



When recorded mail to:

Peregrine Pointe Owners Association
c/o Kendrick Rogers
2259 South Fairway Hills Drive
St. George, Utah 84770

**First Amendment to the Declaration of Covenants, Conditions, Restrictions
and Reservation of Easements for Peregrine Pointe Subdivision**

THIS First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Peregrine Pointe Subdivision (the "Amendment") is made and executed this 27th day of December, 2013, by Peregrine Partners, LLC, the Declarant, pursuant to Section 14.5 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Peregrine Pointe Subdivision, that was recorded April 7, 2006, as Document # 20060013216, records of Washington County, Utah (the "Declaration"). This Amendment affects real property that is located in Washington County, Utah and more particularly described on Exhibit "A" that is attached hereto.

AMENDMENTS

Section 1.14 of the Declaration is hereby amended to read as follows:

1.14 Declarant. Declarant shall mean Peregrine Partners, LLC., its successors and any person or entity to which it shall delegate, transfer or assign any rights hereunder, including the assignment of rights upon annexation as provided for in Section 15.4 of the Declaration.

Section 1.30 of the Declaration is hereby amended to read as follows:

1.30 Rules and Regulations. Rules and Regulations shall mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable (i) to aid it in administering the affairs of the Association, (ii) to ensure that the Property is maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the Common Areas and to regulate the personal conduct of the Members and their guests thereon, and (iv) to establish penalties for the infractions thereof, as such rules and regulations may be amended from time to time. Declarant shall be exempt from the provisions, restrictions, and requirements of this Section, as

**SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED**

the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

Section 4.1 of the Declaration is hereby amended to read as follows:

4.1 Vote Distribution. The Association shall have the following two classes of voting membership:

(a) Class A. Class A Members shall be all the Owners. Class A Members shall be entitled to one vote for each Lot owned. In no event shall more than one Class A vote exist with respect to any Lot.

(b) Class B. The Class B member is the Declarant. The Class B member is entitled to three (3) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership on the happening one of the following events, whichever occurs earlier:

(i) 60 days after 75% of the Lots that may be created are conveyed to Lot Owners other than a Declarant; or

(ii) Seven years after Declarant has ceased to offer Lots for sale in the Property in the ordinary course of business; or

(iii) the day Declarant, after giving written notice to the Lot Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

Section 6.8 of the Declaration is hereby amended to read as follows:

6.8 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments herein:

(a) All portions of the Property dedicated to and accepted by a local public authority;

(b) The Common Area owned by the Association in fee; and

(c) Any Lots owned by the Declarant.

Section 7.4 of the Declaration is hereby amended to read as follows:

7.4 Trust Deed for Assessments. By acceptance of a deed for a Lot, each Owner as Trustor conveys and warrants to a Trustee in trust for the Association as Beneficiary, with power of sale, the Owner's Lot and all Improvements thereon for the purpose of securing payment of all assessments (including basis of collection) provided for in the Declaration. For purposes of this Section and Utah Code Ann. §§ 57-1-19, et seq., as amended from time to time the Association shall appoint a trustee who qualifies

under Utah Code Ann. § 57-1-21(1)(a)(i) or (iv) and provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" in the records of the Washington County Recorder. Each Owner hereby also grants to the Association and said Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§ 57-1-19, et seq.

Section 7.5 of the Declaration is hereby amended to read as follows:

7.5 Perfection of Lien and Priority. Upon the recording of a Notice of Lien by the Manager or Board, it become a lien on the Lot Owner's interest in the Lot prior to all other liens and encumbrances, recorded or unrecorded, except:

(a) tax and special assessment liens on the Lot in favor of any assessing governmental entity or special improvement district; and

(b) encumbrances on the interest of the Lot Owner:

(i) recorded prior to the date of the recording of the Notice of Lien; and

(ii) that by law would be a lien prior to subsequently recorded encumbrances.

A duly appointed Trustee, at the direction of the Manager or the Board, may enforce the lien by sale or foreclosure of the Owner's interest in the Lot. The Association through its Manager or Board may bid at any sale or foreclosure. If the Association becomes the owner subsequent to any sale, it may in its sole discretion, hold, lease, mortgage, or convey the Lot.

Section 10.5 of the Declaration is hereby amended to read as follows:

10.5 Parking for Vehicles and Recreational Vehicles. In order to prevent unsafe and unsightly vehicles from being parked on the street for long periods of time, no Vehicles, shall be parked or stored on a public street or right of way within the Property for more than 48 hours in any seven day period. Such vehicles may be stored in the Owner's garage or on a Lot, subject to rules and regulations established by the Association. Notwithstanding the foregoing, any Vehicles that are inoperable shall not be permitted on the Property. No Vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or painted on any Lot unless performed completely within an enclosed garage or other approved structure located on the Lot which screens the sight and sound of such activity from the streets and adjacent Lots. The Board may enforce this provision by giving notice to the Owner of the violation, or when the Owner is not readily available, by giving notice in the form of a written request placed on the vehicle in question. Unless otherwise approved by the Board, no commercial

business equipment is allowed in the Property, other than temporary work equipment required solely for the building of homes.

