



When recorded mail to:

Desert Color Manager LLC
c/o Clyde Properties LLC
730 North 1500 West
Orem, Utah 84057

Tax Parcel Nos. SG-5-3-31-SLL, SG-6-3-23-221,
SG-3-23-222, SG-6-3-24-345, SG-6-3-24-344,
SG-6-3-25-412, SG-5-3-31-433-SLL, SG-6-3-26-110

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
TERMS AND RESERVATIONS FOR DESERT COLOR COMMUNITY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, TERMS AND RESERVATIONS FOR DESERT COLOR COMMUNITY (the “**First Amendment**”) is made and executed this _____ day of _____, 2019, by **DESERT COLOR ST. GEORGE, LLC**, a Utah limited liability company (“**Declarant**”).

RECITALS

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions, Easements, Terms and Reservations for Desert Color Community dated December 20, 2018 and recorded December 20, 2018 as Document No. 20180050210 in the official records of the Washington County Recorder, State of Utah (the “**Declaration**”). The Declaration affects the real property described in **Exhibits A** and **B** attached hereto and incorporated herein by this reference;

WHEREAS, pursuant to Section 20.1 of the Declaration, during the Declarant Control Period, Declarant has the right to unilaterally amend the Declaration for any purpose not specifically addressed in said Section 20.1, provided such amendment has no material adverse effect upon the rights of more than 15% of the Members;

WHEREAS, Declarant desires to (i) amend the definition of Reinvestment Fee Rate to reference the Reinvestment Fee rates provided in Section 6.15 of the Declaration, (ii) amend the first sentence of said Section 6.15 to provide additional clarity with respect to Reinvestment Fees applicable to Transfers from Builders as compared to Transfers from Persons other than Builders, and (iii) remove the exclusivity restriction set forth in Section 8.30 of the Declaration as it is no longer necessary; and

WHEREAS, the amendments set forth in this First Amendment are not otherwise specifically addressed in said Section 20.1 and will have no material adverse effect upon the rights of more than 15% of the Members.

AGREEMENT

NOW, THEREFORE, pursuant to Section 20.1 of the Declaration, Declarant hereby amends the Declaration as follows:

1. **Incorporation of Recitals; Capitalized Terms.** Declarant intends that the statements set forth in the above Recitals are to be part of this First Amendment and incorporates the same herein by this reference. Capitalized terms used in this First Amendment that are not defined herein shall have the meanings given to them in the Declaration.

2. **Amendment to Article II Definition of Reinvestment Fee Rate.** The definition of Reinvestment Fee Rate set forth in Article II of the Declaration is hereby amended to read as follows:

“**Reinvestment Fee Rate**” means the rate of the Reinvestment Fee assessed by the Master Association upon the Transfer of any Lot, Unit or Parcel in accordance with Section 6.15, unless and until the Board shall adopt a different rate, provided that the Board shall not set a rate higher than two percent (2%) of the Gross Sales Price of any Lot, Unit or Parcel unless such rate is approved by the affirmative vote of a majority of the votes entitled to be cast by Members at a meeting duly called for such purpose.

3. **Amendment to Section 6.15.** The first sentence of Section 6.15 of the Declaration is hereby amended to read as follows:

Excluding any (i) sales or Transfers between Declarant and SITLA or any Affiliates of Declarant and their successors and assigns as Declarant, and (ii) sales of Lots, Units or Parcels from Declarant or any Affiliate of Declarant (or their successors and assigns as Declarant) to any third parties, a reinvestment fee (“**Reinvestment Fee**”) shall be paid by or on behalf of the purchaser of each Lot, Unit or Parcel equal to (a) One Thousand Dollars (\$1,000.00) for each Lot, Unit or Parcel (either improved or unimproved) acquired in a sale or other Transfer from a Builder, (b) sixty-five hundredths percent (0.65%) of the Gross Sales Price of each residential Lot, Unit or Parcel (either improved or unimproved) acquired in a sale or other Transfer from a Person other than a Builder, or (c) five-tenths percent (0.5%) of the Gross Sales Price of each commercial Lot, Unit or Parcel (either improved or unimproved) acquired in a sale or other Transfer from a Person other than a Builder.

