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DOC # 2020046438

Amended Restrictive Covenants  
Russell Shirts Washington County Recorder  
08/26/2020 12:48:10 PM Fee \$ 40.00  
By ENCE HOMES

Page 1 of 3

When recorded return to:  
Corinne Schmalz, c/o Ence Homes  
619 South Bluff St., Tower 2  
St. George, UT 84770



**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SENTIERI CANYON AT DIVARIO SUBDIVISION**

FACTION, LLC, a Utah limited liability company (hereinafter "Declarant") hereby amends the following portions of the Declaration of Covenants, Conditions and Restrictions for Sentieri Canyon at Divario Subdivision (hereinafter "Declaration") as set forth herein, pursuant to its authority under Article 7 of said Declaration, which Declaration was recorded on the 22<sup>nd</sup> day of October, 2019, as DOC No. 20190043856 in the records of the Washington County Recorder, and affecting the real property located in Washington County, Utah, more particularly described as recorded phase of Sentieri Canyon at Divario Subdivision, as follows:

Phase 1 Lots: per the Official Plat of Sentieri Canyon at Divario – Amended & Extended, said Lots being:

SG-SCD-1 through SG-SCD-51, inclusive; and

All future Phases, including the Lots thereof, as annexed or expanded to Sentieri Canyon at Divario – Amended & Extended Subdivision, in accordance with the provisions of the Declaration thereof, as cited.

The Declarant, hereby amends and modifies the Declaration, as follows:

The language of Article 3, Section 3.4(r)(4) shall be deleted, which Section language currently reads, as follows:

“(4) Only masonry block walls, of a color and type as approved by the ACC, shall be permitted on the perimeter of the Lot (Side-Walls and Rear-Walls). Rear Walls must be completed prior to the issuance of a Certificate of Occupancy by the City. Wood fencing shall not be permitted. Chain link or other metal fencing shall not be allowed, except as such is a part of a gating system (see 5), as approved by the ACC.”

Said language, as above quoted, shall be replaced in Section 3.4(r)(4) with language which shall read, as follows:

“(4) Wrought iron fencing and/or masonry block walls may be used for most Rear Walls as permitted by the ACC. Rear Walls must be completed prior to the issuance of a Certificate of Occupancy by the City. Only masonry block walls, of a color and type as approved by the ACC, shall be permitted as Side Walls. Wrought iron and wood fencing shall not be permitted as Side Walls. Chain link or other metal fencing shall not be allowed, except as such is a part of a gating system (see 5), as approved by the ACC.”

The language of Article 3, Section 3.4(aa) shall be deleted, which Section language currently reads, as follows:

“(aa) Landscaping. Front and side-yard landscaping (side-yard shall extend from the front foundation line to the rear foundation line of the Home) shall be installed by Declarant, or its agent, as part of the initial construction of the Home on a Lot. Not less than 20% of the front-yard area shall be sod. The cost of said landscaping shall be the sole responsibility of the “to-be Owner” of the Lot/Home. Such landscaping shall be completed prior to the date of a City-issued Certificate of Occupancy (“CO”) or occupancy of a Home on a Lot, whichever first occurs.

Within six (6) months after receipt of a Certificate of Occupancy or the Settlement/Closing on a Home, the Owner must have substantially completed the landscaping of the rear portion of the Lot as approved by the ACC. The rear portion of Lots 15, 16, 19, 20, 23, 24, 41, 44, 45, 49 and 50 includes the strip of property located in the rock retaining walls below the wrought iron fence and installation of the landscape for this area shall be the responsibility of the Owner of the Lot. All rear-yard landscaping shall be done appropriately, in keeping with standards reflected in the front and side-yard landscaping. Features of rear-yard landscaping may include, among others, xeriscaping to facilitate water conservation, lawn areas or accents, trees, shrubs, and planting beds. All rear-yard landscaping must include a clock-controlled automatic irrigation system; access to such clock shall be located on the exterior of the Home, to facilitate access by the Association during maintenance or emergencies and/or the absence of the Owner. All rear-yard landscaping shall be maintained by each Lot Owner at a reasonable standard compatible with front and side-yard maintenance by the Association, and with other Homes in the Property with the exceptions outlined in Section 2.3 regarding the maintenance of the strip of landscape located in the rock retaining walls. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets, in accordance with local ordinances. All landscaping installed by any party other than Declarant must be approved by the ACC. In the event a Lot Owner delays the installation of rear-yard landscaping beyond the time the Declarant has landscaped the front and side yard areas, and in the event the Owner's own physical labor or Owner's contractor damages the front or side yard landscaping while completing the rear-yard landscaping, the Lot Owner, at his/her own expense, shall restore the front and/or yard landscaping to its original condition.

Failure by the Lot Owner to complete rear-yard landscaping as provided in this Section may result in the following action. The Association shall notify the Lot Owner that a violation has occurred. This notification shall be in writing and delivered to the Owner by certified mail. The Association may levy a Five Hundred Dollar (\$500.00) fine against a Lot Owner so-notified of violation of this provision. The fine shall be deemed a Single Lot Assessment and shall be a charge against the Owner and shall be a lien on the Lot as provided herein. The Lot Owner shall have 45-days from the date of receipt of Notification to complete the rear-yard landscaping of the Lot. Failure by the Lot Owner to complete the rear-yard landscaping within the allotted 45-days shall result in an additional One Hundred Dollar (\$100.00) fine, to be levied each and every month until the landscaping is complete. Said fine or fines, as levied, shall be a charge against the Owner and shall be a continuing lien on the Owner's Lot as provided herein.

Notwithstanding the above provisions, the ACC may extend the time frame an Owner has in which to complete the rear-yard landscaping of a Lot, and any such extension will be determined on a case-by-case basis.

The Association shall maintain the front landscaping, the side-yard landscaping extending from the front foundation line of the Home to the rear foundation line, OR TO ANY WALL, BARRIER OR GATE in the side-yard, and the strips of landscape located in the rock retaining walls."

Said language, as above-quoted, shall be replaced in Section 3.4(aa) with language which shall read, as follows:

"(aa) Landscaping. Front and side-yard landscaping (side-yard shall extend from the front foundation line to the rear foundation line of the Home) shall be installed by Declarant, or its agent, as part of the initial construction of the Home on a Lot. Not less than 20% of the front-yard area shall be sod unless otherwise permitted by the ACC. The cost of said landscaping shall be the sole responsibility of the "to-be Owner" of the Lot/Home. Such landscaping shall be completed prior to the date of a City-issued Certificate of Occupancy ("CO") or occupancy of a Home on a Lot, whichever first occurs.

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The Association shall maintain the front landscaping, the side-yard landscaping extending from the front foundation line of the Home to the rear foundation line, OR TO ANY WALL, BARRIER OR GATE in the side-yard, and the strips of landscape located in the rock retaining walls."

IN WITNESS WHEREOF, Declarant does hereafter execute this 2<sup>nd</sup> Amendment as of the 24 day of August, 2020.

**DECLARANT: FACTION, LLC**

By: Troy Ence, Manager

**ACKNOWLEDGMENT**

STATE OF UTAH

COUNTY OF WASHINGTON

ss. )

On this 24 day of August, 2020, before me personally appeared Troy Ence, whose identity is personally known to me, and who, being by me duly sworn did say that he is the Manager of FACTION, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said 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.

Corinne Schmalz  
Notary Public, Residing in Washington County, UT

