

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Boyd A. Martin



ENT 60078:2017 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jun 21 4:02 PM FEE 49.00 BY BA
RECORDED FOR AMERICAN FORK CITY

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARRINGTON HOLLOW**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARRINGTON HOLLOW (this “First Amendment”) is made as of May 1, 2017, by D.R. HORTON, INC., a Delaware corporation (“Declarant”), with reference to the following:

RECITALS

A. On June 21, 2016, Declarant caused to be recorded as Entry No. 56115:2016 in the official records of the Office of the Recorder of Utah County, Utah (the “Official Records”), that certain Declaration of Covenants, Conditions and Restrictions for Harrington Hollow (the “Original Declaration”) pertaining to a residential subdivision known as Harrington Hollow located in American Fork City, Utah County, Utah.

B. The Original Declaration pertains to and affects that certain real property located in Utah County, Utah more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference, which real property is defined in Section 2.24 of the Original Declaration as the Land.

C. The Original Declaration provides in Section 9.16(b) that, until the expiration of the Class B Control Period (as defined in the Original Declaration), Declarant may unilaterally amend the Original Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project. As of the date of this First Amendment, the Class B Control Period has not expired.

D. Pursuant to Section 9.16(b) of the Original Declaration, Declarant desires to amend the Original Declaration in order to delete Section 6.8 from the Original Declaration, to add to the Original Declaration a new Section 3.9, which obligates the Association to provide snow removal service for the public sidewalk that is located on the rear of Lots 1 through 8, inclusive, and also with respect to the public sidewalk located on the rear of Lots 8 through 13 inclusive, and to provide for the creation of a new Open Space Parcel B, as hereinafter set forth,.

FIRST AMENDMENT

NOW, THEREFORE, for the reasons recited above, Declarant hereby declares as follows:

1. All defined terms as used in this First Amendment shall have the same meanings as those set forth in the Original Declaration.

2. Section 2.9 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.9 Common Areas shall mean and refer to the storm water detention basin located on Open Space Parcel A, as shown on the Plat, the traffic signal easement area on Open Space Parcel B, as shown on the Plat, the park strip, all of the private roads within the Subdivision (which are designated on the Plat as "Academy Drive," "Bishop Lane" and "Mayor Place Drive") and all other real property now or hereafter designated as Common Areas on the Plat, in which the Association owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

- (a) All Common Areas designated as such on the Plat;
- (b) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Owners, including without limitation utility services such as telephone, electricity, natural gas, water and sewer;
- (c) The Project's outdoor grounds, landscaping and park strips located between the road and the sidewalks;
- (d) All portions of the Project not specifically located within the individual Lots;
- (e) All park strips within the Project that abut on 600 East or on 620 South; and
- (f) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

3. The Original Declaration is hereby amended to add to and include within the Original Declaration a new Section 3.9, which shall read in its entirety as follows:

3.9 Snow Removal for Public Sidewalks. The Association shall be responsible to provide snow removal services, as needed with

respect to: (a) the public sidewalk that is located on the rear of Lots 1 through 8, inclusive, which sidewalk abuts the public street known as 600 East or Utah Valley Drive, and (b) with respect to the public sidewalk that is located on the rear of Lots 8 through 13 inclusive, which sidewalk abuts the public street known as 620 South. Although such public sidewalks are not identified as Common Areas on the Plat, all costs and expenses incurred by the Association to provide snow removal services with respect to such public sidewalks shall be deemed to be Common Expenses, and the cost of such snow removal services shall be included within the Budget for the Association for the purposes of determining the amount of the annual Assessments that are allocated to the Owners of all of the Lots within the Subdivision.

4. Section 6.8 of the Original Declaration is hereby deleted in its entirety from the Original Declaration.

5. Section 7.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

7.2 Association's Duty to Maintain. The Association shall be responsible to maintain the Common Areas, including without limitation the detention basin on Open Space Parcel A within the Project, the traffic signal easement area on Open Space Parcel B within the Project, all private roads within the Project and also the park strips within the Project that abut 600 East and 620 South. The Association shall also provide snow removal service for the public sidewalk located on the rear of Lots 1 through 8, inclusive, which abuts 600 East, and for the public sidewalk located on the rear of Lots 8 through 13, inclusive, which abuts 620 South.

6. Except as amended by the provisions of this First Amendment, the Original Declaration shall remain unmodified and in full force and effect.

7. The Original Declaration, as amended by this First Amendment, shall collectively be referred to as the "Declaration."

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 1 day of May, 2017, by Jonathan S. Thornley, in his capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.

[Signature]
NOTARY PUBLIC
Residing at: Lindon, UT

My commission expires:
Jan. 12, 2019

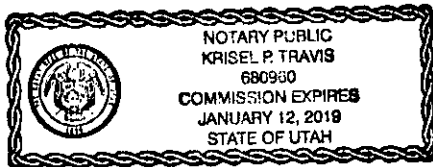


EXHIBIT "A"
TO
FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HARRINGTON HOLLOW

Legal Description of the Land

That certain real property located in American Fork City, Utah County, Utah more particularly described as follows:

All of Lots 1 through 30, inclusive, Open Space Parcel A and B and including the private roadways known as Academy Drive, Mayor Place Drive and Bishop Lane within HARRINGTON HOLLOW SUBDIVISION, according to the official plat thereof as recorded in the Office of the Recorder of Utah County, Utah.

Tax Parcel Numbers: 41-833-0001 to 41-822-0033