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Restrictive Page 1 of 9
Gary Christensen Washington County Recorder
02/02/2023 08:30:50 AM Fee \$ 40.00
By COTTON WOOD TITLE



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

THIS SECOND SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONG VALLEY TRAILS (this “**Second Supplemental Declaration**”) is made as of January 20, 2023, 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. On September 23, 2022, Declarant caused to be recorded as Entry No. 20220044108 in the Official Records that certain First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Long Valley Trails (the “**First Supplemental Declaration**”).

C. Article XIX of the Original Declaration provides that Declarant shall have the right and option, from time to time (and within the time limits prescribed in the Original Declaration), 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 Declarant shall have the right to unilaterally amend the Original Declaration during the Period of Declarant Control.

F. Declarant is executing and delivering this Second Supplemental Declaration for the purpose of: (1) subjecting the Subject Property to the provisions of the Original Declaration, as previously supplemented and amended; and (2) amending certain Sections of the Original Declaration, as previously supplemented and amended.

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 previously supplemented and amended, 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 previously supplemented and amended, and as supplemented and amended 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 previously supplemented and amended, and as supplemented and amended by this Second 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 previously supplemented and amended, and as supplemented and amended by this Second 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, as previously supplemented and amended. The Neighborhood Designations for the Subject Property shall be as follows:

Standing Rock East at Long Valley Phase 1

<u>Lot Number</u>	<u>Neighborhood Designation</u>
4001 through 4005, inclusive	Single Family Lots
4029 through 4058, inclusive	Single Family Lots

3. **Amendment of Section 1.58 of the Original Declaration.** Section 1.58 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.58 "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.

4. 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 Long Valley Trails 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).

5. Amendment to Section 4.2.2. Section 4.2.2 of the Declaration, as previously amended, 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.

6. 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 Long Valley Trails 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 Long Valley Trails 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 Long Valley Trails. No Dwelling Unit within Long Valley Trails shall be used as a model Dwelling Unit by a Merchant Builder for the sale of Dwelling Units not located within Long Valley Trails. 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 Long Valley Trails 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 Long Valley Trails 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 Long Valley Trails utilized for model Dwelling Units and the associated parking of vehicles.

7. 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 4.2.3 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.

8. 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 (herein referred to as the “Event” or “Events”):

6.3.2.1 Four (4) months after Declarant has sold all of the Lots, Units and/or the Parcels owned and developed by Declarant within Long Valley Trails and on any of the Additional Land that may be subjected to this Declaration and become part of Long Valley Trails, 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.

9. 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.

10. Declaration Redefined. The Original Declaration, as previously supplemented, and as supplemented and amended by this Second Supplemental Declaration, shall collectively be referred to as the "Declaration." Except as previously supplemented and amended, and as supplemented and amended 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: *Adam R. Laser*
Name: Adam R. Laser
Title: Vice President

STATE OF UTAH)
COUNTY OF Washington ss.

The foregoing instrument was acknowledged to me this 20 day of JANUARY, 2023,
by Adam R. Laser, in such person's capacity as the
VICE PRESIDENT of D.R. Horton, Inc., a Delaware corporation.

Melynda Airmet
NOTARY PUBLIC

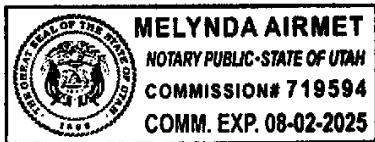


EXHIBIT "A"
TO
SECOND SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR STANDING ROCK EAST AT LONG VALLEY TRAILS

Legal Description of the Subject Property

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

Standing Rock East at Long Valley Phase 1

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

BEGINNING AT A POINT LOCATED S88°51'08"E 2501.08 FEET ALONG THE SECTION LINE AND N1°08'52"E 84.17 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 TO A POINT OF A 133.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N87°40'51"W; THENCE ALONG THE ARC OF SAID CURVE 47.59 FEET THROUGH A CENTRAL ANGLE OF 20°30'05"; THENCE S22°49'14"W 26.41 FEET; THENCE S67°10'46"E 34.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S67°10'46"E; THENCE ALONG THE ARC OF SAID CURVE 30.45 FEET THROUGH A CENTRAL ANGLE OF 87°14'12"; TO THE POINT OF A 747.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 3.85 FEET THROUGH A CENTRAL ANGLE OF 0°17'42"; THENCE S25°52'44"W 34.00 FEET TO A POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S25°52'44"W; THENCE ALONG THE ARC OF SAID CURVE 32.48 FEET THROUGH A CENTRAL ANGLE OF 93°03'30"; THENCE S22°49'14"W 146.26 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.06 FEET THROUGH A CENTRAL ANGLE OF 86°07'30"; TO THE POINT OF A 527.50 FOOT RADIUS REVERSE CURVE TO THE

RIGHT; THENCE ALONG THE ARC OF SAID CURVE 6.17 FEET THROUGH A CENTRAL ANGLE OF 0°40'13"; THENCE S27°21'57"W 60.11 FEET; THENCE S44°31'46"W 226.61 FEET; THENCE S44°39'47"W 390.71 FEET; THENCE S44°07'11"W 215.58 FEET; THENCE N5°37'54"W 402.45 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE "LABYRINTH POINT AT LONG VALLEY PHASE 1" SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING NINE (9) COURSES: (1) THENCE N5°37'54"W 36.64 FEET (2) TO THE POINT OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 225.27 FEET THROUGH A CENTRAL ANGLE OF 86°02'45"; (3) THENCE N9°35'08"W 10.00 FEET; (4) THENCE N80°24'52"E 118.79 FEET; (5) THENCE N9°35'08"W 55.00 FEET; (6) THENCE S80°24'52"W 70.00 FEET; (7) THENCE N9°35'08"W 135.98 FEET (8) TO THE POINT OF A 257.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 186.85 FEET THROUGH A CENTRAL ANGLE OF 41°39'24"; (9) THENCE N32°04'16"E 8.60 FEET; THENCE S57°55'44"E 90.00 FEET; THENCE N32°04'16"E 43.16 FEET; THENCE S57°55'44"E 34.00 FEET; THENCE N32°04'16"E 29.82 FEET TO THE POINT OF A 167.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 30.53 FEET THROUGH A CENTRAL ANGLE OF 10°28'22"; THENCE N87°19'43"E 61.26 FEET; THENCE S89°10'05"E 52.30 FEET; THENCE S85°35'53"E 52.30 FEET; THENCE S82°01'41"E 52.30 FEET; THENCE S78°27'29"E 52.30 FEET; THENCE S74°53'17"E 52.30 FEET; THENCE S71°27'32"E 61.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 395,022 SQ FT OR 9.07 ACRES MORE LESS

Tax Parcel Number: _____