

When Recorded Return To:

Mountainville Development Corporation  
44 Red Pine Drive  
Alpine, Utah 84004

**SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
MAPLETON HEIGHTS**

THIS SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLETON HEIGHTS (this “**Second Supplemental Declaration and Third Amendment**”) is made as of May 31, 2023, by MOUNTAINVILLE DEVELOPMENT CORPORATION, a Utah corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On September 1, 2021, Declarant caused to be recorded as Entry No. 152610:2021 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 Mapleton Heights (the “**Original Declaration**”) pertaining to a residential unit development known as Mapleton Heights located in Mapleton City, Utah County, Utah.

B. On November 24, 2021, Declarant caused to be recorded as Entry No. 197771:2021 in the Official Records that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Mapleton Heights (the “**First Amendment**”).

C. On April 28, 2022, Declarant caused to be recorded as Entry No. 53289:2022 in the Official Records that certain First Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Mapleton Heights (the “**First Supplemental Declaration and Second Amendment**”).

D. The Original Declaration provides that Declarant shall have the absolute right and option, in Declarant’s sole discretion, to expand the Subdivision (also referred to in the Original Declaration as the “**Project**”) at any time and as often as Declarant may elect by adding to the Project the Additional Land or a portion or portions thereof, and Declarant shall have the right 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 by the recordation of a supplemental declaration and amendment, which supplemental declaration and amendment shall be effective upon recording the supplemental declaration and amendment in the Official Records.

E. Pursuant to Section 26 of the Original Declaration, Declarant desires to subject to the Original Declaration, as previously supplemented and amended, and as supplemented and

amended by this Second Supplemental Declaration and Third Amendment, 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 15(b) of the Original Declaration provides that Declarant shall have the right to unilaterally amend the Original Declaration during the Period of Declarant Control.

G. Declarant is executing and delivering this Second Supplemental Declaration and Third Amendment for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Second Supplemental Declaration and Third Amendment, and for the purpose of amending Section 1(d) of the Original Declaration.

### SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT

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

1. All defined terms as used in this Second Supplemental Declaration and Third Amendment 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 and Third Amendment.

2. 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 Third Amendment, and 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 Subject Land shall hereafter be deemed to be a part of the Property, as such term is defined in Recital A of the Original Declaration.

3. The provisions of the Original Declaration, as supplemented and amended from time to time, 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.

4. Section 1(d) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(d) **Dwelling Size.** Unless otherwise authorized and approved by the Committee: (i) all rambler type dwellings within Plat A1 and Plat C of the Subdivision shall have a minimum of 1,900 square feet on the main level, exclusive of the basement, open porches, and garages; (ii) all two-story dwellings within Plat A1 and Plat C of the Subdivision shall have a minimum of 2,400 square feet, exclusive of the basement, open porches and garages; (iii) all rambler type dwellings within Plat B of the Subdivision shall have a minimum of 2,000 square feet on the main level, exclusive of the basement, open porches, and garages; (iv) all

two-story dwellings within Plat B of the Subdivision shall have a minimum of 2,600 square feet, exclusive of the basement, open porches and garages; and (v) single level dwellings without a basement within Plat A1, Plat B and Plat C of the Subdivision shall have a minimum of 2,200 square feet, exclusive of the open porches, and garages. Any deviations from these requirements must be approved in writing by the Committee. Exact exterior materials and colors will be submitted to the Committee for written approval prior to commencement of construction of any dwelling or structure. The Committee shall give consideration to dwellings on corner lots where the footprint of that lot requires a home shorter than the minimums described herein.

5. Section 1(o) of the Original Declaration, as previously amended by the First Supplemental Declaration and Second Amendment, is hereby amended and restated in its entirety to read as follows:

