

Amended Restrictive Covenants Page 1 of 4  
Gary Christensen Washington County Recorder  
11/29/2022 02:39:52 PM Fee \$40.00 By MILLER  
HARRISON LLC

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR AZALEA TOWNHOMES**

This AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR AZALEA TOWNHOMES (this "Amendment") is adopted by Visionary Homes 2020 LLC, a Utah limited liability company ("Declarant").

**RECITALS**

1. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AZALEA TOWNHOMES was recorded in the office of the County Recorder of Washington County, Utah on or about the 19<sup>th</sup> day of January, 2021 as Entry No. 20210003800 of the Official Records (the "Declaration").
2. The Declarant desires to grant certain rights and privileges to the owners of Units 27, 28, 29, 30, 31, 32, 33, and 34 according to the Official and Final Plat Map of Azalea Townhomes Phase 5 regarding the right to construct certain fence lines on the Common Area described below.
3. Visionary Homes 2020 LLC is the Declarant as identified and set forth in the Declaration.
4. Visionary Homes 2020, LLC has the right to amend the Declaration as set forth in Section 15.1 of the Declaration.
5. The following amendment to the Declaration affects the real property located in Washington, Utah described with particularity in Exhibit "A" attached hereto and incorporated herein by this reference.

**AMENDMENT**

NOW, THEREFORE, for the reasons recited above and for the benefit of the Unit owners thereof, Declarant hereby executes this AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AZALEA TOWNHOMES for and on behalf of all of the Unit owners.

1. Supplement to Article IV. The following language shall be added as an additional Section to Article IV as Section 9.

**Additional Language**

4.9 Fence Installation for Certain Units. Owners of units 27, 28, 29, 30, 31, 32, 33, and 34 according to the Official and Final Plat Map of Azalea Townhomes Phase 5 may

construct a private fenced area no more than twelve (12) feet behind their respective Units. If a Unit owner chooses to construct the aforementioned private fenced area, it shall be the sole duty and responsibility of the Unit owner to: (i) maintain the fencing structure; (ii) maintain the area within the fenced perimeter; (iii) ensure that any wing walls constructed run directly perpendicular to the unit footprint or otherwise be approved by the Declarant or the Board and (iv) to defend and indemnify the Association for any problems arising out of or related to their improvements. Unit owners allowed to construct the aforementioned private fenced areas shall obtain approval for design of the private fenced structure from the Architectural Control Committee before constructing and installing the fence.

2. Incorporation of Prior Terms. It is expressly agreed that this Amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part of this Amendment as though they were expressly rewritten, incorporated and included herein. In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Declaration, the former shall in all respects govern and control.

3. Covenant Binding. The provisions of this Amendment will be a covenant which runs with the land and is binding on all heirs, successors, and assigns.

4. Effective Date. The effective date of this AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Azalea Townhomes. is the date the document is recorded in the office of the County Recorder of Washington County, Utah.

IN WITNESS WHEREOF, the Declarant executes this Amendment of the date below and verifies that this Amendment was adopted properly pursuant to the terms of the Declaration.

DATED: November 29, 2022

**DECLARANT**

**Visionary Homes 2020, LLC**

A Utah limited liability company

By: Reed Scow

Name: Reed Scow

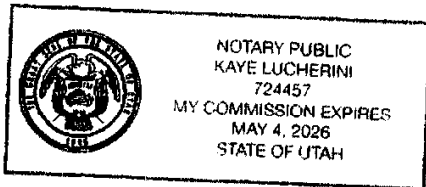
Title: Authorized signer

STATE OF UTAH )  
 )ss.  
COUNTY OF Cache )

On the 29 day of November, 2022, personally appeared before me Reed Scow who by me being duly sworn, did say that he/she is an authorized representative of Visionary Homes 2020, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

SEAL:

Kaye Lucherini  
Notary Public



## **EXHIBIT A**

### **Property Description**

Beginning at a point on the northerly line of Normandy Road, said point being on the center section line, said point also being North 00°41'25" East 154.57 feet along the center section line from the South Quarter Corner of Section 6, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

Thence North 00°41'25" East 214.47 feet along the section line; thence South 89°18'35" East 24.75 feet to the westerly line of Block 21, St. George and Santa Clara Bench Irrigation Survey; thence North 88°33'17" East 52.53 feet; thence North 00°41'20" East 50.24 feet; thence South 88°33'17" West 52.53 feet to said westerly line of Block 21; thence North 89°18'35" West 24.75 feet to the section line; thence 00°41'125" East 631.28 feet along the section line to the southerly line of Old Highway 91; thence South 52°31'42" East 631.26 feet along said southerly line of Old Highway 91; thence South 00°39'07" West 646.96 feet to said northerly line of Normandy Road; thence Westerly 527.27 feet along an arc of a 1,095.00 foot radius curve to the right (center bears North 01°11'27" East, along chord bears North 75°00'52" West 522.19 feet with a central angle of 27°35'22") along said northerly line of Normandy road to the Point of Beginning.

Containing 397,312 square feet or 9.12 acres.