

When Recorded Return To:

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

**SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR QUIET VALLEY AT SPANISH FORK**

THIS SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUIET VALLEY AT SPANISH FORK (this “**Second Supplemental Declaration**”) is made as of December 22, 2022, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On July 21, 2022, Declarant caused to be recorded as Entry No. 82710:2022 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 Quiet Valley at Spanish Fork (the “**Original Declaration**”) pertaining to a master planned development known as Quiet Valley at Spanish Fork located in the City of Spanish Fork, Utah County, Utah.

B. On September 14, 2022, Declarant caused to be recorded as Entry No. 100399:2022 in the Official Records that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Quiet Valley at Spanish Fork (the “**First Supplemental Declaration**”).

C. Article XIX of the Original Declaration provides that Declarant shall have the absolute right and option, from time to time and at any time, to subject some or all of the Additional Land described in the Original Declaration to the terms, conditions and restrictions created by the Original Declaration by the recordation of a supplemental declaration, which shall be effective upon recording the supplemental declaration in the Official Records.

D. Pursuant to Section 19.1 of the Original Declaration, Declarant desires to subject to the Original Declaration that portion of the Additional Land described on Exhibit “A,” which is attached hereto and incorporated herein by this reference (the “**Subject Property**”).

E. Section 17.2.2 of the Original Declaration provides that, until the expiration of the Period of Declarant Control, Declarant may unilaterally amend the Original Declaration for any purpose that Declarant deems to be in the best interest of the Project.

F. Pursuant to Section 17.2.2 of the Original Declaration, Declarant desires to amend certain provisions within the Original Declaration.

G. Declarant is executing and recording this Second Supplemental Declaration for the purpose of subjecting the Subject Property to the provisions of the Original Declaration and for the purpose amending certain provisions of the Original Declaration as hereinafter set forth.

SECOND SUPPLEMENTAL DECLARATION

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

1. Defined Terms. All defined terms as used in this Second Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, as supplemented and amended by the First Supplemental Declaration, and unless otherwise defined in this Second Supplemental Declaration.

2. Subject Property Subjected to the Original Declaration, as Supplemented and Amended. The Subject Property is hereby subjected to the Original Declaration, as supplemented and amended by the First Supplemental Declaration and by this Second Supplemental Declaration, and the Subject Property shall be held, transferred, sold, conveyed, occupied, improved and developed subject to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as supplemented and amended, which provisions are hereby ratified, approved, confirmed and incorporated herein by this reference, with the same force and effect as if fully set forth herein and made again as of the date hereof. The provisions of the Original Declaration, as supplemented and amended, shall run with the Subject Property and shall be binding upon all Persons having any right, title, or interest in the Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.60 of the Original Declaration. The Neighborhood Designations for the Subject Property shall be as follows:

Quiet Valley at Spanish Fork, Plat C1

<u>Lot Number</u>	<u>Neighborhood Designation</u>
161 through 181, inclusive	Single Family Lots
1049 through 1096, inclusive	Townhome Lots

Quiet Valley at Spanish Fork, Plat C2

<u>Lot Number</u>	<u>Neighborhood Designation</u>
1141 through 1154, inclusive	Townhome Lots

3. 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 Quiet Valley 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 the City 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).

4. 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.

5. Amendment of Section 4.2.30 of the Original Declaration. Section 4.2.30 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.30 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 Quiet Valley 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 Quiet Valley 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 Quiet Valley. No Dwelling Unit within Quiet Valley shall be used as a model Dwelling Unit by a Merchant Builder for the sale of Dwelling Units not located within Quiet Valley. Notwithstanding the foregoing provisions of this Section 4.2.30 or any other provisions within this Declaration. Declarant, in Declarant's sole discretion, shall have the right to utilize Lots within Quiet Valley 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 Quiet Valley 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 Quiet Valley utilized for model Dwelling Units and the associated parking of vehicles.

6. Amendment of Section 1.56 of the Original Declaration. Section 1.56 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.56 "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.


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 supplemented and amended by the First Supplemental Declaration and by this Second Supplemental Declaration, shall collectively be referred to as the "**Declaration.**" Except as supplemented and amended by the provisions of the First Supplemental Declaration and by this Second Supplemental Declaration, the Original Declaration shall remain unmodified and in full force and effect.

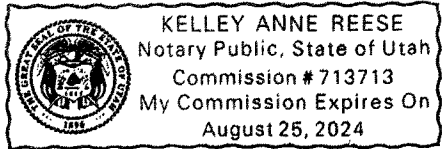
IN WITNESS WHEREOF, Declarant has caused this Second Supplemental Declaration to be executed by an officer duly authorized to execute the same as of the date first above written.

