

6/12

WHEN RECORDED RETURN TO:

James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109

E 1575570 8 24 14 P 387
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 FEB 16 12:51 PM FEE 50.00 DEP DJM
REC'D FOR PENTALON CONSTRUCTION

Peregrine Pointe Condo Ph 1
Units 1 thru 7 + Common
03-183-0001 thru 0008

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
PEREGRINE POINT,
a Utah Condominium Project**

Peregrine Pointe Condo Ph 2
Units 8 thru 16 + Common
03-188-0008 thru 0017

This AMENDMENT to the DECLARATION OF CONDOMINIUM FOR PEREGRINE POINT, a Utah Condominium Project, is made and executed by PEREGRINE POINT, L.L.C., a Utah limited liability company, of 4322 South Main Street, Murray, Utah 84107 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Original Declaration was recorded in the office of the County Recorder of Davis County, Utah on the 16th day of August, 1999, as Entry No 1539875 in Book 2541 at Page 1014 of the Official Records of the County Recorder of Davis County, Utah (the "Declaration").

Whereas, all of the requirements to amend the Declaration have been satisfied.

Whereas, this is an expandable condominium project.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, the Declaration is hereby amended to add the following provisions:

45. Expansion of the Project. Declarant hereby reserves the option to expand the Project to include additional Units in the Project.

a) Option to Expand. The Declarant's option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire seven (7) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said seven (7) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be constructed on any or all portions of

Provided by Davis County Government. This is not an official copy. For an official copy, please contact Davis County Government.

the Additional Property. Declarant hereby reserves to itself and for Owners in all future phases, a perpetual easement and right-of-way for access over, upon, and across the Properties of construction, utilities, drainage, ingress and egress, and for use of the Common Area. The location of these easements and right-of-way must be approved and documented by Declarant or the Association by recorded instruments.

b) Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Davis County, Utah, no later than seven (7) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with supplemental Map or Maps containing the same information with respect to the new Units as was required on the Map with respect to the Phase I Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

c) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Land added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Units after such expansion shall be effective to transfer rights in the Project, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Davis County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Units in the Project as it existed before such expansion the respective undivided interests in the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Unit in the Project as it existed, interest so acquired by the Owner of the Unit encumbering the new Common Areas added to the Project as a result of such expansion.

d) Declaration Operative on New Units. The new Units shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Davis County

Recorder.

e) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Amended Declaration. The proportionate interest of each Unit Owner in the Common Areas after any expansion of the Project shall be an undivided interest of the Project as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Amended Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than seven (7) years after the effective date of the Declaration.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

f) Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

- (1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Units created must be restricted to multi family residential housing limited to one family per Dwelling Unit.
- (2) Portions of the Additional Land may be added to the Project at different times without any limitations.
- (3) Declarant shall have the right without further

conveyance or documentation to build roads and access ways to the Additional Property through the easement areas as shown on the Map. The Association of Unit Owners shall not allow anything to be built upon or interfere with said easement areas.

- (4) No assurances are made concerning:
- a. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Project.
 - b. Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings and Units will be comparable to the Phase I facilities on a per Unit basis and will be of a similar quality of materials and construction to Phase I and will be substantially completed prior to annexation.
 - c. Whether any Units created on any portion of the Additional Land will be substantially identical to those within the initial Project except that Units will be constructed of an equal or better quality of materials and construction than the Units in Phase I.
 - d. Type, size, or maximum number of Limited Common Areas which may be created within any portion of the Additional Land added to the Project.
- (5) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the submission of any portion of the Additional Land to the provisions of the Act as Land under this Declaration; (b) the creation, construction, or addition to the Project of any additional property; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Project, or any Land.
- (6) Assuming that only Phase 1 of the original Declaration is completed the minimum number of Buildings would be

two (2), the minimum number of units would be thirty-six (36) and the maximum percentage of ownership interest of each Unit would be 14.29%. Assuming all Phases are completed and all Additional Land is added to the Project the maximum number of Units shall be seven (7) on 2.9259 acres, the maximum number of units per acre will be 8.13, and the minimum percentage ownership interest of each Unit would be 2.77%. Provided, however, the number of Units actually constructed and the actual undivided percentage of ownership interest of each Unit may actually be somewhere in between the numbers and percentages set forth above.

