

When Recorded Return To:

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

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

THIS THIRD SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUIET VALLEY AT SPANISH FORK (this “**Third Supplemental Declaration**”) is made as of April 19, 2023, 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. On December 27, 2022, Declarant caused to be recorded as Entry No. 127010:2022 in the Official Records that certain Second Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Quiet Valley at Spanish Fork (the “**Second Supplemental Declaration**”).

D. 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.

E. 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**”).

F. 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.

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

H. Declarant is executing and recording this Third 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.

THIRD SUPPLEMENTAL DECLARATION

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

1. Defined Terms. All defined terms as used in this Third 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 Third 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 Third 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 C3

<u>Lot Number</u>	<u>Neighborhood Designation</u>
182 through 187, inclusive	Single Family Lots
1097 through 1140, inclusive	Townhome Lots
1155 through 1229, inclusive	Townhome Lots

3. Amendment of Section 3.6 of the Original Declaration. Section 3.6 of the Original Declaration, as previously amended pursuant to the Second Supplemental 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 or e-bikes with two wheels pedal-assist (but not throttle-assist) or electric-powered scooters. However, no throttle-assist e-bikes of any nature and no electric-powered scooters that can exceed twenty miles per hour (20 mph) and no gasoline-powered bikes, recreational vehicles 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 4.2.22 of the Original Declaration. Section 4.2.22 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.22 Recreational Vehicles. No motor vehicle classed by manufacturer rating as exceeding one-ton, nor any motorhome, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle (collectively referred to here as a “**Recreational Vehicle**”) may be parked, maintained, constructed, reconstructed or repaired on any Lot, Unit or Parcel or on any street or Community Area in Quiet Valley so as to be Visible From Neighboring Property, or visible from the Community Areas or the streets; provided, however, the provisions

of this Section 4.2.22 shall not apply to (i) regular-sized passenger vehicles, mini vans, sports utility vehicles, golf carts and pickup trucks that do not fall within the definition of Recreational Vehicles, which are parked as provided in Section 4.2.23 below and are used on a regular and recurring basis for basic transportation; (ii) Recreational Vehicles that are parked on a Lot, Unit or Parcel within an enclosed garage or that are parked on a concrete pad or on an all-weather surface area (such as compacted gravel, but not grass or dirt) approved by the ARC located upon a Lot, Unit or Parcel behind an enclosed fence not less than six (6) feet in height, which fence must be offset from and be behind the front corner of the residential structure on such Lot, Unit or Parcel by not less than two (2) feet; or (iii) Recreational Vehicles parked in a Recreational Vehicle storage area approved by the ARC.

5. Amendment of Section 4.2.30 of the Original Declaration. Section 4.2.30 of the Original Declaration, as previously amended pursuant to the Second Supplemental 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 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 Sixty (60) days after the date on which Declarant has sold all of the Lots, Units and/or the Parcels owned and developed by Declarant within Quiet Valley and on any of the Additional Land that may be subjected to this Declaration and become part of Quiet Valley, pursuant to Article XIX hereof; or

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

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

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

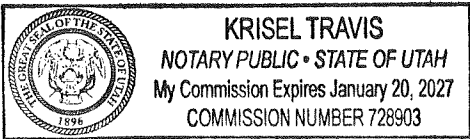
IN WITNESS WHEREOF, Declarant has caused this Third Supplemental Declaration to be executed by an officer duly authorized to execute the same as of the date first above written.

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

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

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

The foregoing instrument was acknowledged to me this 19 day of April, 2023, by *Adam R. Loser*, in such person's capacity as the *Vice President* of D.R. Horton, Inc., a Delaware corporation.



Krisel Travis
NOTARY PUBLIC

EXHIBIT "A"
TO
THIRD SUPPLEMENTAL DECLARATION AND SECOND 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 C3

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°12'09"W between the West Quarter Corner and the Northwest Corner of Section 27); thence N37°21'30"E 148.74 feet; thence N03°21'37"E 64.61 feet; thence N00°23'36"W 113.01 feet; thence N89°36'24"E 33.31 feet to the southerly line of that real property described at Entry No. 24369:1978 in official records; thence along said line the following two (2) courses: S28°26'09"E 199.59 feet; thence N89°33'51"E 1264.86 feet; thence along the arc of a non-tangent curve to the right 596.07 feet with a radius of 5659.65 feet through a central angle of 06°02'04", chord: S11°24'24"E 595.80 feet; thence S86°11'43"W 115.27 feet; thence along the arc of a non-tangent curve to the right 6.61 feet with a radius of 2850.00 feet through a central angle of 00°07'58", chord: S05°07'47"E 6.61 feet; thence S86°45'21"W 600.06 feet; thence S64°51'41"W 68.93 feet; thence N34°19'16"W 134.67 feet; thence N64°29'39"W 228.35 feet; thence S37°29'59"W 48.62 feet; thence N54°58'17"W 434.72 feet; thence S37°19'59"W 17.13 feet; thence along the arc of a curve to the right 41.74 feet with a radius of 105.00 feet through a central angle of 22°46'36", chord: S48°43'17"W 41.47 feet; thence S60°06'34"W 2.44 feet; thence N32°53'05"W 60.08 feet; thence along the arc of a non-tangent curve to the right 15.71 feet with a radius of 10.00 feet through a central angle of 90°00'00", chord: N74°53'26"W 14.14 feet; thence N29°53'26"W 56.29 feet; thence along the arc of a curve to the left 66.30 feet with a radius of 180.00 feet through a central angle of 21°06'17", chord: N40°26'34"W 65.93 feet to the point of beginning.

Contains: ±17.77 acres.