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DOC # 20220044108

Restrictive Page 1 of 20
Gary Christensen Washington County Recorder
09/23/2022 09:46:28 AM Fee \$ 40.00
By SOUTHERN UTAH TITLE CO



When Recorded Return To:

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

**FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LONG VALLEY TRAILS**

THIS FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONG
VALLEY TRAILS (this “**First Supplemental Declaration**”) is made as of
September 12, 2022, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”),
with reference to the following:

RECITALS

A. On December 21, 2021, Declarant caused to be recorded as Entry No. 20210080158
in the official records of the Office of the Recorder of Washington County, Utah (the “**Official
Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Long Valley
Trails (the “**Original Declaration**”) pertaining to a master planned development known as Long
Valley Trails located in Washington City, Washington County, Utah.

B. The Original Declaration provides that Declarant shall have the 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 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.

C. 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**”).

D. Section 17.2.2 of the Original Declaration provides that Declarant shall have the
right to unilaterally amend the Original Declaration during the Period of Declarant Control.

E. Declarant is executing and delivering this First Supplemental Declaration for the
purpose of: (1) subjecting the Subject Property to the provisions of the Original Declaration,
(2) amending certain Sections of the Original Declaration, and (3) attaching to this First
Supplemental Declaration a copy of the Amended and Restated Bylaws of Long Valley Trails
Owners Association.

FIRST 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 Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, unless otherwise defined in this First 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 this First 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 by this First 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 provisions of the Original Declaration, as supplemented and amended by this First 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. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.62 of the Original Declaration. The Neighborhood Designations for the Subject Property shall be as follows:

Starr Springs at Long Valley Phase 2

<u>Lot Number</u>	<u>Neighborhood Designation</u>
1 through 10, inclusive	Single Family Lots
45 through 54, inclusive	Single Family Lots
63 through 71, inclusive	Single Family Lots
89 through 97, inclusive	Single Family Lots
111 through 117, inclusive	Single Family Lots
130 through 135, inclusive	Single Family Lots
147 through 151, inclusive	Single Family Lots
163 through 167, inclusive	Single Family Lots
180 through 185, inclusive	Single Family Lots
189 through 193, inclusive	Single Family Lots

Labyrinth Point at Long Valley Phase 2

<u>Lot Number</u>	<u>Neighborhood Designation</u>
2105 through 2130, inclusive	Townhome Lots
2138 through 2163, inclusive	Townhome Lots

3. Amendment to Section 1.19. Section 1.19 of the Declaration is hereby amended and restated in its entirety to read as follows:

1.19 “**Common Area**” and “**Common Areas**” shall mean and refer to all real property described and identified on a specific Plat as “Common Area” or “Common Areas” or “Irrigated Common Area” or “Un-Irrigated Common Area,” in which the Association owns an interest for the common use and benefit of some or all of the Owners of the Lots or Units identified on such Plat, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

1.19.1 The real property and interests in real property subjected to the terms of this Declaration, including the entirety of the land and all Improvements constructed thereon, except for and specifically excluding therefrom the individual Lots and Units;

1.19.2 All Common Areas designated as such on a specific Plat;

1.19.3 All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Units identified on a specific Plat and intended for the common use of all Owners of the Units identified on such Plat, including without limitation utility services such as telephone, electricity, natural gas, water and sewer;

1.19.4 The outdoor grounds, detention basins, landscaping, street lighting, perimeter and preservation fences, sidewalks, trails, walking paths, parking spaces, private streets and alleys identified on a specific Plat;

1.19.5 All portions of the Project identified on a specific Plat that are not specifically included within the individual Units identified on such Plat; and

1.19.6 All other parts of the Project identified on a specific Plat that are normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the land owned by the Association for the common benefit of the Owner of the Units identified on such Plat.

1.19.7 Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To

the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of such upper levels and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit.

Declarant or the Association shall have the right to alter the locations of the Irrigated Common Area, as shown on a specific Plat, and the locations of the Un-Irrigated Common Area, as shown on such Plat, provided that the total square footage of the Irrigated Common Area on such Plat, following any such alteration of locations by Declarant or by the Association, shall not exceed the total square footage for Irrigated Common Area as specified on such Plat.

