;
thence South 51°46'51" East 42.78 feet;
thence North 89°26'48" East 170.51 feet;
thence North 00°44'45" East 299.75 feet to the Point of Beginning.

Containing 347.327 square feet on 7.97 acres.

Also described as follows:

PARCEL 1: SC-6-2-8-11031

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF NORTH TOWN ROAD, SAID POINT BEING NORTH 89°26'54" EAST 1,324.41 FEET ALONG THE SECTION LINE AND SOUTH 00°42'28" WEST 31.33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTHEASTERLY THE FOLLOWING (3) COURSES ALONG SAID NORTH TOWN ROAD; THENCE NORTHEASTERLY 135.65 FEET ALONG AN ARC OF A 390.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 12°39'31" WEST, LONG CHORD BEARS NORTH 67°22'38" EAST 134.97 FEET WITH A CENTRAL ANGLE OF 19°55'42"); THENCE NORTH 57°24'47" EAST 292.91 FEET; THENCE EASTERLY 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 32°35'13" EAST, LONG CHORD BEARS SOUTH 77°35'25" EAST 35.35 FEET WITH A CENTRAL ANGLE OF 89°59'36") TO THE WESTERLY LINE OF RACHEL DRIVE; THENCE SOUTHEASTERLY THE FOLLOWING (5) COURSES ALONG SAID EASTERLY LINE OF RACHEL DRIVE;

THENCE SOUTH 32°35'37" EAST 205.00 FEET; THENCE SOUTHEASTERLY 337.53 FEET ALONG AN ARC OF A 390.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 57°24'23" EAST, LONG CHORD BEARS SOUTH 57°23'14" EAST 327.09 FEET WITH A CENTRAL ANGLE OF 49°35'14"); THENCE SOUTH 82°10'51" EAST 268.54 FEET; THENCE SOUTHEASTERLY 376.07 FEET ALONG AN ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 07°49'09" WEST, LONG CHORD BEARS SOUTH 40°44'39" EAST 344.13 FEET WITH A CENTRAL ANGLE OF 82°52'25"); THENCE SOUTH 00°41'33" WEST 181.51 FEET TO THE SOUTH LINE OF LOT 6, BLOCK 29, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY; THENCE SOUTH 89°37'38" WEST 1,263.42 FEET ALONG THE SOUTHERLY LINE OF LOTS 6 AND 5 TO THE SOUTHWEST CORNER OF LOT 5 BLOCK 29, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY; THENCE NORTH 89°17'32" WEST 24.75 FEET; THENCE NORTH 00°42'28" EAST 633.65 FEET TO THE POINT OF BEGINNING.

LESS LAND IN PARADISE VILLAGE AT ZION PHASE 1 AMENDED
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 2 AMENDED
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 3 AMENDED
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 4
LESS LAND IN PARADISE VILLAGE AT ZION PHASE 5

SITUATE IN WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 2: (SC-PVZ-1-1,2,3,4,5,6,7,37,38,39,40,41,42,43)
ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 37, 38, 39, 40, 41, 42 AND 43, PARADISE VILLAGE AT ZION PHASE 1, AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 3 (SC-PVZ-2-51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 65, 67, 69, 70)
ALL OF LOTS 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 65, 67, 69, 70, PARADISE VILLAGE AT ZION PHASE 2, AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH, AS AMENDED BY THE PARADISE VILLAGE AT ZION, PHASE 2, 2ND AMENDED PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 4: (SC-PVZ-3-22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,44,45,46,47,48,49,50)
ALL OF LOTS 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44, 45, 46, 47, 48, 49 AND 50, PARADISE VILLAGE AT ZION PHASE 3, AMENDED ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

PARCEL 5: (SC-PVZ-4-8,9,10,11,12,13,14,15,16,17,18,19,20,21)
ALL OF LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, PARADISE VILLAGE AT ZION PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

**PARCEL 6: (SC-PVZ-5-71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87,89)
ALL OF LOTS 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 89 PARADISE
VILLAGE AT ZION PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON
FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY STATE OF
UTAH.**

**PARCEL 7: (SC-PVZ-6-90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106,
107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121) ALL OF LOTS 90,
91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111,
112, 113, 114, 115, 116, 117, 118, 119, 120, 121 PARADISE VILLAGE AT ZION PHASE 6,
AMENDED ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE
OF THE RECORDER OF WASHINGTON COUNTY STATE OF UTAH.**

**LESS AND EXCEPT ANY PORTION OF THE FOREGOING THAT IS LOCATED WITHIN
THE FOLLOWING DESCRIBED PROPERTY:**



Exhibit "A"

Beginning at a point being North 00°44'49" East 74.40 feet from the southwest corner of Paradise Village at Zion Phase 6 Amended as found on file at the Washington County, Utah Recorder's Office, and running;

thence North 54°04'59" West 46.90 feet to the southeasterly line of Hamblin Parkway;
thence Northeasterly 146.15 feet along an arc of a 706.00 feet radius curve to the left (center bears North 60°16'58" West, long chord bears North 23°47'13" East 145.89 feet with a central angle of 11°51'39") along the southeasterly line of said Hamblin Parkway;
thence South 67°43'34" East 51.92 feet;
thence South 22°16'26" West 5.34 feet to the northerly line of Lot 107, said Paradise Village at Zion Phase 6 Amended;
thence following along said Lot 107 the following (3) courses;
thence South 67°39'15" East 44.26 feet;
thence South 22°20'45" West 50.00 feet;
thence North 67°39'15" West 45.03 feet;
thence South 22°20'45" West 17.32 feet;
thence South 70°08'36" West 11.88 feet;
thence South 47°00'09" West 5.06 feet;
thence South 27°33'43" West 27.47 feet;
thence South 30°42'53" West 24.87 feet to the westerly line of said Paradise Village at Zion Phase 6 Amended;
thence South 00°44'49" West 21.20 feet along said westerly line to the Point of Beginning.

Containing 8,923 square feet or 0.21 acres.



January 8, 2018