

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

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**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.

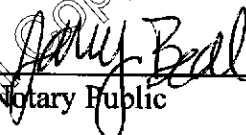
**DESERT COLOR ST. GEORGE, LLC,**  
a Utah limited liability company

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 30<sup>th</sup> 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  $88^{\circ}46'19''$  West 1879.38 feet along the North section line and South  $00^{\circ}00'00''$  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  $01^{\circ}04'41''$  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  $01^{\circ}04'40''$  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  $28^{\circ}34'00''$  East 114.56 feet; thence North  $55^{\circ}35'40''$  East 223.87 feet; thence North  $28^{\circ}34'22''$  East 2200.00 feet; thence South  $61^{\circ}25'38''$  East 250.00 feet; thence South  $75^{\circ}27'48''$  East 206.16 feet; thence North  $30^{\circ}16'12''$  East 1350.34 feet; thence leaving said Easterly Right of Way North  $81^{\circ}19'41''$  East 249.88 feet; thence North  $08^{\circ}40'19''$  West 400.00 feet; thence South  $81^{\circ}19'41''$  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  $08^{\circ}39'43''$  West 228.21 feet; thence North  $28^{\circ}41'53''$  East 299.57 feet; thence North  $16^{\circ}45'54''$  East 200.61 feet; thence North  $14^{\circ}54'48''$  East 728.00 feet; thence North  $28^{\circ}34'00''$  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  $33^{\circ}39'43''$  East 676.43 feet; thence North  $42^{\circ}22'04''$  East 238.09 feet to the point of curvature of a 52.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 88.59 feet through a central angle of  $89^{\circ}02'52''$  the chord of said curve bears North  $86^{\circ}53'30''$  East for a distance of 79.94 feet to the point of tangency; thence South  $48^{\circ}35'04''$  East 153.04 feet; thence South  $51^{\circ}52'44''$  East 37.25 feet; thence South  $51^{\circ}38'00''$  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  $12^{\circ}07'55''$  the chord of said curve bears South  $45^{\circ}34'02''$  East for a distance of 105.67 feet to the point of tangency; thence South  $39^{\circ}30'04''$  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  $09^{\circ}19'49''$  the chord of said curve bears South  $35^{\circ}09'03''$  East for a distance of 130.13 feet to the point of tangency; thence South  $30^{\circ}18'38''$  East 78.99 feet; thence South  $34^{\circ}28'13''$  East 88.02 feet; thence South  $27^{\circ}49'54''$  East 97.89 feet; thence South  $27^{\circ}49'54''$  East 107.28 feet; thence South  $27^{\circ}49'54''$  East 7.76 feet; thence South  $24^{\circ}58'12''$  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  $95^{\circ}16'49''$  the chord of said curve bears South  $22^{\circ}43'10''$  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  $21^{\circ}32'22''$  the chord of said curve bears South  $81^{\circ}34'15''$  West for a distance of 224.23 feet to the point of tangency; thence North  $88^{\circ}11'29''$  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  $04^{\circ}00'53''$  the chord of said curve bears South  $04^{\circ}09'41''$  West for a distance of 136.96 feet to the point of tangency; thence South  $02^{\circ}09'14''$  West 17.91 feet; thence North  $85^{\circ}45'20''$  East 53.53 feet; thence South  $86^{\circ}14'05''$  East 139.05 feet; thence South  $88^{\circ}01'08''$  East 141.37 feet; thence North  $89^{\circ}44'45''$  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  $40^{\circ}39'59''$  the chord of said curve bears South  $69^{\circ}55'16''$  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  $22^{\circ}59'15''$  the chord of said curve bears South  $38^{\circ}05'39''$  East 78.11 feet to the point of tangency; thence South  $26^{\circ}36'08''$  East 844.17 feet; thence South  $28^{\circ}11'38''$  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  $09^{\circ}50'52''$  the chord of said curve bears South  $33^{\circ}13'16''$  East for a distance of 465.21 feet to the point of tangency; thence South  $37^{\circ}58'14''$  East 344.81 feet; thence South  $38^{\circ}35'35''$  East 702.55 feet; thence South  $37^{\circ}08'17''$  East 128.76 feet; thence South  $40^{\circ}21'00''$  East 74.61 feet; thence South  $35^{\circ}26'19''$  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  $05^{\circ}11'33''$  the chord of said curve bears South  $35^{\circ}57'58''$  East a distance of 347.43 feet to the point of tangency; thence South  $32^{\circ}42'47''$  East 193.47 feet; thence South  $30^{\circ}52'15''$  East 685.71 feet; thence South  $30^{\circ}24'56''$  East 824.93 feet; thence South  $30^{\circ}55'10''$  East 21.77 feet; thence South  $30^{\circ}55'10''$  East 100.00 feet; thence South  $30^{\circ}55'10''$  East 389.26 feet; thence South  $32^{\circ}11'25''$  East 274.63 feet; thence South  $34^{\circ}43'57''$  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  $06^{\circ}09'15''$  the chord of said curve bears South  $42^{\circ}32'12''$  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  $19^{\circ}55'15''$  the chord of said curve bears South  $55^{\circ}34'27''$  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  $00^{\circ}46'46''$  the chord of said curve bears South  $65^{\circ}55'28''$  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  $21^{\circ}26'56''$  the chord of said curve bears South  $77^{\circ}02'19''$  East 2735.47 feet to a point of non-tangency; thence South  $02^{\circ}14'12''$  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  $88^{\circ}43'10''$  West 2641.36 feet to state line marker No. 26; thence North  $88^{\circ}43'10''$  West 5287.61 feet to state line marker No. 25; thence North  $88^{\circ}43'26''$  West 5277.59 feet to state line marker No. 24; thence North  $88^{\circ}43'03''$  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.