g) Easements to Serve Additional Land. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and mortgagees, shall have and hereby reserves an easement over the Common Area for the purpose of enjoyment, use, access, and development of the Additional Land described in Exhibit B attached hereto and incorporated herein, whether or not such Additional Land is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on the Additional Land. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of Additional Land. Declarant further agrees that if the easement is exercised for permanent access to the Additional Land and such Additional Land or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving the Additional Land. Such agreement shall provide for sharing of costs based on the ratio which the number of residential dwellings on that portion of the Additional Land, which is served by the easement and not made subject to this Declaration, bears to the total number of residential dwellings within the Community and on such portion of the Additional Land.

The effective date of this Amendment to the Declaration shall be the date on which said instrument is filed for record in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 27 day of January, 2000.

^{cut}
PEREGRINE POINT, L.L.C.,
a Utah limited liability company
By Its Manager: PENTALON CONSTRUCTION, INC.,
a Utah corporation

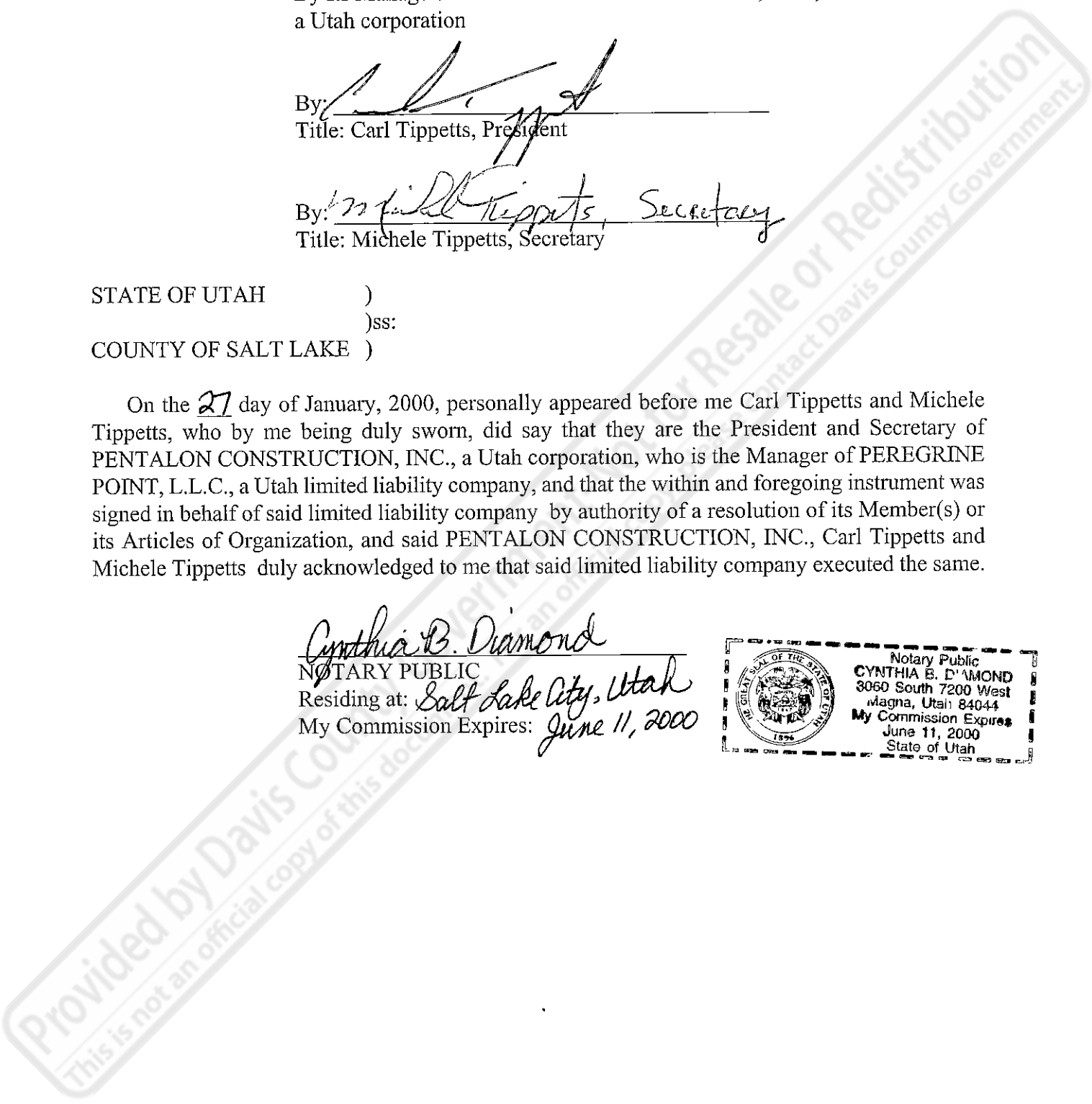
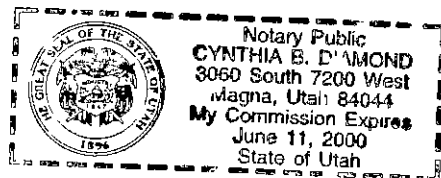
By: [Signature]
Title: Carl Tippetts, President