4. Amendment to Section 1.41. Section 1.41 of the Declaration is hereby amended and restated in its entirety to read as follows:

1.41 “**Limited Common Areas**” shall mean and refer to those portions of the Common Areas which are designated on a specific Plat as “Limited Common Area” or “Limited Irrigated Common Area” or “Limited Un-Irrigated Common Area,” and which are thereby allocated for the exclusive use of one or more Units but fewer than all of the Units identified on such Plat, including, but not limited to driveways and backyards. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of such upper levels and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common

Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot and within a Common Area.

Declarant or the Association shall have the right to alter the locations of the Limited Irrigated Common Area, as shown on a specific Plat, and the locations of the Limited Un-Irrigated Common Area, as shown on such Plat, provided that the total square footage of the Limited Irrigated Common Area on such Plat, following any such alteration of locations by Declarant or by the Association, shall not exceed the total square footage for Irrigated Common Area as specified on such Plat.

5. New Section 1.26.1. The Declaration is hereby amended to add a new Section 1.26.1 which shall read in its entirety as follows:

1.26.1 **“Development Agreement”** shall mean that certain Development Agreement, which was executed by the City on December 23, 2020, and which was executed by Brennan Family Holdings, LLC, an Idaho limited liability company, on December 28, 2020, and which was recorded in the Office of the Recorder of Washington County, Utah on December 31, 2020, as Document ID 20200076290, as amended or supplemented from time to time. A copy of the Development Agreement is available at the offices of the City.

6. Amendment to Section 1.38. Section 1.38 of the Declaration is hereby amended and restated in its entirety to read as follows:

1.38 **“Governing Documents”** shall mean the Development Agreement, the PCD Plan, the Planned Development Community, this Declaration, the Bylaws, the Articles, the Long Valley Trails Rules, the Board’s Resolutions and Recorded Plats.

7. New Section 1.54.1. The Declaration is hereby amended to add a new Section 1.54.1 which shall read in its entirety as follows:

1.54.1 **“PCD Plan”** shall mean that certain Planned Community Development Project Plan for Long Valley Trails for which the City Council of the City granted final approval on or about December 9, 2020, and which is referred to and defined in the Development Agreement as the “PCD Plan,” as amended and supplemented from time to time. A copy of the PCD Plan is available at the offices of the City.

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

1.55 **“Planned Development Community”** shall mean and refer to, collectively: (a) the Development Agreement, as amended or supplemented from

time to time; and (b) the PCD Plan, as amended and supplemented from time to time. Copies of the Development Agreement and the PCD Plan are available at the offices of the City.

9. Amendment to Section 4.2.2. Section 4.2.2 of the 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, 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.

10. Amendment to Section 4.3.2. Section 4.3.2 of the Declaration is hereby amended and restated in its entirety to read as follows:

4.3.2 Business Activities. Property classified for the purposes set forth in Section 4.3.1 shall not be used for any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Resident may conduct business activities within the Dwelling Unit so long as: (a) the Owner or Resident obtains all necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for Long Valley Trails; (c) the activity does not involve door-to-door solicitation of Residents of the Project; (d) the activity is consistent with the Residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property, as may be determined in the sole discretion of the Board; and (e) the Owner or Resident obtains the prior written consent of the Board. This Section 0 shall not apply to any activity conducted by Declarant or a Merchant Builder approved by Declarant with respect to its development and sale of the Lots, Units or Parcels or its use of any Dwelling Units which it owns within Long Valley Trails.

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

12. Amendment and Restatement of the Bylaws of the Association. Pursuant to a Unanimous Written Consent of the Board of Directors of the Association, the Board of Directors of the Association took action to amend and restate in their entirety the Bylaws of the Association. Attached to this First Supplemental Declaration as “Exhibit B” is a copy of the Amended and Restated Bylaws of Long Valley Trails Owners Association. Section 1.14 of the Original Declaration is amended and restated in its entirety to read as follows:

1.14 Bylaws shall mean and refer to the Amended and Restated Bylaws of Long Valley Trails Owners Association, a copy of which is attached as Exhibit B to the First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails.


IN WITNESS WHEREOF, Declarant has caused this First 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: Adam B. Joss
Title: Vice President

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

The foregoing instrument was acknowledged to me this 12 day of September, 2022,
by Adam R. Wiser, in such person's capacity as the
vice president of D.R. Horton, Inc., a Delaware corporation.



