

Amended Restrictive Covenants Page 1 of 5
Gary Christensen Washington County Recorder
04/01/2024 10:12:32 AM Fee \$40.00 By JENKINS
BAGLEY SPERRY, PLLC

Recorded at the request of:
Desert Flower Development, LLC

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR DESERT FLOWER**

As more particularly stated herein, this First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Desert Flower (hereinafter "Amendment"), amends the following:

- (i) Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Desert Flower recorded with the Washington County Recorder on July 30, 2020, as Document No. 20200039755;
- (ii) Supplemental Declaration for Desert Flower recorded with the Washington County Recorder on December 5, 2023, as Document No. 20230036214; and
- (iii) 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 XIV, Section 14.5 of the Declaration which provides that the Declaration may be amended by the Declarant, Desert Flower Development, LLC, as the Declarant believes is reasonably necessary or desirable. This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the Property known as "Desert Flower Phase 1" and "Desert Flower Phase 2" (described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

In the event of a conflict between this Amendment and the Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations ("Governing Documents"), this Amendment shall control.

Article X, Section 10.6

The following amends, wholly replaces, and substitutes for Section 10.6 of Article X in the Declaration—all other terms of the Declaration and other Governing Documents that do not

contradict the terms of this Amendment shall remain in full force and effect.

SECTION 10.6 OF ARTICLE X OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

10.6 Parking and Vehicular Restrictions.

(a) *Fire Lane. Pursuant to Washington City fire lane restrictions there shall be no parking on the South side of Desert Flower Drive, the East side of Desert Sage Lane, the North side of Desert Cactus Drive, and the West side of Desert Saguaro Lane. Signs that read "NO PARKING FIRE LANE" shall be placed by the Association and maintained accordingly.*

(ab) Parking:

(i) Garages. Each Owner shall maintain his garage in a manner which ensures that it is capable of accommodating at least one (1) car. All garage doors must remain closed, except when necessary for ingress or egress.

(ii) Streets. There shall be no parking on the sStreets, except: (1) ~~Owners Members~~ and their guests may temporarily park on the sStreets for the purpose of loading and unloading, and; (2) with advance permission from the Board, ~~Owners Members and their guests~~ may park on the sStreets.

(iii) Street Parking Duration. Subject to subsection 10.6(a), no vehicle may remain parked on the Streets for more than sixty (60) consecutive hours, with the following exception: vehicles may be parked on the Streets for up to eighty-four (84) consecutive hours on weekends where a federally recognized holiday falls on a Friday or Monday.

(~~iii~~iv) Guest Parking Areas. The guest parking shall be accommodated for on the driveway on the Lot.


(v) Trailer Parking Prohibited. Regardless of the intent or purpose no trailer, recreational vehicle, commercial vehicle, bus, truck over one ton capacity, 18-wheeler, tractor, tractor-trailer, tractor-trailer truck, golf cart, motor home, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, maintenance equipment, or any other recreational or commercial transportation device of any kind, may be parked on the Streets overnight.

(c) Parking Violations. Members in violation of the parking restrictions under this section 10.6 of the Declaration shall be subject to fines and the vehicle may be removed (towed) or booted according to the Utah Transportation Code and the Member may be assessed the cost of such removal and any storage necessitated thereby. Members are responsible for any parking violations of their guests, assigns, or invitees. Members shall indemnify, defend, and hold harmless the Association and its officers and agents from all claims which may arise from any towing, removal, storage, or sale of such vehicle(s).

(bd) Vehicle Maintenance. No Person shall conduct repairs or restorations of any Vehicle or Recreational Vehicle upon any portion of the Properties, except as specifically provided in this subparagraph (bd). However, repair and restoration shall be permitted within an Owner's garage, provided that such activity may be prohibited entirely if the Board determines in its discretion that such activity constitutes a nuisance. Owners may, on their driveways, wash the exteriors of any Vehicle or Recreational Vehicle, provided that any debris from the washing is promptly removed.

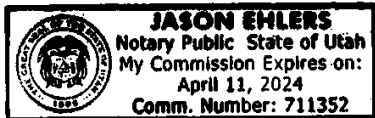
IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 29
day of March, 2024.