By: [Signature] Secretary
Title: Michele Tippetts, Secretary

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 27 day of January, 2000, personally appeared before me Carl Tippetts and Michele Tippetts, who by me being duly sworn, did say that they are the President and Secretary of PENTALON CONSTRUCTION, INC., a Utah corporation, who is the Manager of PEREGRINE POINT, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its Member(s) or its Articles of Organization, and said PENTALON CONSTRUCTION, INC., Carl Tippetts and Michele Tippetts duly acknowledged to me that said limited liability company executed the same.

Cynthia B. Diamond
NOTARY PUBLIC
Residing at: Salt Lake City, Utah
My Commission Expires: June 11, 2000



PEREGRINE POINT^٤ CONDOMINIUMS
BALLOT AND CONSENT FORM

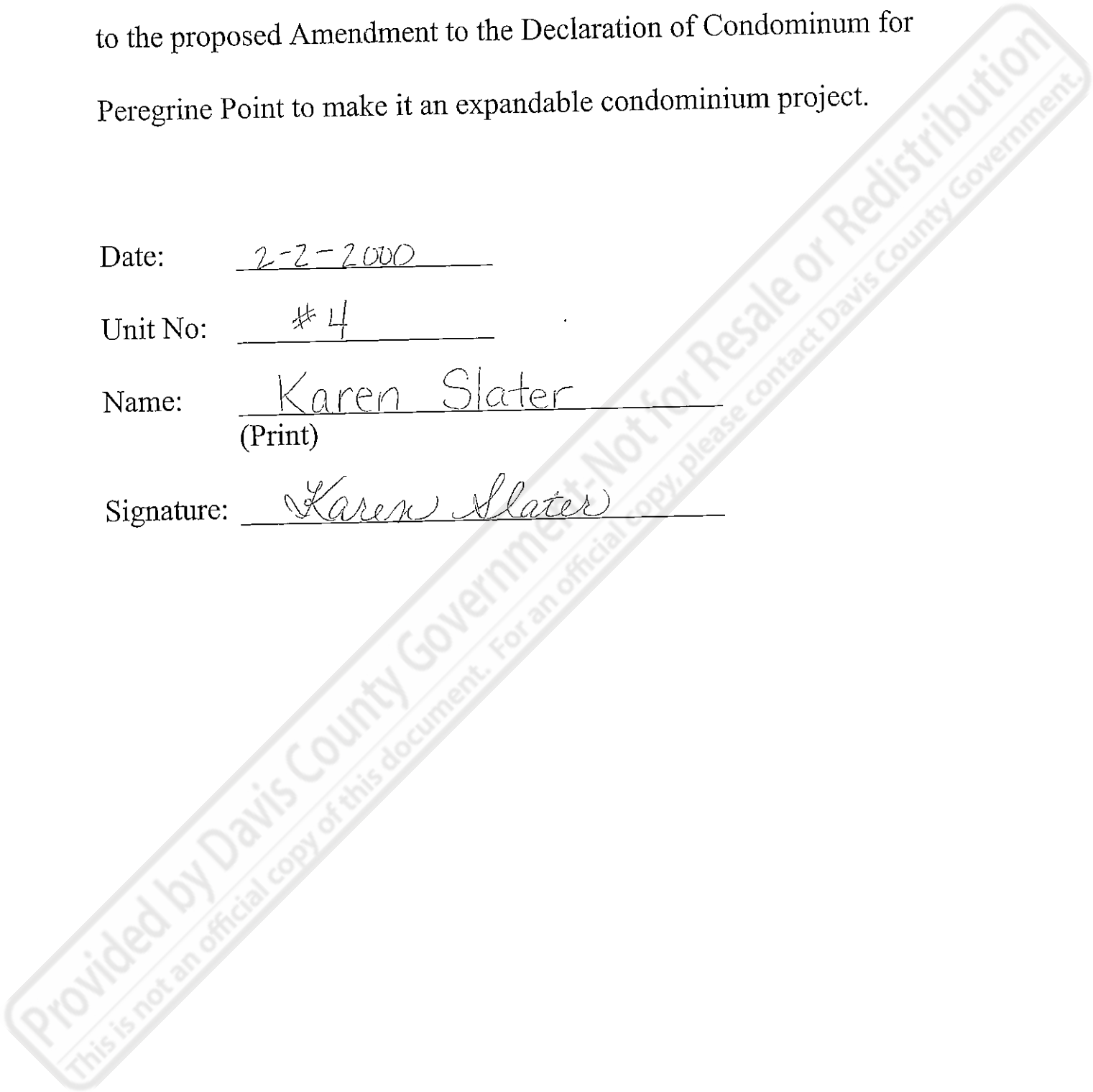
The undersigned Unit Owner hereby votes in favor of and consents to the proposed Amendment to the Declaration of Condominium for Peregrine Point to make it an expandable condominium project.