NOTARY PUBLIC

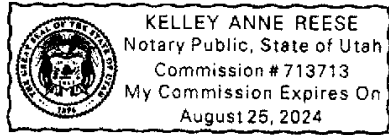


EXHIBIT "A"
TO
FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY TRAILS

Legal Description of the Subject Property

That certain real property located in Washington County, Utah more particularly described as follows:

STARR SPRINGS AT LONG VALLEY PHASE 2

A PARCEL OF LAND LOCATED IN SECTIONS 20, 29 & 30, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTION LOT 14 OF SAID SECTION 20, A PORTION OF SECTION LOT 5 OF SAID SECTION 29 & A PORTION OF SECTION LOT 13 OF SAID SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°51'08"E 307.75 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND SAID POINT ALSO BEING LOCATED ON THE WESTERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; RUNNING THENCE ALONG SAID WESTERLY BOUNDARY S23°31'41"E 461.97 FEET TO A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE "STARR SPRINGS AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWENTY TWO (22) COURSES: (1) S66°26'18"W 3.77 FEET; (2) THENCE S23°35'44"E 34.00 FEET; (3) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S23°35'44"E; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'31"; (4) THENCE S22°55'14"E 80.01 FEET (5) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; (6) THENCE S23°36'48"E 80.00 FEET; (7) THENCE S26°15'04"E 35.04 FEET; (8) THENCE S23°34'54"E 150.00 FEET (9) TO A POINT OF A 2775.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S23°34'54"E; THENCE ALONG THE ARC OF SAID CURVE 9.94 FEET THROUGH A CENTRAL ANGLE OF 0°12'19"; (10) TO THE POINT OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.56 FEET THROUGH A CENTRAL ANGLE OF 90°24'57"; (11) THENCE S22°57'38"E 160.00 FEET (12) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC

OF SAID CURVE 31.26 FEET THROUGH A CENTRAL ANGLE OF 89°33'30"; (13) THENCE S22°50'34"E 55.00 FEET (14) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S22°50'34"E; THENCE ALONG THE ARC OF SAID CURVE 31.37 FEET THROUGH A CENTRAL ANGLE OF 89°52'56"; (15) THENCE S22°57'38"E 160.01 FEET (16) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.24 FEET THROUGH A CENTRAL ANGLE OF 89°30'37"; (17) THENCE S22°49'47"E 55.00 FEET (18) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S22°49'47"E; THENCE ALONG THE ARC OF SAID CURVE 31.37 FEET THROUGH A CENTRAL ANGLE OF 89°52'10"; (19) THENCE S22°57'38"E 160.01 FEET (20) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 31.22 FEET THROUGH A CENTRAL ANGLE OF 89°26'19"; (21) TO THE POINT OF A 2065.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 41.48 FEET THROUGH A CENTRAL ANGLE OF 1°09'04"; (22) THENCE S24°39'39"E 55.00 FEET TO A POINT LOCATED ON THE WESTERLY BOUNDARY OF SAID "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) S24°39'39"E 100.00 FEET; (2) THENCE S45°28'04"E 125.77 FEET; THENCE S44°31'56"W 268.08 FEET; THENCE N45°28'04"W 205.73 FEET; THENCE N32°36'37"W 665.02 FEET; THENCE N32°56'39"W 100.00 FEET TO A POINT OF A 2675.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S32°56'39"E; THENCE ALONG THE ARC OF SAID CURVE 3.08 FEET THROUGH A CENTRAL ANGLE OF 0°03'58"; THENCE N32°36'37"W 100.00 FEET TO A POINT OF A 2775.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S32°52'06"E; THENCE ALONG THE ARC OF SAID CURVE 33.75 FEET THROUGH A CENTRAL ANGLE OF 0°41'49"; THENCE N33°33'55"W 55.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N33°33'55"W; THENCE ALONG THE ARC OF SAID CURVE 31.08 FEET THROUGH A CENTRAL ANGLE OF 89°02'42"; THENCE N32°36'37"W 90.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.74 FEET THROUGH A CENTRAL ANGLE OF 90°55'33"; THENCE N33°32'10"W 80.00 FEET TO A POINT OF A 3040.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°32'10"E; THENCE ALONG THE ARC OF SAID CURVE 12.36 FEET THROUGH A CENTRAL ANGLE OF 0°13'59"; TO THE POINT OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.17 FEET THROUGH A CENTRAL ANGLE OF 89°18'26"; THENCE N32°36'37"W 80.01 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 31.65 FEET THROUGH A CENTRAL ANGLE OF 90°40'31"; THENCE N33°17'08"W 34.00 FEET TO A POINT OF A 3194.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S33°17'08"E; THENCE ALONG THE ARC OF SAID CURVE 3.78 FEET THROUGH A CENTRAL ANGLE OF 0°04'04"; THENCE N33°13'03"W 508.02 FEET TO A POINT LOCATED ON THE SOUTHERN RIGHT OF