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

By: 
Name: Jonathan S. Thornley
Title: Division CFO

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

The foregoing instrument was acknowledged to me this 22 day of December, 2022, by Jonathan S. Thornley, in such person's capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.





NOTARY PUBLIC

EXHIBIT "A"
TO
SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR QUIET VALLEY AT SPANISH FORK

Legal Description of the Subject Property

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

QUIET VALLEY AT SPANISH FORK, PLAT C1

A portion of the Northwest Quarter and the Southwest Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point on the south line of Quiet Valley at Spanish Fork, Plat B, said point being located South 155.80 feet and East 721.73 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing being N0°12'09"W between the West Quarter Corner and the Northwest Corner of Section 27); thence along said plat the following thirteen (13) courses: along the arc of a non-tangent curve to the right 12.65 feet with a radius of 170.00 feet through a central angle of 04°15'49", chord: N87°17'27"E 12.65 feet; thence N89°25'21"E 176.16 feet; thence N00°34'39"W 60.00 feet; thence S89°25'21"W 2.00 feet; thence along the arc of a curve to the right 15.71 feet with a radius of 10.00 feet through a central angle of 90°00'0", chord: N45°34'39"W 14.14 feet; thence N00°34'39"W 1.58 feet; thence along the arc of a curve to the left 86.88 feet with a radius of 180.00 feet through a central angle of 27°39'21", chord: N14°24'20"W 86.04 feet; thence N28°14'00"W 8.55 feet; thence N89°25'21"E 444.36 feet; thence N20°18'27"W 69.23 feet; thence N68°16'39"E 100.02 feet; thence along the arc of a non-tangent curve to the right 29.33 feet with a radius of 5469.65 feet through a central angle of 00°18'26", chord: S20°32'33"E 29.33 feet; thence N69°36'41"E 160.00 feet to an existing railroad right-of-way; thence along said railroad the following two (2) courses; along the arc of a non-tangent curve to the right 135.35 feet with a radius of 5629.65 feet through a central angle of 01°22'39", chord: S19°42'00"E 135.35 feet; thence N89°25'04"E 31.61 feet; thence along the arc of a non-tangent curve to the right 319.12 feet with a radius of 5659.65 feet through a central angle of 03°13'50", chord: S17°17'41"E 319.08 feet to the north line of that real property described at deed Entry No. 24369:1978 in official records; thence S89°33'51"W along said line 994.37 feet; thence N00°45'50"W 139.94 feet to the point of beginning.

Contains: ±6.57 acres

QUIET VALLEY AT SPANISH FORK, PLAT C2

A portion of the Southwest Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point located South 538.00 feet and East 263.69 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing being $N0^{\circ}12'09''W$ between the West Quarter Corner and the Northwest Corner of Section 27); thence along the arc of a non-tangent curve to the right 66.30 feet with a radius of 180.00 feet through a central angle of $21^{\circ}06'17''$, chord: $S40^{\circ}26'34''E$ 65.93 feet; thence $S29^{\circ}53'26''E$ 56.29 feet; thence along the arc of a curve to the left 15.71 feet with a radius of 10.00 feet through a central angle of $90^{\circ}00'00''$, chord: $S74^{\circ}53'26''E$ 14.14 feet; thence $S32^{\circ}53'05''E$ 60.08 feet; thence $N60^{\circ}06'34''E$ 2.44 feet; thence along the arc of a non-tangent curve to the left 41.74 feet with a radius of 105.00 feet through a central angle of $22^{\circ}46'36''$, chord: $N48^{\circ}43'17''E$ 41.47 feet; thence $N37^{\circ}19'59''E$ 17.13 feet; thence $S54^{\circ}58'17''E$ 434.72 feet; thence $N37^{\circ}29'59''E$ 48.62 feet; thence $S64^{\circ}29'39''E$ 228.35 feet; thence $S38^{\circ}05'44''W$ 260.17 feet to the existing railroad right-of-way; thence said right-of-way the following two (2) courses: along the arc of a non-tangent curve to the left 298.41 feet with a radius of 3492.38 feet through a central angle of $04^{\circ}53'44''$, chord: $N52^{\circ}37'56''W$ 298.32 feet; thence $N55^{\circ}04'48''W$ 582.61 feet; thence $N53^{\circ}10'04''E$ 106.36 feet; thence along the arc of a non-tangent curve to the right 1.73 feet with a radius of 120.00 feet through a central angle of $0^{\circ}49'30''$, chord: $S50^{\circ}34'58''E$ 1.73 feet; thence $N37^{\circ}21'21''E$ 60.04 feet to the point of beginning.

Contains: ± 3.44 acres.