Date: 2-2-2000

Unit No: # 4

Name: Karen Slater
(Print)

Signature: Karen Slater



^{cut}
PEREGRINE POINT^{THE} CONDOMINIUMS
BALLOT AND CONSENT FORM

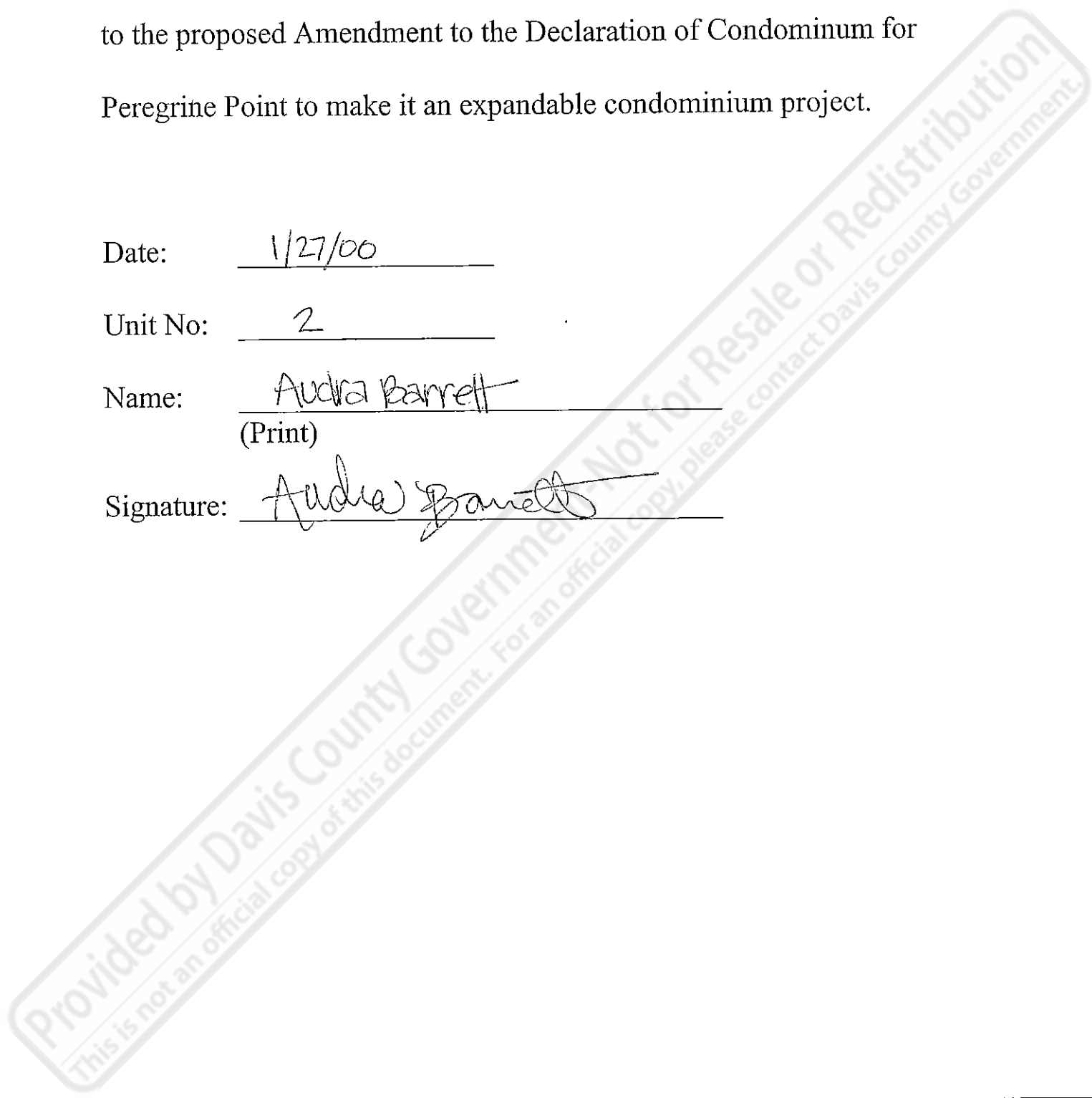
The undersigned Unit Owner hereby votes in favor of and consents to the proposed Amendment to the Declaration of Condominium for Peregrine Point to make it an expandable condominium project.