WAY LINE OF THE SOUTHERN PARKWAY; THENCE ALONG SAID SOUTHERN RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) N53°09'48"E 378.84 FEET; (2) THENCE N66°07'16"E 254.43 FEET TO A POINT LOCATED ON THE WESTERLY BOUNDARY OF SAID "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY S23°31'41"E 82.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 912,924 SQ FT OR 20.96 ACRES MORE LESS

Tax Parcel Number _____

LABYRINTH POINT AT LONG VALLEY PHASE 2

A PARCEL OF LAND LOCATED IN SECTIONS 20, AND 29, TOWNSHIP 42 SOUTH RANGE 14 WEST SALT LAKE BASE AND MERIDIAN AND INCLUDING A PORTION OF SECTIONAL LOTS 13 & 14 OF SAID SECTION 20 AND A PORTION OF SECTION LOTS 5 OF SAID SECTION 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE NORTHERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; SAID POINT BEING LOCATED S88°51'08" E 1080.73 FEET ALONG THE SECTION LINE AND N01°08'52"E 9.46 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) N84°22'06"E 88.00 FEET; (2) THENCE S5°37'54"E 60.94 FEET; (3) THENCE N84°22'06"E 34.00 FEET; (4) TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N84°22'06"E; THENCE ALONG THE ARC OF SAID CURVE 32.80 FEET THROUGH A CENTRAL ANGLE OF 93°57'15"; (5) THENCE N80°24'52"E 279.67 FEET (6) TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.04 FEET THROUGH A CENTRAL ANGLE OF 86°02'45"; (7) THENCE N5°37'54"W 33.43 FEET; (8) THENCE N84°22'06"E 136.00 FEET; (9) THENCE N5°37'54"W 349.01 FEET TO A POINT LOCATED ON THE SOUTH RIGHT OF WAY LINE OF SAID SOUTHERN PARKWAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S79°45'31"W 22.36 FEET; (2) THENCE S83°50'28"W 828.58 FEET; THENCE S45°12'05"E 429.86 FEET TO THE POINT OF BEGINNING.

CONTAINS 265,689 SQ FT OR 6.10 ACRES MORE LESS

Tax Parcel Number _____

EXHIBIT "B"
TO
FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LONG VALLEY TRAILS

AMENDED AND RESTATED BYLAWS OF
LONG VALLEY TRAILS OWNERS ASSOCIATION

A UTAH NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the following are the Amended and Restated Bylaws of Long Valley Trails Owners Association, which is obligated to operate, manage and regulate the Project. Pursuant to a unanimous written consent of the Board of Directors, the Board of Directors approved and adopted these Amended and Restated Bylaws of Long Valley Trails Owners Association and these Amended and Restated Bylaws of Long Valley Trails Owners Association amend, restate and replace in their entirety the original Bylaws of the Association dated December 6, 2021. All references to the term Bylaws in the Declaration or in these Bylaws shall mean and shall be deemed to be refer to the Amended and Restated Bylaws of Long Valley Trails Owners Association. Unless otherwise defined below, the capitalized terms set forth in these Amended and Restated Bylaws of Long Valley Trails Owners Association shall have the same meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails, as supplemented and amended from time to time (the "**Declaration**").

ARTICLE 1
PLAN OF LOT OWNERSHIP AND INCORPORATION

1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the Declaration. The Project is located in Washington City, Washington County, State of Utah. These Bylaws shall govern the administration of the Project and the Association.

