

Amended Restrictive Covenants Page 1 of 4  
 Russell Shirts Washington County Recorder  
 01/30/2017 03:24:10 PM Fee \$16.00 By  
 MERIDIAN TITLE COMPANY

Recorded at the Request of:

Perry Development, LLC  
 17 E. Winchester St., Ste. 200  
 Murray, UT 84107  
 Attn: Legal Counsel

**FOURTH AMENDMENT TO THE DECLARATION OF THE COVENANTS,  
 CONDITIONS RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
 PERIGRINE POINTE SUBDIVISION**

THIS FOURTH AMENDMENT TO THE DECLARATION OF THE COVENANTS,  
 CONDITIONS RESTRICTIONS AND RESERVATION OF EASEMENT FOR PERIGRINE  
 POINT SUBDIVISION (the "Fourth Amendment") is made by successor Declarant, Perry  
 Development, LLC, a limited liability company, hereinafter referred to as "Declarant."

**PREAMBLE**

A. Declarant is the "Declarant" pursuant to an assignment of declarant's rights granted in accordance with Section 1.14 of that certain First Amendment of Covenants, Conditions, Restrictions, and Reservation of Easements for Peregrine Pointe Subdivision recorded December 31, 2013 as Entry No. 20130047644 in the Official Records of the Washington County Recorder's Office (the "First Amendment"), which amended that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Peregrine Point Subdivision recorded April 7, 2006 as Entry No. 20060013216 in the Official Records of the Washington County Recorder's Office, and as supplemented, clarified, and amended by the First Amendment, Second Amendment, Third Amendment and prior annexation and supplementation agreements (Hereinafter referred to as "Declaration").

B. Pursuant to Section 14.5 of the First Amendment, Declarant is specifically authorized to amend the Declaration.

THEREFORE, the Declarant hereby amends and declares as follows for all of the Property covered by the Declaration described on Exhibit A:

**AMENDMENTS**

Section 7.4 of the First Amendment is hereby deleted in its entirety and is of no further force and effect

Section 10.5 of the Declaration is hereby amended and restated in its entirety 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 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 a 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 a violation, or when the Owner is not readily available, by giving notice in the form of a written request for compliance placed on the vehicle in question. Any commercial vehicles or commercial equipment must be likewise stored or used within a garage or other approved structure except for temporary work equipment associated with the construction of homes or development occurring on the Property.

**[END OF AMENDMENTS]**

Except as otherwise set forth herein, the provisions of the Declaration and all previous amendments thereto shall continue in full force and effect as against the Property. In the event of any conflict between this Fourth Amendment and the Declaration and any other amendments thereto, the terms and provisions of this Fourth Amendment shall govern in all respects.

Declarant, has executed this Fourth Amendment on this 13 day of JANUARY, 2017, but this Fourth Amendment shall not be effective until recorded in the office of the Washington County Recorder.

**[SIGNATURE PAGE FOLLOWS]**

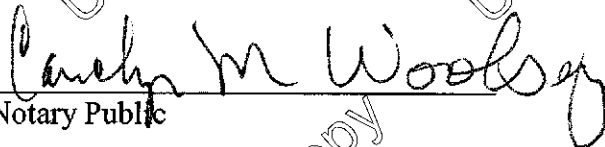
**Declarant:**

PERRY DEVELOPMENT, LLC

  
\_\_\_\_\_  
By: William O. Perry, IV  
Its: Manger

STATE OF UTAH, )  
 )  
 ) :ss.  
County of Salt Lake )

On this 19 day of January, 2017, personally appeared before me William O. Perry, IV in his capacity as Manager of Declarant, and that he executed the foregoing Second Amendment on behalf of said company being authorized and empowered to do so by the operating agreement, and he did duly acknowledge to me that such company executed the same for the uses and purposes stated therein.

  
\_\_\_\_\_  
Notary Public



**Exhibit A****Property Legal Description**

All of the lots contained in the Peregrine Pointe Subdivision Phases 1-A, 1-B and 2-A as per plats thereof recorded in the Washington County Recorder's Office, State of Utah.

**Tax ID Nos:**

H-PERP-1-A-131	H-PERP-1-B-196	H-PERP-2-A-188
H-PERP-1-A-132	H-PERP-1-B-197	H-PERP-2-A-189
H-PERP-1-A-133	H-PERP-1-B-198	
H-PERP-1-A-134	H-PERP-1-B-199	
H-PERP-1-A-135	H-PERP-1-B-200	
H-PERP-1-A-136	H-PERP-1-B-203	
H-PERP-1-A-137	H-PERP-1-B-204	
H-PERP-1-A-176	H-PERP-1-B-205	
H-PERP-1-A-177	H-PERP-1-B-206	
H-PERP-1-A-201	H-PERP-1-B-207	
H-PERP-1-A-202	H-PERP-1-B-208	
H-PERP-1-A-213	H-PERP-1-B-209	
H-PERP-1-A-214	H-PERP-1-B-210	
H-PERP-1-A-215	H-PERP-1-B-211	
H-PERP-1-A-216	H-PERP-1-B-212	
H-PERP-1-A-217	H-PERP-2-A-154	
H-PERP-1-A-218	H-PERP-2-A-155	
H-PERP-1-A-219	H-PERP-2-A-156	
H-PERP-1-A-220	H-PERP-2-A-157	
H-PERP-1-A-221	H-PERP-2-A-158	
H-PERP-1-A-222	H-PERP-2-A-159	
H-PERP-1-A-223	H-PERP-2-A-160	
H-PERP-1-A-224	H-PERP-2-A-161	
H-PERP-1-A-225	H-PERP-2-A-170	
H-PERP-1-A-226	H-PERP-2-A-171	
H-PERP-1-A-227	H-PERP-2-A-172	
H-PERP-1-A-228	H-PERP-2-A-173	
H-PERP-1-A-229	H-PERP-2-A-174	
H-PERP-1-A-230	H-PERP-2-A-175	
H-PERP-1-A-231	H-PERP-2-A-178	
H-PERP-1-A-232	H-PERP-2-A-179	
H-PERP-1-A-233	H-PERP-2-A-180	
H-PERP-1-A-234	H-PERP-2-A-181	
H-PERP-1-B-190	H-PERP-2-A-182	
H-PERP-1-B-191	H-PERP-2-A-183	
H-PERP-1-B-192	H-PERP-2-A-184	
H-PERP-1-B-193	H-PERP-2-A-185	
H-PERP-1-B-194	H-PERP-2-A-186	
H-PERP-1-B-195	H-PERP-2-A-187	