Date: 1/27/00

Unit No: 2

Name: Audra Barrett
(Print)

Signature: Audra Barrett



**PEREGRINE POINT^{et} CONDOMINIUMS
BALLOT AND CONSENT FORM**

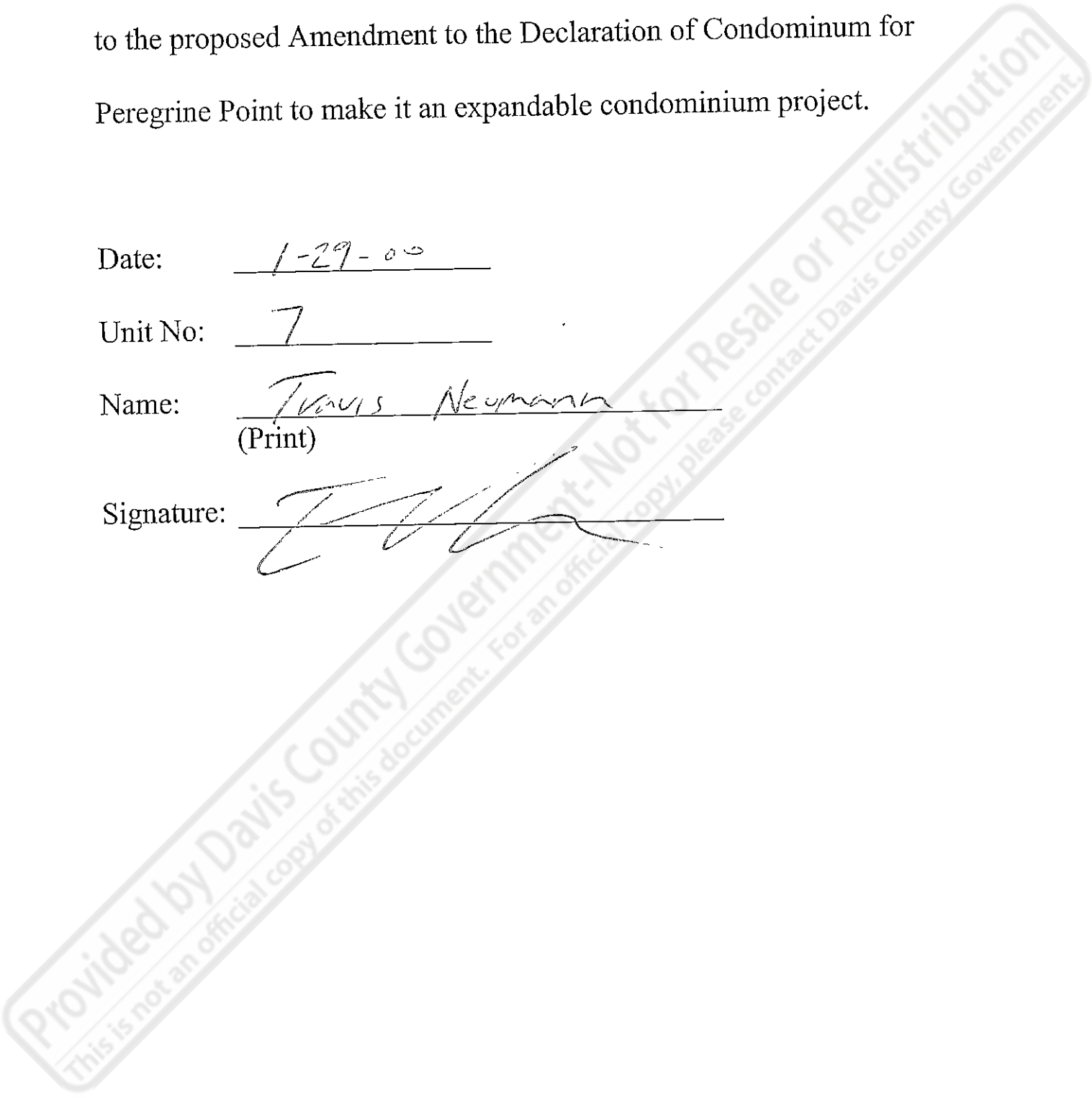
The undersigned Unit Owner hereby votes in favor of and consents to the proposed Amendment to the Declaration of Condominium for Peregrine Point to make it an expandable condominium project.

Date: 1-29-00

Unit No: 7

Name: Travis Neumann
(Print)

Signature: [Handwritten Signature]



cat
PEREGRINE POINT^{cat} CONDOMINIUMS
BALLOT AND CONSENT FORM

The undersigned Unit Owner hereby votes in favor of and consents to the proposed Amendment to the Declaration of Condominium for Peregrine Point to make it an expandable condominium project.