1.2 **Organizational Form.** If the Association is incorporated, then these Bylaws shall also function as the bylaws of the corporation.

1.3 **Bylaws Applicability.** All present and future Owners, Residents, occupants, tenants, renters, lessees, and their guests, licenses, invitees, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and shall abide by these Bylaws.

ARTICLE 2
ASSOCIATION

2.1 **Composition.** The Association is a mandatory association consisting of all Owners of Lots or Units within Long Valley Trails.

2.2 Voting. Each Lot or Unit shall have one (1) vote. Multiple Owners must elect a representative to cast their vote. A vote cast, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Organizational Owners may vote by means of an authorized agent.

2.3 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors from time to time and stated in the notice of meeting.

2.4 Annual Meeting. Unless otherwise designated by the Board of Directors, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of June of each year, or at such other suitable date as may be designated by the Board of Directors from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

2.5 Special Meetings. The President of the Association, or a Majority of the members of the Board of Directors, may call a special meeting of the Association, or if the President of the Association is so directed by resolution of the Board of Directors or upon receipt of a petition signed and presented to the Secretary of the Board of Directors by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.6 Quorum. The presence in person or by proxy of three (3) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners meeting.

(a) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(b) Quorum at Rescheduled Meeting. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting.

(c) Percentage Approval Requirement. Notwithstanding the foregoing provisions of this section, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.7 Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of each annual or special meeting of the Owners not less than ten (10) days in advance of such meeting. Each such notice shall state the purpose of such meeting as well as the time and place where it is to be held, to each Owner of record, at the address of such Owner's respective Lot or Unit or such other address as each Owner may have

designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice in a fair and reasonable manner.

2.8 Voting Requirements. An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association, if, and only if, such Owner shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

2.9 Proxies. The votes appertaining to any Lot or Unit may be cast pursuant to a proxy or proxies fully executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or Owners that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Owner or Owners as the case may be.

2.10 Action Without Meeting of Members. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting and without prior notice, if one or more written consents, setting forth the action taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted, as authorized pursuant to Section 16-6a-707, of the Utah Code, as such Section may be subsequently amended or replaced.

2.11 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of the Owners as members of the Association may be taken without a meeting, if the Association delivers a written ballot to every member entitled to vote on the matter pursuant to the provisions and procedures set forth in Section 16-6a-709 of the Utah Code, as such Section may be subsequently amended or replaced.

ARTICLE 3 **BOARD OF DIRECTORS**

3.1 Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors in accordance with the Declaration. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed proper for the exercise of its management powers. The Board of Directors may delegate its authority to a manager or managers.

3.2 Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but no more than nine (9) members. Only individual Owners or officers or agents of organizational Owners shall be eligible for Board of Directors membership.

3.3 Election and Terms of Office of the Board of Directors. The election and terms of the Board of Directors shall be carried out in accordance with the provisions of the Declaration. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial

Board shall be controlled by Declarant until the expiration of the Class B Control Period. At the first meeting after the expiration of the Class B Control Period, five (5) members of the Board of Directors shall be elected by the Owners. Three members of the Board of Directors shall be elected for two year terms and two members of the Board of Directors shall be elected for a one-year term. Thereafter, all members of the Board of Directors shall be elected for two-year terms. At the expiration of the member's term, a successor shall be elected.

3.4 Initial Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Association, or at such other time and place designated by the Board of Directors.

3.5 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time and at such time and place as shall be determined by a Majority of the members of the Board of Directors.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President or a Majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone, or as otherwise authorized by Section 7.1 of these Bylaws, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board of Directors shall be valid for any and all purposes.

3.7 Waiver of Notice. Before or at any meeting of the Board of Directors, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice. If all the members are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

3.8 Board of Director's Quorum. At all meetings of the Board of Directors, a Majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the Majority of all the Board of Directors members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the Majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the Majority of the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board of Directors; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

3.10 Removal of Board of Directors Member. A member may be removed with or without cause, and his or her successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a Majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board of Directors member who fails on three successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his or her seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Association.

3.11 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minute Book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.12 Report of Board of Directors. The Board of Directors shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

3.13 Executive Session. The Board of Directors may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an executive session shall first be announced in open session.

3.14 Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors.