4. **Removal of Section 8.30.** Section 8.30 of the Declaration and the corresponding Exhibit “D” referenced therein, are hereby deleted in their entirety.

5. **Remaining Terms Unchanged.** In the event of any conflict between the provisions of the Declaration and the provisions of this First Amendment, the provisions of this First Amendment shall control. Except as amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect.


6. **Interpretation.** This First Amendment shall be interpreted and construed in accordance with the laws of the State of Utah. Nothing herein shall be interpreted or construed as granting any rights or privileges, or as modifying any of the terms of the Declaration, except as expressly set forth in this First Amendment.

[Signature pages follow]

IN WITNESS WHEREOF, Declarant has executed this First Amendment on this _____ day of _____, 2019.

DESERT COLOR ST. GEORGE, LLC,
a Utah limited liability company

By: Desert Color Manager LLC,
a Utah limited liability company
Its: Manager

By: 
Brook Cole, Manager

STATE OF UTAH)
)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Brook Cole, as Manager of Desert Color Manager LLC, a Utah limited liability company, the Manager of Desert Color St. George, LLC, a Utah limited liability company.



Notary Public



EXHIBIT A

PROPERTY

The real property located in Washington County, State of Utah, more particularly described as follows:

DESERT COLOR SOUTHERN PARCEL:

Beginning at a point which is North 88°46'19" West 1879.38 feet along the North section line and South 00°00'00" East 3148.23 feet from the North 1/4 corner of Section 35, Township 43 South, Range 16 West of the Salt Lake Base and Meridian said point also being a point on the state line between the State of Utah and the State of Arizona said point also being the Southeasterly corner of the Nature Conservancy parcel with Parcel ID No. SG-6-3-35-112 and running thence along the Easterly boundary of said Nature Conservancy parcel North 01°04'41" East 470.84 feet to the Southeasterly corner of the Nature Conservancy parcel with Parcel ID No. SG-6-3-35-430; thence along the Easterly boundary of said Nature Conservancy parcel North 01°04'40" East 976.74 feet to the Northeasterly corner of said Nature Conservancy parcel said corner also being on the Easterly Right of Way of Interstate 15; thence along said Easterly Right of Way through the following six (6) courses: North 28°34'00" East 114.56 feet; thence North 55°35'40" East 223.87 feet; thence North 28°34'22" East 2200.00 feet; thence South 61°25'38" East 250.00 feet; thence South 75°27'48" East 206.16 feet; thence North 30°16'12" East 1350.34 feet; thence leaving said Easterly Right of Way North 81°19'41" East 249.88 feet; thence North 08°40'19" West 400.00 feet; thence South 81°19'41" West 249.65 feet to a point on said Easterly Right of Way; thence along said Easterly Right of Way through the following five (5) courses: North 08°39'43" West 228.21 feet; thence North 28°41'53" East 299.57 feet; thence North 16°45'54" East 200.61 feet; thence North 14°54'48" East 728.00 feet; thence North 28°34'00" East 2864.00 feet to a point on the Southwesterly Right of Way of the Atkinville Interchange; thence along said Southwesterly Right of Way through the following twenty five (25) courses: North 33°39'43" East 676.43 feet; thence North 42°22'04" East 238.09 feet to the point of curvature of a 57.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 88.59 feet through a central angle of 89°02'52" the chord of said curve bears North 86°53'30" East for a distance of 79.94 feet to the point of tangency; thence South 48°35'04" East 153.04 feet; thence South 51°52'44" East 37.25 feet; thence South 51°38'00" East 46.28 feet to the point of curvature of a 500.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 105.87 feet through a central angle of 12°07'55" the chord of said curve bears South 45°34'02" East for a distance of 105.67 feet to the point of tangency; thence South 39°30'04" East 150.78 feet to the point of curvature of an 800.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 130.28 feet through a central angle of 09°19'49" the chord of said curve bears South 35°09'03" East for a distance of 130.13 feet to the point of tangency; thence South 30°18'38" East 78.99 feet; thence South 34°28'13" East 88.02 feet; thence South 27°49'54" East 97.89 feet; thence South 27°49'54" East 107.28 feet; thence South 27°49'54" East 7.76 feet; thence South 24°58'12" East 480.75 feet to the point of curvature of a 180.40 foot radius curve to the right; thence Southwesterly along the arc of a said curve 300.00 feet through the central angle of 95°16'49" the chord of said curve bears South 22°43'10" West for a distance of 266.60 feet to the point of a 600.00 foot radius compound curve to the right;