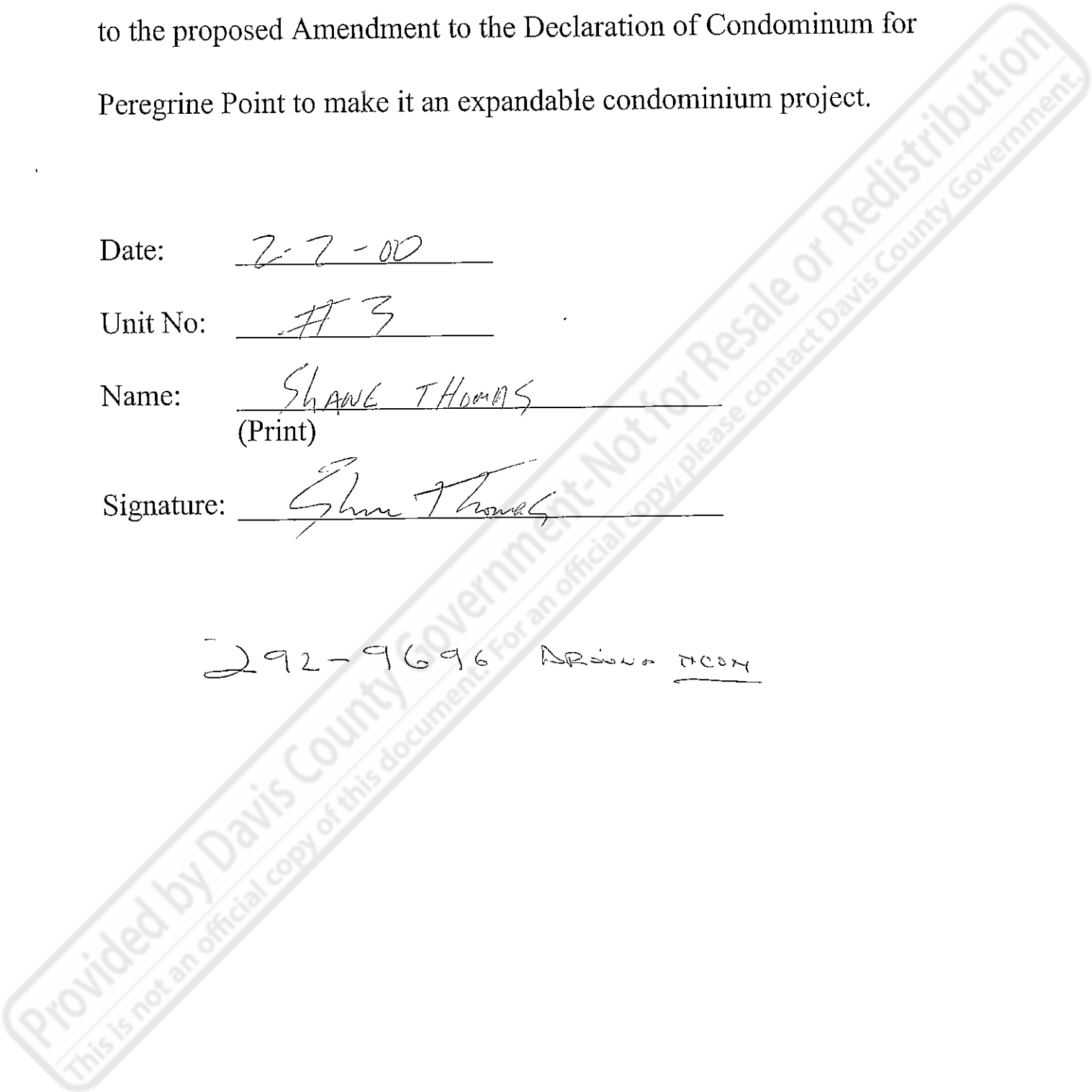
Date: 2-7-00

Unit No: #3

Name: SHANE THOMAS
(Print)

