



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. 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.

Recital H

The following amends, wholly replaces, and substitutes for Recital H of the Declaration:

H. The Property is located within the Master Desert Color Community and 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 ("Master Declaration"), as may

be amended from time to time. Though subject to the Master Declaration, no nightly or short-term rentals are allowed within the Property.

Recital I

The following amends, wholly replaces, and substitutes for Recital I of the Declaration:

In the event there is any conflict between this Declaration and the terms of the Master Declaration, the terms of the Master Declaration shall control. Notwithstanding the forgoing, no nightly or short-term rentals are allowed within the Property.

Section 2.5

The following amends, wholly replaces, and substitutes for Section 2.5 of the Declaration:

2.5 Master Association. The members of the Association shall also be members of the Master Association and shall be entitled to all benefits of such membership, and shall also be subject to the restrictions and covenants of the Master Declaration. Notwithstanding the forgoing, no nightly or short-term rentals are allowed within the Property. The governance of the Master Association shall be separate and distinct from the governance and operation of the Association. The Association may enter into agreements or arrangements with the Master Association to provide for the management and operation of any Common Areas and Facilities or amenities for the benefit and/or use of the Association and/or Members.

Section 5.5

The following amends, wholly replaces, and substitutes for Section 5.5 of the Declaration:

5.5. Hiring Managers and Delegating Responsibilities. The Association may engage a Manager to assist the Board in the management and operation of the Project, and the Board may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; except that only the Board shall have the right to approve Association budgets and regular and special Assessments and to provide a hearing requested to dispute a fine. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause.

Section 6.3

The following amends, wholly replaces, and substitutes for Section 6.3 of the Declaration:

6.3 Regular Assessments. The Board shall determine the amount of the regular Assessments

to be paid by each Owner by dividing the total budgeted amount for the Common Expenses by the Allocated Interest for each Unit, except Unconstructed Units and Declarant and/or Visionary Desert Color Condominiums, LLC, owned Units shall have no allocation of the Common Expenses. The Association shall also have the authority to charge and collect any Master Association assessment allocated to an Owner pursuant to the Master Declaration on behalf of the Master Association and include such as part of an Owner's regular Assessments. Any Master Association assessment shall be used strictly for use of recreational amenities and not to further the resort-oriented nature of any aspect of the Master Association.

Section 6.21

The following amends, wholly replaces, and substitutes for Section 6.21 of the Declaration:

6.21 Reinvestment Fee Covenant. In addition to all other Assessments, as set forth in the Master Declaration, there shall be a reinvestment fee charged to the buyer or seller, as the buyer and seller may determine, upon the transfer or conveyance of a Unit. As set forth in the Master Declaration, a transfer means any change in the ownership of the Unit as reflected in the records of the County Recorder regardless of whether it is pursuant to the sale of the Unit or not. Any reinvestment fee shall benefit the Property.

Section 13.2

The following amends, wholly replaces, and substitutes for Section 13.2 of the Declaration:

13.2 Reserve Analysis. The Association shall cause a reserve analysis to be conducted at least once every three years. The Association shall also review and, if necessary, update a previously conducted reserve analysis at least once every three years.

Section 13.6

The following amends, wholly replaces, and substitutes for Section 13.6 of the Declaration:

13.6 Budget. In formulating its budget each year, the Association shall include a reserve fund line item in an amount the Board determines, based on the reserve analysis, to be prudent. In no event will the reserve allocation be less than 10% of regular common charge assessments.

Section 14.2

The following amends, wholly replaces, and substitutes for Section 14.2 of the Declaration:

14.2 Long -Term Leasing. Leasing a Unit for a term of six months or more is permitted subject to the following restrictions:

- (a) The lease agreement for any lease term of six months or more shall be in writing and shall require that the Occupant comply with the Governing Documents and specify that any failure to comply shall be a default under the lease agreement. If a lease agreement does not include these provisions, the provisions shall nonetheless be deemed to be part of the lease agreement and binding on the Owner and the Occupant.
- (b) A copy of the lease agreement shall be delivered to the Board or the Manager.
- (c) The Owner shall be responsible for the Unit's Occupants and for all guests and invitees of the Occupant and shall ensure their compliance with the Governing Documents. In addition to any other remedy for non-compliance under the Declaration, the Association shall have the right (but not the obligation) to initiate an eviction action, or similar action, with the purpose of removing the offending Occupant. Neither the Association nor the Board or the Manager shall be liable for any action taken under this Subsection the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith under this Subsection.

Section 16.6

The following amends, wholly replaces, and substitutes for Section 16.6 of the Declaration:

16.6 Exemption from Assessments. During the Declarant Control Period, the Declarant and/or Visionary Desert Color Condominiums, LLC, are exempt from any Assessments, including regular and special Assessments, for all Units owned by Declarant and/or Visionary Desert Color Condominiums, LLC. The Declarant shall ensure that the adopted Association budget is properly funded for any shortfalls based upon unsold units.

Section 16.7

The following amends, wholly replaces, and substitutes for Section 16.7 of the Declaration:

16.7 Exemption from Use Restrictions. Until all the Convertible Land has been converted, all Additional Land has been added, and all the Declarant's Units and/or Visionary Desert Color Condominiums, LLC's Units have been sold, and as except as expressly prohibited by the Act, the Declarant is not bound by any use restriction in the Declaration as it relates to the Units owned by the Declarant and/or Visionary Desert Color Condominiums, LLC. Notwithstanding the foregoing, Declarant shall not rent any unsold Units on any short-term (less than six months) basis.

Section 21.18

The following amends, wholly replaces, and substitutes for Section 21.18 of the Declaration:

21.18 Mortgage 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 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 mortgages 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: MITCHELL DANSIE
Its: Manager/Authorized Representative

STATE OF UTAH)
) ss
COUNTY OF Washington)

On the 12 day of July, 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.

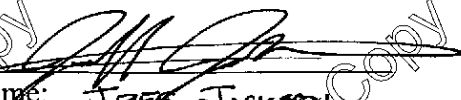


IN WITNESS WHEREOF, the Declarant has executed and adopted this Amendment on behalf of the Association pursuant to its authority.

DATED this 7 day of July, 2022

DECLARANT
VISIONARY HOMES 2022, LLC
a Utah Limited Liability Company

By:


Name: Jeffrey Jackson
Its: Manager/Authorized Representative

STATE OF UTAH)
COUNTY OF Cache) ss

On the 7 day of July, 2022 personally appeared before me Jeffrey Jackson 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.

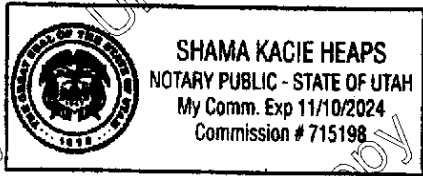


EXHIBIT A**(Legal Description)****Auburn Hills Phase 18A Condominiums Legal Description**

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 832.75 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 0.99 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 19.52 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 76°58'47", A DISTANCE OF 36.87 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 36.77 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 86°10'37" WEST 108.92 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 15.43 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.