

WHEN RECORDED, RETURN TO:
Perry Multifamily, Inc.
17 E. Winchester St. Suite 200
Murray, UT 84107

ENT64882:2020 PG 1 of 4
Jeffery Smith
Utah County Recorder
2020 May 14 09:11 AM FEE 110.00 BY SW
RECORDED FOR Meridian Title Company
ELECTRONICALLY RECORDED

Dated May 11, 2020

Space Above for Recorder's Use Only

**AMENDMENT NO. 2 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENT FOR RIDGEVIEW TOWNHOMES, A PLANNED UNIT
DEVELOPMENT**

RECITALS

WHEREAS, the undersigned Perry Multifamily, Inc., the successor in interest to Sunset Ridge at South Mountain, L.C. (the "Declarant") is the Declarant of that certain real property situated in Utah County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Property");

WHEREAS, the Declarant or its predecessor in interest previously recorded a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Ridgeview Townhomes, a Planned Unit Development, as amended (the "Declaration") whereby Declarant subjected all of the Property to all of the covenants, conditions, restrictions, reservations of easements, liens and charges provided for therein, each and all of which is and are for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind successors in interest, and any Owner thereof;

WHEREAS, the Declarant, pursuant to Article XV, Section 4 of the Declaration, has deemed it desirable to amend the Declaration pursuant to the provisions of this Amendment No.2 to the Declaration of Covenants, Conditions and Restrictions and Reservations of Easement for Ridgeview Townhomes, a Planned Unit Development ("Amendment No. 2");

WHEREAS, pursuant to the Declaration, the Declarant is empowered to execute, record and cause this Amendment No. 1 to become effective as against the Property by virtue of Declarant's ownership interest in the Property;

WHEREAS, this Amendment No. 2 when executed and recorded in the Office of the Utah County Recorder shall become effective as against the Property and the Property shall be subject hereto and the Declaration shall hereby be amended pursuant to, and to the extent applicable, augmented by this Amendment No. 2

NOW THEREFORE, the Declarant hereby amends, restates and replaces the following sections of the Declaration pursuant to this Amendment No. 2 as follows:

ARTICLE X

Use Restrictions

All real property within the Property shall be held, used and enjoyed pursuant to the following limitations and restrictions, subject to the exemption of the Declarant as provided in Section 5 of this Article X or such other section of this Declaration.

Section 1. Single Family Residences, Business or Commercial Activity. Each Lot shall be used as a residence for a single family. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, other than a home office permitted under applicable zoning ordinances, without the vote of seventy-five percent (75%) of the votes eligible to be cast by Members of the Association and the approval of the Architectural Committee. Provided further, however, the Association shall never be permitted to allow more than fifty percent (50%) of the Lots to be used as a non-owner occupied residences or Dwelling Units, nor shall any Dwelling Unit be permitted to be used in a timesharing or vacation rental type of an arrangement except that the Declarant or its successors and assigns shall be specifically permitted to rent or lease any Lots, residences or Dwelling Units that it owns in the Property indefinitely and without restriction. Further, notwithstanding any provisions herein to the contrary, nothing herein shall be construed as prohibiting the Declarant, its successors and assigns, from using any portion of the Property for a model home site, and display and sales office during the construction and sales period and for a period of three (3) years thereafter in accordance with Article II Section 1 (h), of this Declaration or for an indefinite period thereafter as a rental office for Dwelling Units that it owns at the Property. The provisions of this Article X, Section 1 shall not be amended without the express written consent of the Declarant during any period of time that the Declarant owns any Dwelling Unit at the Property.

[END OF AMENDMENTS]

Except for the specific provisions of the Declaration amended hereby, the Declaration shall remain in full force and effect. In the case of conflict between the provisions of this Amendment No.2 and the Declaration, the provisions of this Amendment No. 2 shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment No. 2 to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Ridgeview Townhomes, a planned unit development, has been executed as of the day and year first written above.

DECLARANT:

PERRY MULTIFAMILY, INC. a Utah corporation

By: [Signature]
Name: William O. Perry IV
Title: President

STATE OF UTAH

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)SS:

COUNTY OF SALT LAKE

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On this 11 day of MAY, 2020, personally appeared before me William O. Perry IV, being duly sworn and the said individual did say that he is the President of Perry Multifamily, Inc. a Utah corporation, and that the within and foregoing Amendment No. 2 was signed on behalf of the said corporation as the President of the Declarant.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

4/16/2023

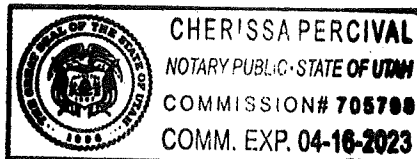


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land described in the foregoing document is located in UTAH COUNTY, UTAH and is described more particularly as follows:

Lots 101 to 144 of RIDGEVIEW TOWNHOMES PHASE 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder,

TOGETHER WITH,

The Common Area and Limited Common Area which are appurtenant to said Lots and are shown on RIDGEVIEW TOWNHOMES PHASE 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder and further defined in Article I, Section 11 and Article I Section 24 of this Declaration. The Common Area and Limited Common Area contain approximately 1.13 acres.

Parcel #s 51-619-0101
thru
51-619-0145
inclusive