Signature: Shane Thomas

292-9696 ARSONA 7007



**PEREGRINE POINT^{CDT} CONDOMINIUMS
BALLOT AND CONSENT FORM**

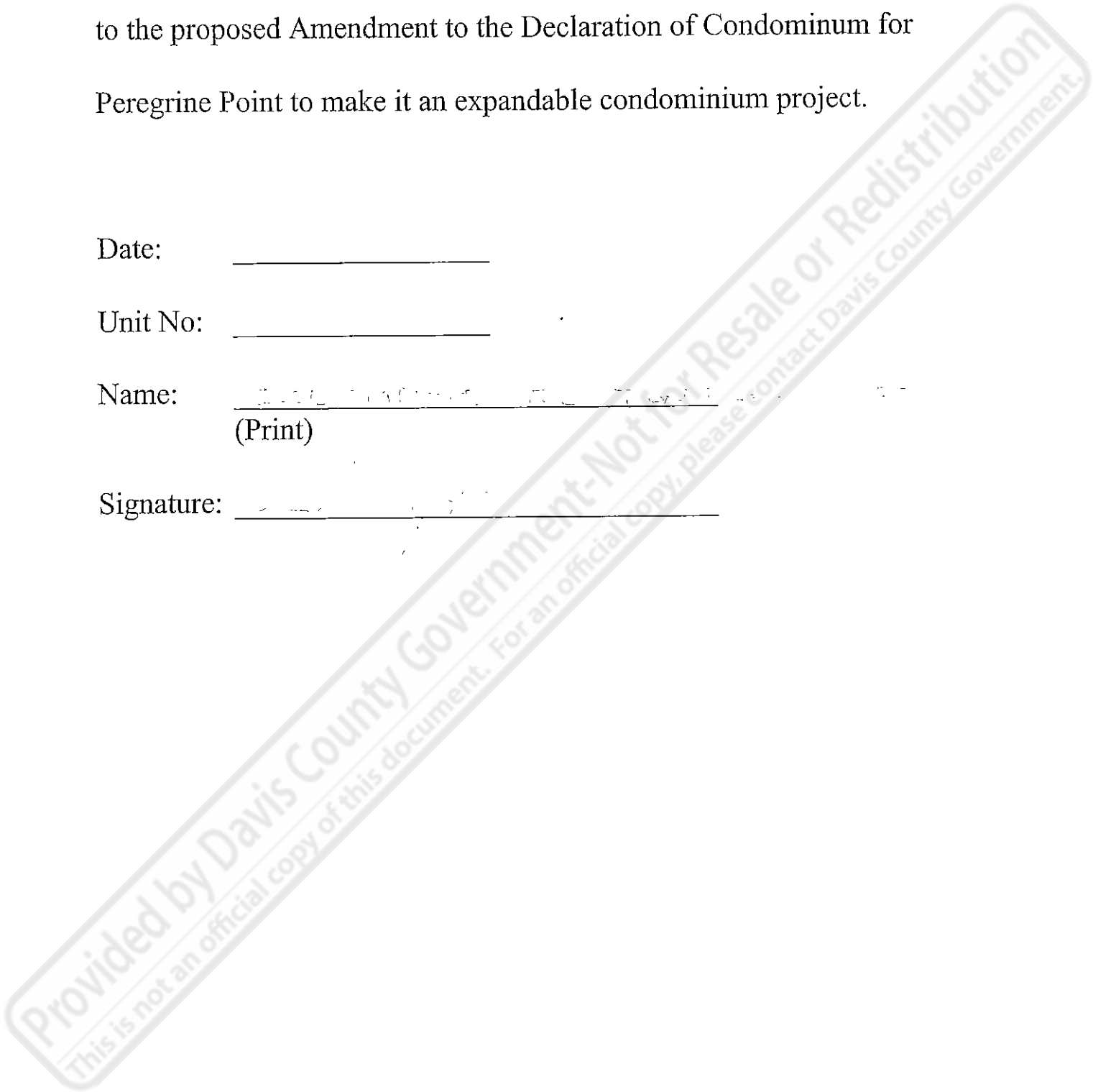
The undersigned Unit Owner hereby votes in favor of and consents to the proposed Amendment to the Declaration of Condominium for Peregrine Point to make it an expandable condominium project.

Date: _____

Unit No: _____

Name: _____
(Print)

Signature: _____



Boundary Description

Beginning at a point on the North boundary line of Center Street (a 49.50 ft. wide road) which point is S 0°03'06"W 1,072.80 ft. along the West boundary line of 200 West Street and N 89°57'05"W 400.78 ft. along said North line of Center Street from the Northeast corner of Lot 3 of Block 3, North Mill Creek Plat, Bountiful Townsite Survey, which point is also N 89°57'05"W 440.27 ft. along the centerline of Center Street and North 24.75 ft. from an existing monument at the centerline intersection of said Center Street and said 200 West Street and running thence N 89°57'05"W 119.53 ft. along said North line of Center Street; thence North 239.75 ft. along the East boundary of Lakeview Condominiums of Bountiful; thence East 135.20 ft.; thence S 1°46'06"W 142.49 ft.; thence West 11.27 ft.; thence South 97.43 ft. to the Point of Beginning.

Containing 0.7020 Acres

Boundary Description

Beginning at the Northwest Corner of Peregrine Pointe Condominiums Phase 1 in Bountiful City, Davis County, Utah, which point is also S 0°03'06"W 1,072.80 ft. along the West boundary line of 200 West Street and N 89°57'05"W 520.31 ft. along the North line of Center Street (a 49.50 ft. wide road) and North 239.75 ft. along the West boundary of said Phase 1 from the Northwest corner of Lot 3 of Block 3, North Millcreek Plat, Bountiful Townsite Survey, and running thence North 76.68 ft. along the East boundary of Lakeview Condominiums of Bountiful; thence East 256.20 ft.; thence South 156.23 ft.; thence N 88°35'26"W 123.40 ft.; thence along the boundary of said Phase 1 in the following two courses to the Point of Beginning: N 1°46'06"E 76.56 ft., West 135.20 ft.

Containing 0.6699 Acres