

Amended Declaration of Condominium Page 1 of 4
Gary Christensen Washington County Recorder
05/26/2022 10:06:53 AM Fee \$60.00 By MILLER
HARRISON LLC

WHEN RECORDED RETURN TO:

Reed Scow
50 E 2500 N. Ste 101,
North Logan, UT 84341

Recorded against the property
Described in Exhibit A

**AMENDMENT TO DECLARATION OF CONDOMINIUM FOR AUBURN HILLS AT
DESERT COLOR CONDOMINIUMS**

As more particularly stated herein, this Amendment to the Declaration of Condominium for Auburn Hills at Desert Color Condominiums (hereinafter "Amendment"), amends the following:

(i) The Declaration of Condominium for Auburn Hills at Desert Color Condominiums ("Declaration"), recorded with the Washington County Recorder on December 14, 2021, as Doc #20210078825 and;

(ii) Any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded in the records of the Washington County Recorder (the foregoing are collectively referred to herein as the "Declaration").

This Amendment is undertaken pursuant to Article 19 of the Declaration which provides that the Declarant has the unilateral right to amend the Declaration. The Declarant desires to amend the Declaration to include a Section 21.18. This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder. All the Property know as Auburn Hills at Desert Color Condominiums (described in Exhibit A attached hereto and made a part hereof), including any additions thereto, shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

The following Section 21.18 is hereby added to the Declaration:


21.18 Mortgagee Provisions. The following provisions are for the benefit of holders, insurers, and guarantors of first mortgages on Units within the Project. The provisions of this section apply to both the Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

- (a) An institutional holder, insurer or guarantor of a first mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit which its mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:
- i. Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;
 - ii. Any delinquency in the payment of Assessments or charges owed by a Unit subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents related to such Unit or the Owner or occupant which is not cured within 60 days;
 - iii. Any lapse, cancellation, or material modification of any Association insurance policy; or
 - iv. Any proposed action which would require the consent of a specified percentage of Eligible Holders.
- (b) No provision of this Declaration or By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.
- (c) Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering the Owner's Unit.
- (d) Amendments to this Declaration that are of a material adverse nature to first lien mortgagees shall be agreed to by mortgagees that represent at least a 51% of the votes of Units that are subject to first lien mortgages.
- (e) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons, or to use insurance proceeds for any purpose other than to rebuild, shall be agreed to by first lien mortgages that represent at least 51% of the votes of the Units that are subject to first lien mortgages.
- (f) Any mortgagee who receives a written request from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within 60 days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

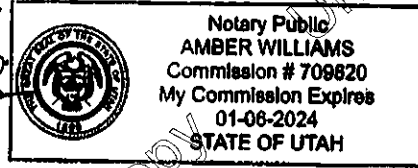
All other provisions of the Declaration shall remain in full force and effect as written and shall not be affected by this Amendment.

APPROVED AS TO FORM AND CONTENT by DESERT COLOR ST. GEORGE, LLC

DESERT COLOR ST. GEORGE, LLC
a Utah Limited Liability Company


Name: MITCHEL DANSIE
Its: Manager/Authorized Representative

STATE OF UTAH)
) ss
COUNTY OF WASHINGTON)



On the 25 day of May, 2022 personally appeared before me Mitchell Dansie who by me begin duly sworn, did say that he/she is an authorized representative of Desert Color St. George, LLC, and/or in the capacity as its Manager, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

IN WITNESS WHEREOF, the Declarant has executed and adopted this Amendment on behalf of the Association pursuant to its authority.

