

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Krisel Travis

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF MAPLETON GROVE**

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MAPLETON GROVE (this “**Third Amendment**”) is made as of November 15, 2022, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On May 21, 2020, Declarant caused to be recorded as Entry No. 68958:2020 in the official records of the Office of the Recorder of Utah County, Utah (the “**Official Records**”), that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Mapleton Grove (the “**Original Declaration**”) pertaining to a master planned development known as Mapleton Grove located in the City of Mapleton, Utah County, Utah.

B. On November 19, 2020, Declarant caused to be recorded as Entry No. 184225:2020 in the Official Records that certain First Amendment and Supplemental Declaration to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Mapleton Grove (the “**First Supplemental Declaration**”).

C. On May 20, 2021, Declarant caused to be recorded as Entry No. 95003:2021 in the Official Records that certain Second Supplemental Declaration to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Mapleton Grove (the “**Second Supplemental Declaration**”).

D. The Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and by the Second Supplemental Declaration, pertains to and affects that certain real property located in Utah County, Utah, which is more particularly described in Exhibit A attached to this Third Amendment (the “**Property**”).

E. Section 17.3 of the Original Declaration provides that, until the expiration of the Period of Declarant Control, Declarant may unilaterally amend the Original Declaration.

F. Pursuant to Section 17.3 of the Original Declaration, Declarant desires to amend certain provisions within the Original Declaration, as previously supplemented and amended.

G. Declarant is executing and recording this Third Amendment for the purpose of amending certain provisions of the Original Declaration, as previously supplemented and amended, as hereinafter set forth.

THIRD AMENDMENT

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

1. Defined Terms. All defined terms as used in this Third Amendment shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless otherwise defined in this Third Amendment.

2. Amendment of Section 3.6 of the Original Declaration. Section 3.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.6 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Community Areas. The use by Owners and Residents and their guests, families, tenants and invitees of sidewalks, paths, walks and lanes within the Community Areas may be utilized by pedestrians and by individuals utilizing regular bicycles and electric powered scooters and e-bikes with two wheels. However, no gasoline-powered bikes or vehicles of any nature are allowed upon or within the sidewalks, paths, walks and lanes within the Community Areas, other than gasoline-powered vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks, paths, walks and lanes within the Community Areas may be controlled and regulated further pursuant to the Mapleton Grove Rules adopted by the Board. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots, Units and Parcels and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over the Community Areas and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of Mapleton or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

3. Amendment of Section 4.2.2 of the Original Declaration. Section 4.2.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.2 Animals. No animal, bird, or fish, other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot, Unit or Parcel and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or within a Dwelling Unit or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than five (5) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Community Areas, the Owner of such pet shall immediately remove all feces left upon the Community Areas by such Owner's pet. If an Owner or Resident fails to abide by the rules and regulations and/or covenants applicable to pets, the Board may bar such pet from use of or travel upon the Community Areas. The Board may subject ingress, egress, use, or travel upon the Community Areas by a Person with a pet to a Special Use Fee, which may be a general fee for all similarly situated Persons or a specific fee imposed for failure of an Owner or Resident to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or Resident of a Lot, Unit or Parcel or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board, must be permanently removed from the Property upon seven (7) days' written notice by the Board. Upon the written request of any Owner or Resident, the Board shall conclusively determine, in its sole and absolute subjective discretion, whether for the purposes of this Section 4.2.2, a particular animal, fish or bird is a generally recognized house or yard pet, whether such a pet is a nuisance or whether the number of animals, fish or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

4. Amendment of Section 4.2.29 of the Original Declaration. Section 4.2.29 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.29 Model Units. The provisions of this Declaration which, in certain instances, prohibit non-Residential use of Lots, Units and Parcels and regulate parking of vehicles shall not prohibit the

construction and maintenance of model Dwelling Units by Merchant Builders engaged in the construction of Dwelling Units within Mapleton Grove and parking incidental to the visiting of such model Dwelling Units, provided that Declarant, in Declarant's sole discretion, approves: (a) the construction and use by such Merchant Builder of each such model Dwelling Unit, (b) the location of each such model Dwelling Unit, and (c) the opening and closing hours for each such model Dwelling Unit, and provided further that the construction, operation and maintenance of each such model Dwelling Unit otherwise complies with all of the provisions of this Declaration. Declarant, in Declarant's sole discretion, may also approve areas within Mapleton Grove to be used for parking in connection with the showing of model Dwelling Units by Merchant Builders, so long as such parking and parking areas are in compliance with the ordinances of the governing Municipal Authority and with the Governing Documents. Any Dwelling Unit constructed as a model Dwelling Unit by a Merchant Builder and approved for such use by Declarant, in Declarant's sole discretion, shall cease to be used as a model Dwelling Unit at any time the Merchant Builder thereof is not actively engaged in the construction and sale of Dwelling Units within Mapleton Grove. No Dwelling Unit within Mapleton Grove shall be used as a model Dwelling Unit by a Merchant Builder for the sale of Dwelling Units not located within Mapleton Grove. Notwithstanding the foregoing provisions of this Section 4.2.29 or any other provisions within this Declaration. Declarant, in Declarant's sole discretion, shall have the right to utilize Lots within Mapleton Grove owned by Declarant for the construction and use of model Dwelling Units and for parking incidental to the showing of model Dwelling Units in connection with the sale by Declarant of Dwelling Units within Mapleton Grove or within any other residential development for so long as Declarant may elect to do so and for so long as Declarant owns the Lots within Mapleton Grove utilized for model Dwelling Units and the associated parking of vehicles.