ARTICLE 4 **OFFICERS**

4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board of Directors. Two (2) or more offices may be held by the same person, except that the President shall not hold any other office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

4.3 Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the

Board of Directors, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes. Provided, however, if a member of the Board of Directors is removed as an officer, he or she shall continue to be a member of the Board of Directors.

4.4 President. The President shall be the chief executive officer; he or she shall preside at meetings of the Association and the Board of Directors and shall be an ex-official member of all committees; he or she shall have general and active management of the business of the Board of Directors and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

4.5 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis.

4.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notices for all meetings of the Association and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board of Directors including resolutions.

4.7 Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager, and with the assistance of the Manager shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such federally insured depositories as may be designated by the Board of Directors. He or she shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Project.

ARTICLE 5 **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board of Directors should it be deemed advisable or in the best interests of the Association.

ARTICLE 6
AMENDMENT TO BYLAWS

6.1 Amendment.

(a) By the Board. The Board may amend the Bylaws at any time to add, change, or delete a provision, unless:

(i) this Section or the Articles of Incorporation or Bylaws:

(A) reserve the power exclusively to the Members in whole or part; or

(B) otherwise prohibit the Board from amending the Bylaws to add, change, or delete a provision; or

(ii) it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

(b) By the Members.

(i) Unless otherwise provided by the Bylaws, the Members may amend the Bylaws even though the Bylaws may also be amended by the Board.

(ii) Amendments to the Bylaws by Members shall be made in accordance with Sections 16-6a-1003 and 16-6a-1004 of the Utah Code Annotated as if each reference in Sections 16-6a-1003 and 16-6a-1004, as amended or supplemented, to the Article of Incorporation was a reference to the Bylaws.

6.2 Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the Recorder of Washington County, Utah.

ARTICLE 7
NOTICE

7.1 Fair and Reasonable Notice. Notice given in accordance with the provisions of the Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, the Association website, or other electronic notice; provided, however, an Owner may by making a written demand to the Association require written notice. If such written demand is made, then all notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage prepaid, a) if to an Owner, at the address of such Owner's Lot or Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Board of Directors or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

7.2 Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 8
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

8.1 Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

8.2 Conflict. These Bylaws are subordinate to and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

8.3 Severability. If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and, to this end, the provisions hereof are declared to be severable.

8.4 Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

8.5 Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

8.6 Gender and Grammar. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

8.7 Liability of Board of Directors Members. Neither the members of the Board of Directors nor the officers of the Association shall be liable to any Owner, Resident or person for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Board of Directors, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Owners and Residents, by virtue of their taking title to or possession of a Lot or Unit, agree to indemnify, defend and hold harmless the members of the Board of Directors and officers of the Association from and against any and all claims arising out of or caused by their voluntary participation as a member of the Board of Directors or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or willful neglect.

8.8 Attorneys' Fees, Assessments and Costs. If an Owner or Resident, or their families, guests or invitees shall, at any time, violate the terms, covenants or conditions of these Bylaws, and the Board of Directors shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or Resident shall reimburse the Board of Directors for all costs and expenses, including but not limited to reasonable attorneys' fees. To secure payment of any unpaid costs or Assessments, the Board of Directors shall have the right and power

to file a lien against the Lot or Unit owned or occupied, and may proceed to collect the same by judgment or foreclosure. In the event of a breach or anticipated breach by an Owner or Resident, or by their family, guests or invitees, of any of the terms, covenants, or conditions of these Bylaws, the Board of Directors shall have, in addition to any other remedies provided by law equity, the right to injunctive relief and damages.

8.9 Persons Bound. All references herein to an Owner, Resident, tenant, renter, lessee, guest, or invitee shall be deemed to include their respective executors, administrators, employees, representatives, successors and assigns, and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

Dated this 12 day of September, 2022.

LONG VALLEY TRAILS OWNERS
ASSOCIATION,
a Utah nonprofit corporation

By: [Signature]
Name: Krista Travis
Title: President

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

The foregoing copy of the Amended and Restated Bylaws of Long Valley Trails Owners Association was acknowledged before me this 12 day of September, 2022, by Krista P Travis in such person's capacity as the President of Long Valley Trails Owners Association, a Utah nonprofit corporation.

[Signature]
NOTARY PUBLIC

