

Recorded at the Request of:

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



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

(Applicable to only a portion of the Property covered by the Declaration)

THIS SECOND AMENDMENT TO THE DECLARATION OF THE COVENANTS,
CONDITIONS RESTRICTIONS AND RESERVATION OF EASEMENT FOR PERIGRINE
POINT SUBDIVISION (the "Second 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").

B. Declarant is the owner of that certain real property located in the City of
Hurricane, County of Washington, State of Utah, all of which is described as follows (the
"Property"):

See Exhibit "A" – Legal Description attached hereto.

C. The Property is a part of the property as defined in that certain Declaration of
Covenants, Conditions, and Restrictions and Restriction 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 and prior annexation and supplementation agreements
(Hereinafter referred to as "Declaration").

D. 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:

AMENDMENTS

Section 10.24 is hereby enacted and made part of the Declaration with respect solely to the Property as follows:

10.24 Short Term Vacation Rental. Notwithstanding any prohibition to the contrary in this Article X or any other provisions of the Declaration or any amendment thereto, unless prohibited by ordinance of Hurricane City or the act of any other governmental entity with jurisdiction over the Property, any Dwelling Unit Constructed on a Lot within the Property may be utilized and rented by its Owner as a short term vacation rental property for periods of less than 30 days in accordance with the following:

- (a) Any Dwelling Unit so rented shall be continuously managed by a third party professional management company licensed or permitted to manage short-term vacation rental units which shall ensure as a part of such management that all occupants comply with the requirements and provisions of the Declaration and any rules promulgated that govern the Association and its Property;
- (b) No RV's, boats or non-standard vehicles shall be parked by any occupant of a short term rented Dwelling Unit on any driveways or streets of the Property nor shall the rental occupants of any short term rented Dwelling Unit be permitted to park regular vehicles for any periods longer than one hour on any roads of the Property but instead shall limit the parking of regular vehicles to the driveways or garages at the Dwelling Unit Lot (these restrictions apply irrespective of the provisions of Section 10.5 hereof);
- (c) The Declarant and the Association shall be reasonably empowered to establish additional rules and regulations relating to the maintenance, operation and conduct of occupants of or at any Dwelling Unit that is rented as a short term vacation rental at 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 Second Amendment and the Declaration and any other amendments thereto, the terms and provisions of this Second Amendment shall govern in all respects.

Declarant, has executed this Second Amendment on this 21 day of MAY, 2015, but this Second Amendment shall not be effective until recorded in the office of the Washington County Recorder.

[SIGNATURE PAGE FOLLOWS]

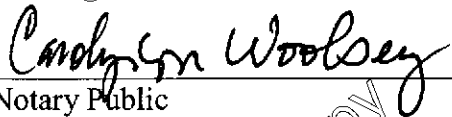
Declarant:

PERRY DEVELOPMENT, LLC


By: William O. Perry, III
Its: Manger

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

On this 27th day of May, 2015, personally appeared before me William O. Perry, III 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

All of lot numbers 190 through 200 and 203 through 212, inclusive, in Peregrine Pointe Phase 1-B which is located in Section 36, Township 41 South, Range 13 West, SLB&M, Washington County, Utah, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.