5. Amendment of Section 1.55 of the Original Declaration. Section 1.55 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.55 "Period of Declarant Control" shall mean the period of time during which Declarant owns and exercises the Class B Membership rights, which Period of Declarant Control shall commence upon the Recording of this Declaration and which Period of Declarant Control shall continue until the first to occur of the Events described and defined in Sections 6.3.2.1, 6.3.2.2 and 6.3.2.3 of this Declaration.

6. Amendment of Section 6.3.2 of the Original Declaration. Section 6.3.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.2 The Class B Memberships shall be held only by Declarant and any successor of Declarant who takes title to any Lot, Unit or Parcel from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Declarant shall be entitled to ten (10) votes for each Class B Membership held by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots, Units or Parcels then owned by Declarant, on the happening of the first of the following events:

6.3.2.1 When Declarant has sold all of the Lots, Units and/or the Parcels owned and developed by Declarant within Mapleton Grove and on any of the Additional Land that may be subjected to this Declaration and become part of Mapleton Grove, pursuant to Article XIX hereof; or

6.3.2.2 Twenty-five (25) years from the date the Declaration was Recorded; or

6.3.2.3 When, in its discretion, Declarant so determines. If and when Declarant elects to relinquish control of the Association, Declarant shall send written notice of such relinquishment to the Class A Members of the Association, and Declarant, after giving such written notice to the Class A Members, shall Record an instrument voluntarily surrendering all rights to control the activities of the Association, pursuant to Section 57-8a-502 of the Utah Code, as such Section may subsequently be amended or replaced. The effective date of such Event shall be the date Declarant Records such instrument.

7. Amendment of Section 6.3.4 of the Original Declaration. Section 6.3.4 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.4 During the Period of Declarant Control, Declarant, as the holder of the right to vote the Class B Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

8. Declaration Redefined. The Original Declaration, as previously supplemented and amended, and as amended by this Third Amendment, shall collectively be referred to as the “**Declaration.**” Except as amended by the provisions of the Third Amendment, the Original

Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect.

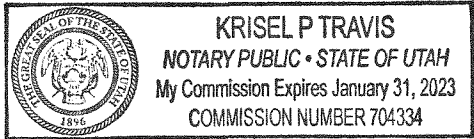
IN WITNESS WHEREOF, Declarant has caused this Third Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

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

By: [Signature]
Name: DAVID ANDRUS
Title: VP of Operations

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

The foregoing instrument was acknowledged to me this 15 day of November, 2022, by David Andrus, in such person's capacity as the VP of Operations of D.R. Horton, Inc., a Delaware corporation.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"
TO
THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF MAPLETON GROVE

Legal Description of the Property

The Property consists of that certain real property located in Utah County, Utah more particularly described as follows:

Lots 1 to 46 of Mapleton Grove Subdivision Plat "A" as recorded in the official records of the Office of the Recorder of Utah County on June 7, 2017 as Entry 54878:2017 Map 15565.

TOGETHER WITH:

Lots 47 to 74 of Mapleton Grove Subdivision Plat "B" as recorded in the official records of the Office of the Recorder of Utah County on June 12, 2018 as Entry 54824:2018017 Map 16095.

TOGETHER WITH:

Lots 76 to 99 of Mapleton Grove Subdivision Plat "C-1" as recorded in the official records of the Office of the Recorder of Utah County on March 29, 2019 as Entry 26260:2019 Map 16495.

TOGETHER WITH:

Lots 75 of Mapleton Grove Subdivision Plat "C-2" as recorded in the official records of the Office of the Recorder of Utah County on March 29, 2019 as Entry 26261:2019 Map 16496.

TOGETHER WITH:

Lots 100 to 136 of Mapleton Grove Subdivision Plat "D" as recorded in the official records of the Office of the Recorder of Utah County on November 13, 2020 as Entry 179466:2020 Map 17372.

TOGETHER WITH:

Lots 137 to 164 of Mapleton Grove Subdivision Plat "E" as recorded in the official records of the Office of the Recorder of Utah County on January 8, 2020 as Entry 2498:202 Map 16910.

TOGETHER WITH:

Lots 165 to 187 of Mapleton Grove Subdivision Plat "F" as recorded in the official records of the Office of the Recorder of Utah County on May 3, 2021 as Entry 83674:2021 Map 17662.

TOGETHER WITH:

Lots 188 to 210 of Mapleton Grove Subdivision Plat "G" as recorded in the official records of the Office of the Recorder of Utah County on May 3, 2021 as Entry 83675:2021 Map 17663.