Section 10.16 of the Declaration is hereby amended to read as follows:

10.16 Driveways. Driveways shall be constructed out of concrete, inlaid brick, or other comparable materials approved by the ACC. Driveways consisting of cinders, sand, gravel, asphalt or dirt shall not be permitted on any Lot. Driveways shall be limited solely to providing a connection between the street and the garage area; no private lanes or streets traversing Lots shall be allowed.

Section 14.5 of the Declaration is hereby amended to read as follows:

14.5 Amendment. Until termination of Declarant's Class B membership status, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) to correct any scrivener's error. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

Except as otherwise specifically provided above, this Declaration may be amended only by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Owners representing at least 67% of the total eligible votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment made by the Lot Owners during the period of time in which Declarant has Class B membership status shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion. Declarant's consent, to be effective, must be provided on the amendment and recorded in the Office of the Utah County Recorder.

Section 15.4 of the Declaration is hereby enacted to read as follows:


15.4 Assignment of Declarant Rights. When property is annexed into the Development as provided in this Article XV, the party that is the owner of property so annexed shall become a co-declarant.

Except as expressly amended herein, all other provisions of the Declaration shall remain in full force and effect. In the event of any conflict between this amendment and the Declaration; the terms of this Amendment shall govern.

The effective date of this First Amendment shall be December 27th 2013

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 27th day of December, 2013.

PEREGRINE PARTNERS, LLC
a Utah non-profit corporation


By: Richard Kimball, Manager

STATE OF UTAH)

COUNTY OF WASHINGTON) ss

On the 27th day of December, 2013, before me personally appeared **Richard Kimball** whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Peregrine Partners, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the company executed the document and the document was the act of the Company for its stated purpose.

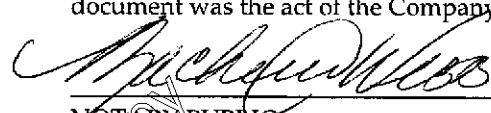

NOTARY PUBLIC



EXHIBIT "A"
[Legal Description]

PEREGRINE POINTE PHASE 1A:

BEGINNING AT A POINT S89°46'44" E, 200.48 FEET ALONG THE SECTION LINE AND N00°04'19"W, 40.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 600 NORTH STREET, AN 80.00 FOOT WIDE HURRICANE CITY PUBLIC STREET AND RUNNING THENCE N00°25'31"E, 119.74 FEET; THENCE N89°34'29"W, 4.00 FEET; THENCE N00°25'31"E, 389.06 FEET; THENCE N03°04'18"W, 70.13 FEET; THENCE N45°53'08"W, 70.43 FEET; THENCE N28°31'05"W, 70.43 FEET; THENCE N38°25'25"W, 67.12 FEET; THENCE N 30°53'59"W, 80.51 FEET; THENCE N18°33'27"W, 100.50 FEET; THENCE N13°44'00"W, 58.00 FEET TO A POINT ON A 333.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, THE RADIUS POINT OF WHICH BEARS S13°44'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 32.45 FEET THROUGH A CENTRAL ANGLE OF 5°35'00" TO THE POINT OF TANGENCY; THENCE N81°51'00"E, 125.23 FEET TO THE POINT OF CURVEATURE OF A 167.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY 46.73 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°44'01"; THENCE S 13°53'01"E, 33.00 FEET TO A POINT ON THE ARC OF A 500.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF WHICH BEARS N13°53'01"W; THENCE NORTHEASTERLY 12.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°24'09"; THENCE S25°11'14"E, 103.93 FEET; THENCE S38°56'18"E, 82.90 FEET; THENCE S30°11'27"E, 82.90 FEET; THENCE S21°26'36"E, 82.90 FEET; THENCE S12°13'18"E, 91.87 FEET; THENCE S03°28'27"E, 73.92 FEET; THENCE S00°25'31"W, 288.51 FEET; THENCE S89°34'29"E, 106.50 FEET; THENCE N00°25'31"E, 3.45 FEET; THENCE S89°34'29"E, 213.00 FEET; THENCE S00°25'31"W, 6.31 FEET; THENCE S89°34'29"E 106.50 FEET; THENCE S00°25'31"W, 112.14 FEET; THENCE S89°34'29"E, 1.00 FEET; THENCE S00°25'31"W, 117.43 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 600 NORTH STREET, THENCE N89°46'44"W, 647.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINS 7.66 ACRES.