thence Southwesterly along the arc of said curve 225.56 feet through a central angle of 21°32'22" the chord of said curve bears South 81°34'15" West for a distance of 224.23 feet to the point of tangency; thence North 88°11'29" West 104.94 feet to the point on the arc of a 1955.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 136.99 feet through a central angle of 04°00'53" the chord of said curve bears South 04°09'41" West for a distance of 136.96 feet to the point of tangency; thence South 02°09'14" West 17.91 feet; thence North 85°45'20" East 53.53 feet; thence South 86°14'05" East 139.05 feet; thence South 88°01'08" East 141.37 feet; thence North 89°44'45" East 157.82 feet to the point of curvature of a 196.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 139.11 feet through a central angle of 40°39'59" the chord of said curve bears South 69°55'16" East a distance of 136.21 feet to a point on the arc of a 196.00 foot radius curve to the right said point being common to said Southwesterly Right of Way of Atkinville Interchange and the Southerly Right of Way of the Southern Parkway; thence leaving said Southwesterly Right of Way of Atkinville Interchange and along said Southerly Right of Way of the Southern Parkway through the following twenty two (22) courses: Southeasterly along the arc of said 196.00 foot radius curve 78.64 feet through a central angle of 22°59'15" the chord of said curve bears South 38°05'39" East 78.11 feet to the point of tangency; thence South 26°36'08" East 844.17 feet; thence South 28°11'38" East 237.59 feet to the point of curvature of a 2710.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 465.78 feet through a central angle of 09°50'52" the chord of said curve bears South 33°13'16" East for a distance of 465.21 feet to the point of tangency; thence South 37°58'14" East 344.81 feet; thence South 38°35'35" East 702.55 feet; thence South 37°08'17" East 128.76 feet; thence South 40°21'00" East 74.61 feet; thence South 35°26'19" East 257.64 feet to the point of curvature of a 3835.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 347.55 feet through a central angle of 05°11'33" the chord of said curve bears South 35°57'58" East a distance of 347.43 feet to the point of tangency; thence South 32°42'47" East 193.47 feet; thence South 30°52'15" East 685.71 feet; thence South 30°24'56" East 824.93 feet; thence South 30°55'10" East 21.77 feet; thence South 30°55'10" East 100.00 feet; thence South 30°55'10" East 389.26 feet; thence South 32°11'25" East 274.63 feet; thence South 34°43'57" East 606.70 feet to the point of curvature of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 789.48 feet through a central angle of 06°09'15" the chord of said curve bears South 42°32'12" East a distance of 789.10 feet to the point on the arc of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 2555.47 feet through a central angle of 19°55'15" the chord of said curve bears South 55°34'27" East a distance of 2542.62 feet to a point on the arc of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 100.00 feet through a central angle of 00°46'46" the chord of said curve bears South 65°55'28" East a distance of 100.00 feet to a point on the arc of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 2751.51 feet through a central angle of 21°26'56" the chord of said curve bears South 77°02'19" East 2735.47 feet to a point of non-tangency; thence South 02°14'12" West 73.75 feet to a point on the state line between the State of Utah and the State of Arizona; thence along said state line through the following four (4) courses: North 88°43'10" West 2641.36 feet to state line marker No. 26; thence North 88°43'10" West 5287.61 feet to state line marker No. 25; thence North 88°43'26" West 5277.59 feet to state line marker No. 24; thence North 88°43'03" West 1429.48 feet to the point of beginning.

Less and excepting that portion of property lying within the dedicated Right of Way of Black Mountain Drive as shown on the Roadway Dedication plat thereof recorded as Document No. 20090041241 in the office of the Washington County Recorder in said County in the State of Utah also less and excepting that portion of property lying within the dedicated Right of Way of Astragalus Drive as shown on the Roadway Dedication plat thereof recorded as Document No. 20090026781 in the office of said Washington County Recorder.