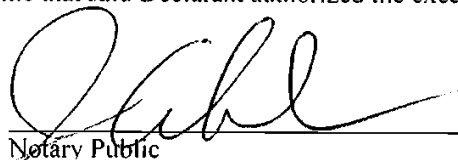
DESERT FLOWER DEVELOPMENT, LLC, a Utah
limited liability company


By: Bret Howcroft
Its: Managing Member

STATE OF UTAH)
 : ss.
County of Washington)

On the 29 day of March, 2024, personally appeared before me
S. Bret Howcroft who being by me duly sworn, did say that he is the Managing Member
of Desert Flower Development, LLC a Utah limited liability company, the authorized individual
empowered to sign this Amendment and that the Amendment was signed on behalf of said
Declarant and said person acknowledged to me that said Declarant authorized the execution of
the same.





Notary Public

Exhibit A
(Legal Description)

Desert Flower Phase 1 Boundary Description

BEGINNING AT A POINT WHICH IS N 1°05'22" E 1380.68 FEET ALONG THE EAST SECTION LINE OF SECTION 14, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND N 89°18'27" W 593.18 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 14, SAID POINT BEING ON THE WEST RIGHT OF WAY OF BELLA VISTA DRIVE, DOCUMENT NO. 20070012069, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX (6) COURSES, (1) THENCE S 1°12'10" W 512.06 FEET, TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, (2) THENCE ALONG THE ARC OF SAID CURVE 30.90 FEET THROUGH A CENTRAL ANGLE OF 88°30'38", (3) THENCE S 89°42'48" W 4.56 FEET, (4) THENCE S 0°17'12" E 13.00 FEET, (5) THENCE N 89°42'48" E 2.40 FEET, (6) THENCE S 0°17'12" E 21.00 FEET; THENCE S 89°42'48" W 398.60 FEET; THENCE S 0°17'01" E 31.87 FEET; THENCE N 88°29'35" W 783.82 FEET; THENCE N 1°32'44" E 110.19 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF HORIZONS WEST PHASE 2 AMENDED, ENTRY NO. 466663, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES, (1) THENCE S 88°28'38" E 791.89 FEET, (2) THENCE N 1°05'22" E 500.00 FEET, TO THE NORTHEAST CORNER OF SAID SUBDIVISION, POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 454884, RECORDED AND ON FILE AT THE SAID OFFICE OF THE RECORDER: THENCE S 88°58'14" E 100.00 FEET ALONG THE SOUTH LINE OF SAID PARCEL; THENCE S 87°30'37" E 148.82 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF DAN PROPERTIES SUBDIVISION PHASE 1, DOCUMENT NO. 20100040511, RECORDED AND ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE S 89°18'27" E 161.87 FEET ALONG THE SOUTH LINE OF SAID LOT, TO THE POINT OF BEGINNING.

CONTAINS 320,288 SQ FT OR 7.35 ACRES

PARCEL: W-21234

PARCEL: W-196-A-3

Desert Flower Phase 2 Boundary Description

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLA VISTA DRIVE AS SHOWN ON ROAD DEDICATION PLAT DOCUMENT NO. 20070012069, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, BEING N 1°05'22" E 660.73 FEET ALONG THE EAST SECTION LINE OF SECTION 14, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°54'38" W 604.31 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 14, AND RUNNING THENCE S 89°42'48"

W405.73 FEET; THENCE N 0°17'01" W 150.00 FEET, TO A POINT ON THE EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF DESERT CACTUS DRIVE, AS SHOWN ON DESERT FLOWER PHASE 1, RECORDED AND ON FILE IN THE OFFICE OF THE SAID RECORDER; THENCE N 89°42'48" E 398.60 FEET ALONG SAID LINE, TO A POINT ON THE SAID WESTERLY RIGHT OF WAY OF BELLA VISTA DRIVE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES, (1) S 0°17'12" E 4.00 FEET, TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S 0°17'12 E, (2) THENCE ALONG THE ARC OF SAID CURVE 39.92 FEET THROUGH A CENTRAL ANGLE OF 91°29'22", (3) THENCE S 1°12'10" W 31.99 FEET, TO THE POINT OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, (3) THENCE ALONG THE ARC OF SAID CURVE 90.41 FEET THROUGH A CENTRAL ANGLE OF 18°50'11", TO THE POINT OF BEGINNING.

CONTAINS 68,329 SQ. FT. OR 1.57 ACRES, MORE OR LESS

PARCEL: W-233