



ENT 184225:2020 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Nov 19 4:20 PM FEE 92.00 BY MA  
RECORDED FOR DR HORTON INC

When Recorded Return To:

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

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

THIS FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MAPLETON GROVE (this “**First Amendment and Supplemental Declaration**”) is made as of November 19, 2020, 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 residential subdivision known as Mapleton Grove.

B. Section 19.1 of the Original Declaration provides that Declarant shall have the absolute right and option, from time to time at any time, to subject some or all of the Additional Land described in the Original Declaration to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, which shall be effective upon recording a supplemental declaration in the Official Records.

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

D. Section 17.3 of the Original Declaration provides that during the Period of Declarant Control, Declarant may unilaterally amend the Original Declaration.

E. Declarant is executing and recording this First Amendment and Supplemental Declaration for the purpose of amending certain provisions of the Original Declaration as hereinafter set forth.

## FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION

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

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

2. Subject Property Subject to Original Declaration. The Subject Property is hereby subjected to the Original Declaration, as amended and supplemented by this First Amendment and 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 amended and supplemented by this First Amendment and Supplemental Declaration, 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 Subject Land shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.59 of the Original Declaration. The provisions of the Original Declaration, as supplemented and amended by this First Amendment and Supplemental Declaration, 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.

3. Section 4.2.18 Amended. Section 4.2.18 of the Original Declaration is amended and restated in its entirety to read as follows:

4.2.18 Fences and Walls. Except as otherwise specifically authorized and approved by Declarant (or by the Board following the expiration of Period of Declarant Control) no perimeter fences or walls shall be constructed or otherwise allowed within Mapleton Grove, except for fences constructed of fencing materials approved by the Design Review Board. In no event shall wood fencing be allowed. All fences within Mapleton Grove must comply with Mapleton's ordinances and the fencing requirements and limitations set forth in the Governing Documents.

4. Section 4.2.21 Amended. Section 4.2.21 of the Original Declaration is amended and restated in its entirety to read as follows:

4.2.21 Trucks, Trailers, Campers and Boats. No motor vehicle classed by manufacturer rating as exceeding one-ton, nor any mobile home, all-terrain or off-road vehicle, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle (collectively referred to herein as "**Recreational Vehicles**") may be parked, maintained, constructed, reconstructed or repaired on any Lot, Unit or Parcel or on any street or Community Area in Mapleton Grove so as to be Visible From Neighboring Property, or visible from the Community Areas or the streets; provided, however, the provisions of this Section 4.2.21 shall not apply to (i) pickup trucks of less than one-ton capacity with camper shells not exceeding seven (7) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are

parked as provided in Section 4.2.22 below and are used on a regular and recurring basis for basic transportation, (ii) Recreational Vehicles parked in an approved recreational vehicle storage area within a Residential Area or other approved areas designated for such parking, or (iii) Recreational Vehicles may be parked on a cement pad large enough to accommodate the Recreational Vehicle, which cement pad shall be located behind a fence constructed on such Lot in a manner consistent with the requirements of this Declaration, provided that the Recreational Vehicle, when it is parked on either a cement pad or a solid gravel surface on a Lot behind an approved fence, shall not be Visible From Neighboring Property.

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

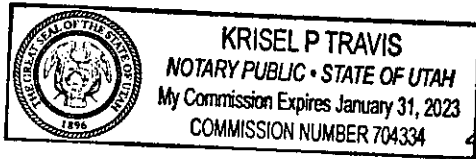
IN WITNESS WHEREOF, Declarant has caused this First Amendment and Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

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

By: *Adam R. Loser*  
Name: *Adam Loser*  
Title: *Vice President*

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

The foregoing instrument was acknowledged to me this 19 day of November, 2020, by *Adam R. Loser*, in such persons' capacity as the *Vice President* of D.R. Horton, Inc., a Delaware corporation.



*Krisel P Travis*  
NOTARY PUBLIC

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

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**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:

**MAPLETON GROVE, PLAT D**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°59'00"W ALONG THE SECTION LINE 1123.12 FEET AND SOUTH 477.52 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S12°21'13"E 190.74 FEET; THENCE N77°38'47"E 20.51 FEET; THENCE S15°14'46"E 97.12 FEET; THENCE S28°09'34"E 593.80 FEET; THENCE S61°50'26"W 67.31 FEET; THENCE S28°09'34"E 186.00 FEET; THENCE S61°50'26"W 182.65 FEET; THENCE S16°34'05"E 408.33 FEET; THENCE S28°09'34"E 554.69 FEET; THENCE S46°48'23"W 152.24 FEET; THENCE ALONG THE ARC OF A 593.00 FOOT RADIUS CURVE TO THE RIGHT 16.57 FEET THROUGH A CENTRAL ANGLE OF 1°36'04" (CHORD: S47°36'24"W 16.57 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 990.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N55°34'45"E) 108.19 FEET THROUGH A CENTRAL ANGLE OF 6°15'42" (CHORD: N31°17'25"W 108.14 FEET); THENCE S61°50'26"W 173.00 FEET; THENCE N28°09'34"W 736.28 FEET; THENCE N61°50'26"E 17.00 FEET; THENCE N28°09'34"W 170.00 FEET; THENCE N61°50'26"E 123.00 FEET; THENCE N28°09'34"W 170.00 FEET; THENCE N61°50'26"E 202.00 FEET; THENCE N28°09'34"W 645.00 FEET; THENCE N61°50'26"E 146.00 FEET; THENCE N28°09'34"W 28.14 FEET; THENCE ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT 59.93 FEET THROUGH A CENTRAL ANGLE OF 15°36'26" (CHORD: N20°21'21"W 59.74 FEET); THENCE N12°33'07"W 64.16 FEET; THENCE N77°38'47"E 62.63 FEET; THENCE N2°08'16"W 102.63 FEET; THENCE N57°30'00"E 109.58 FEET TO THE POINT OF BEGINNING.

CONTAINS:±15.46 ACRES

36 Lots