Parcel Nos. SG-5-3-31-SLL, SG-6-3-23-221, SG-3-23-222

DESERT COLOR NORTHERN PARCEL (A PORTION THEREOF):

Beginning at the South 1/4 Corner of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian. Running thence along the Center Section line of Section 25 South 01°15'53" West 642.36 feet; thence South 06°41'39" East 1100.21 feet; thence South 52°24'35" West 400.00 feet to a point on the arc of a curve to the left having a radius of 15150.00 feet, said point also being on the Northerly Right-of-Way of State Route 7, thence along said Right-of-Way the following five (5) courses: Northwesterly 301.11 feet along the arc of said curve through a central angle of 01°08'20", the radial direction bears South 52°24'35" West, to the point of non-tangency; thence North 38°43'44" West 58.48 feet to a point on the arc of a curve to the right having a radius of 4770.00 feet; thence Northwesterly 1262.98 feet along the arc of said curve through a central angle of 15°10'14", the radial direction bears North 51°16'16" East; thence North 23°33'44" West 456.30 feet; thence North 23°33'30" West 410.00 feet to Northeasterly Right of Way of Atkinville Interchange and thence along said Northeasterly Right of Way through the following six (6) courses: North 42°00'27" East 249.93 feet to the point of curvature of a 337.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 382.41 feet through a central angle of 65°00'59" the chord of said curve bears North 09°30'27" East for a distance of 362.22 feet to the point of tangency; thence North 23°00'02" West 287.12 feet to the point of curvature of a 456.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 295.96 feet through a central angle of 37°11'14" the chord of said curve bears North 41°35'39" West for a distance of 290.79 feet to the point of tangency; thence North 60°11'16" West 56.89 feet; thence North 49°12'22" West 46.69 feet to a point on the Easterly Right of Way of Astragalus Drive said point also being a point on the arc of a 2045.00 foot radius curve to the left; thence along said Easterly Right of Way through the following four (4) courses: Northeasterly along the arc of said curve 599.23 feet through a central angle of 16°47'20" the chord of said curve bears North 17°01'25" East for a distance of 597.09 feet to the point of reverse curvature of a 1955.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 489.38 feet through a central angle of 14°20'33" the chord of said curve bears North 15°48'01" East for a distance of 488.11 feet to the point tangency; thence North 20°57'24" East 144.88 feet; thence North 89°20'58" West 47.35 feet to a point on the Easterly boundary of the Kenworth Sales Company Inc. parcel recorded as Entry No. RS006903-16 in the office of the Washington County Recorder, in said County, in the State of Utah said point also being a point on the arc of a 2015.00 foot radius curve to the left and running thence along said Easterly boundary through the following four (4) courses: Northeasterly along the arc of said curve 594.10 feet through a central angle of 16°53'35" the chord of said curve bears North 10°54'16" East for a distance of 591.95 feet to the point of

tangency; thence North 02°27'28" East 805.89 feet; thence North 15°03'11" West 307.76 feet; thence North 06°45'25" East 185.68 feet to a point on the Easterly Right of Way of Interstate 15; thence along said Easterly Right of Way North 28°34'00" East 38.33 feet; thence leaving said Easterly Right of Way South 72°53'53" East 1313.40 feet to the Center Section line of Section 24 of said Township 43 South Range 16 West; thence along the Center Section line South 01°16'53" West 3951.70 feet to the South ¼ Corner of Section 24, Township 43 South, Range 16 West Salt Lake Base and Meridian, said point also being the point of beginning.

Containing 7,208,826 sq. ft. or 165.49 acres.

Parcel Nos. SG-6-3-24-345, SG-6-3-24-344, SG-6-3-25-412, SG-5-3-31-433-SLL, SG-6-3-26-110

EXHIBIT B

**ADDITIONAL PROPERTY
(North and East Areas)**

Any real property located in the North Option Parcel, East Option Parcel, or within ten (10) miles of the perimeter boundary of the real property to be added to the Declaration by Supplement to the Declaration as defined in and pursuant to the terms of that certain Development Lease Number 1100 between the State of Utah, acting through the School and Institutional Trust Lands Administration, as "Lessor," and Desert Color St. George, LLC, a Utah limited liability company, as "Lessee," dated September 11, 2017, and recorded on September 12, 2017, as Document No. 20170036996 in the official records of the Washington County Recorder, State of Utah, as the same may be amended from time to time.