

Recorded at the Request of:

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

FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF THE RESERVE

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS OF THE RESERVE (the "First Amendment") is made by Declarant, Perry Development, LLC, a limited liability company, hereinafter referred to as "Declarant."

PREAMBLE

A. Declarant is the "Declarant" pursuant to Declaration of Protective Covenants of the Reserve recorded as Entry No.410700 in the Official Records of the Tooele County Recorder's Office (the "Declaration").

B. Pursuant to Article IX, Section 3 of the Declaration, Declarant is specifically authorized to amend the Declaration unilaterally as long as Declarant is the owner of at least fifty percent of the Lots within the Tract.

C. As if the date of this First Amendment, Declarant is the owner of fifty percent of the Lots within the Tract.

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

AMENDMENTS

Article IV, Section 1 of the Declaration is hereby amended and restated in its entirety as follows:

1. **Land Use and Building Type.** This is a residential subdivision and all Lots must be used exclusively for residential purposes, which includes both the architecture and appearance of the buildings and the nature of their use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, except that certain sheds and outbuildings of reasonable size and scope shall be permitted on a Lot with the written approval of the Declarant obtained prior to construction or installation. The plans for any homes built on the Project by a builder other than the Declarant, Perry Homes, Inc., Perry Homes Utah, Inc. or any affiliate or related companies of any of the foregoing must be approved by the Declarant in writing prior to the commencement of construction. Any homes built by Declarant, Perry Homes, Inc., Perry Homes Utah, Inc. or any affiliate or related companies of any of the foregoing shall be deemed approved and shall not be subject to any further review by the Architectural Control Committee. The provisions of this Paragraph shall not be amended without the express consent of the Declarant.

[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 First Amendment and the Declaration and any other amendments thereto, the terms and provisions of this First Amendment shall govern in all respects.

Declarant, has executed this First Amendment on this 10th day of July, 2017, but this Second Amendment shall not be effective until recorded in the office of the ~~Washington~~ County Recorder.

Toole

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

THE RESERVES PHASE 1 SUBDIVISION

LOTS 101 TO 112 OF THE RESERVE PHASE 1 SUBDIVISION AS RECORDED UNDER ENTRY #399871 AT THE TOOELE COUNTY RECORDER'S OFFICE.

18-080-00101

THE RESERVES PHASE 2 SUBDIVISION

LOTS 201 TO 213 OF THE RESERVE PHASE 2 SUBDIVISION AS RECORDED UNDER ENTRY #403442 AT THE TOOELE COUNTY RECORDER'S OFFICE.

THE RESERVES PHASE 3 SUBDIVISION

LOTS 301 TO 329 OF THE RESERVE PHASE 3 SUBDIVISION AS RECORDED UNDER ENTRY #451459 AT THE TOOELE COUNTY RECORDER'S OFFICE.

19-075-0-0301