DATED this 25 day of May, 2022

DECLARANT
VISIONARY HOMES 2022, LLC
a Utah Limited Liability Company

By:

Name: Reed Scow
Its: Manager/Authorized Representative

STATE OF UTAH)
) ss
COUNTY OF CACHE WASHINGTON)

On the 25 day of MAY, 2022 personally appeared before me Reed Scow who by me begin duly sworn, did say that he/she is an authorized representative of Visionary Homes 2022, LLC, and/or in the capacity as the Manager of Visionary Desert Color Condominiums, LLC and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



EXHIBIT A**(Legal Description)****Auburn Hills Phase 18A Condominiums Legal Description**

Units 2101, 2102, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304

BEGINNING AT A POINT THAT LIES NORTH 88°50'55" WEST ALONG THE SECTION LINE 632.75 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 22°46'27" EAST 0.88 FEET; THENCE SOUTH 67°14'26" WEST 85.08 FEET; THENCE NORTH 24°21'17" WEST 185.92 FEET; THENCE NORTH 86°10'36" WEST 10.52 FEET; THENCE NORTHWESTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 47°41'13" WEST A DISTANCE OF 24.90 FEET), CENTER POINT LIES SOUTH 80°48'11" WEST THROUGH A CENTRAL ANGLE OF 78°58'47", A DISTANCE OF 28.87 FEET; THENCE NORTH 86°10'36" WEST 59.08 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GARNET DRIVE; THENCE NORTH 03°49'24" EAST ALONG SAID LINE 25.00 FEET; THENCE SOUTH 86°10'36" EAST 59.08 FEET; THENCE NORTHEASTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 48°49'24" EAST A DISTANCE OF 28.28 FEET), CENTER POINT LIES NORTH 03°49'24" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET; THENCE NORTH 03°49'24" EAST 311.48 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCARLET HILL DRIVE; THENCE ALONG SAID LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 86°10'36" EAST 107.92 FEET AND 2) NORTH 03°49'24" EAST 11.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CARNELIAN PARKWAY; THENCE ALONG SAID LINE THE FOLLOWING TWO COURSES: 1) SOUTHEASTERLY ALONG A 26.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 41°10'36" EAST A DISTANCE OF 38.77 FEET), CENTER POINT LIES SOUTH 03°49'24" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 40.84 FEET AND 2) SOUTH 03°49'24" WEST 147.25 FEET; THENCE NORTH 88°10'37" WEST 189.92 FEET; THENCE SOUTH 03°49'24" WEST 155.42 FEET; THENCE SOUTHERLY ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 10°15'56" EAST A DISTANCE OF 24.34 FEET), CENTER POINT LIES SOUTH 86°10'36" EAST THROUGH A CENTRAL ANGLE OF 28°10'40", A DISTANCE OF 24.59 FEET; THENCE SOUTH 24°21'17" EAST 173.28 FEET; THENCE EASTERLY ALONG A 10.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 68°33'52" EAST A DISTANCE OF 13.95 FEET), CENTER POINT LIES NORTH 65°38'43" EAST THROUGH A CENTRAL ANGLE OF 88°25'11", A DISTANCE OF 45.43 FEET; THENCE NORTH 67°13'33" EAST 51.04 FEET; THENCE SOUTH 22°46'27" EAST 24.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING 35,761 SQUARE FEET OR 0.82 ACRES.

Auburn Hills Phase 18B Condominiums Legal Description

Units 1101, 1102, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304

Beginning at a point that lies North 88°50'55" West along the section line 1070.74 feet and due North 357.04 feet, from the South Quarter Corner of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, said point being on the east right of way line of Garnet Drive, and running thence along said line the following two (2) courses: 1) North 03°49'24" East 141.75 feet and 2) northeasterly along a 10.00 foot radius curve to the right, (long chord bears North 48°49'24" East a distance of 14.14 feet), center point lies South 86°10'36" East through a central angle of 90°00'00", a distance of 15.71 feet to a point on the south right of way line of Scarlet Hill Drive; thence South 86°10'36" East along said line 69.08 feet to a point on the west boundary line of Auburn Hills Phase 18A Condominiums, Doc. No. 20210078824, Official Records, Washington County, Utah; thence South 03°49'24" West along said line 151.75 feet; thence North 86°10'36" West 79.08 feet, to the point of beginning.

Containing 11,979 square feet or 0.28 acres.