(o) **Fencing.** All fences within the Subdivision shall be constructed of vinyl, masonry materials or wrought iron. No fence, wall, hedge or other dividing structure shall be permitted on a Lot within the front yard setback. No dividing structure on any portion of the Lot shall be over six (6) feet in height. Chain-link fencing within the Subdivision shall not be allowed. All fences must conform to the City Code. Except as otherwise provided in this Declaration, all fences must be approved in writing by the Committee prior to installation. Lot Owners shall keep and maintain all fences on such Owner's Lot in good repair. However, the Association shall maintain as a Common Area Expense the portion of any fence within the Subdivision that faces and is adjacent to Highway 89 (a "**Highway 89 Fence**"). The portion of any such Highway 89 Fence that faces a Lot shall be maintained by the Owner of such Lot. Notwithstanding any other provision to the contrary within this Declaration, Declarant shall have the right, at Declarant's sole expense and in Declarant's sole discretion, to construct a Highway 89 Fence along the portions of Lot 1 and Lots 86 through 100, inclusive, that face or are adjacent to Highway 89, and Declarant shall not be obligated to seek the approval of the Committee or the Owners of Lot 1 and Lots 86 through 100, inclusive, in order to construct any portion of such Highway 89 Fence. At such time that the Association determines, in the sole discretion of the Association, that any portion of a Highway 89 Fence must be replaced, then with respect to the portion of such Highway 89 Fence that is adjacent to an Owner's Lot, the Owner of such Lot and the Association shall each pay 50% of the cost to replace such portion of the Highway 89 Fence. Lots 84, 85, 86, 100, 107, 108 and 109 (collectively referred to herein as the "**Adjacent Lots**") are adjacent to a stormwater detention parcel (a "**Detention Parcel**") within the Subdivision. Notwithstanding any other provision to the contrary within this Declaration, Declarant shall have the right, at Declarant's sole expense and in Declarant's sole discretion, to construct a fence (a "**Detention Parcel Fence**") along the portion of an Adjacent Lot that is adjacent to a Detention Parcel, and Declarant shall not be obligated to seek the approval of the Committee or the Owner of any of the Adjacent Lots in order to construct a Detention Parcel Fence on an Adjacent Lot. The portion of a Detention Parcel Fence that faces an Adjacent Lot shall be maintained by the Owner of such Adjacent Lot. The portion

of a Detention Parcel Fence that faces a Detention Parcel shall be maintained by the Association. At the time that the Association determines, in the sole discretion of the Association, that any portion of a Detention Parcel Fence must be replaced, then with respect to the portion of such Detention Parcel Fence that faces or is adjacent to an Adjacent Lot, the Owner of such Adjacent Lot and the Association shall each pay 50% of the cost to replace such portion of the Detention Parcel Fence. Notwithstanding any other provision within this Declaration to the contrary, Declarant shall have the right, at Declarant's sole expense and in Declarant's sole discretion, to construct a fence (the "**Sugar Maple Drive Fence**") along the portion of Lot 109 that is adjacent to Sugar Maple Drive, and Declarant shall not be obligated to seek the approval of the Committee or the Owner of Lot 109 in order to construct the Sugar Maple Drive Fence upon Lot 109. At such time that the Association determines, in the sole discretion of the Association, that the Sugar Maple Drive Fence located on Lot 109 must be replaced, then the Owner of Lot 109 and the Association shall each pay 50% of the cost to replace the Sugar Maple Drive Fence located on Lot 109.

6. A new Section 1(y) is hereby added to the Original Declaration, which new Section 1(y) shall read in its entirety as follows:

(y) **Roundabout.** At the intersection within the Subdivision of the public streets identified as Mapleton Heights Drive and Sugar Maple Drive, Mapleton City has required the design, construction and installation of a roundabout (the "**Roundabout**"). Within the center of the Roundabout, Mapleton City has required the creation of a landscaped area and the planting within such landscaped area of certain specified plants. Following the construction, installation and completion of Mapleton Heights Drive and Sugar Maple Drive, together with the Roundabout, such public roads and the Roundabout, together with the landscaped area within the center of the Roundabout, shall be dedicated to Mapleton City. Mapleton City requires that the Association shall care for and maintain the landscaped area within the center of the Roundabout. Notwithstanding any provision in this Declaration to the contrary, during all periods of time when Mapleton City shall require the Association to care for and maintain the plants within the landscaped portion of the Roundabout, the landscaped portion of the Roundabout shall be deemed to be a part of the Common Areas of the Subdivision, and all the costs and expenses incurred by the Association to care for, to maintain and to replace from time to time the plants and all other landscaping improvements located within the Roundabout shall be deemed to be a portion of the Common Area Expenses.

7. Except as supplemented and amended by the provisions of this Second Supplemental Declaration and Third Amendment, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect.

8. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Second Supplemental Declaration and Third Amendment, shall collectively be referred to as the "**Declaration.**"

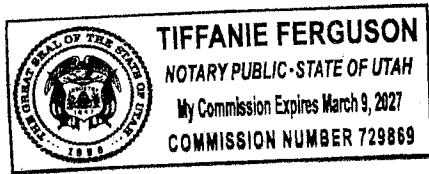
IN WITNESS WHEREOF, Declarant has caused this Second Supplemental Declaration and Third Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

MOUNTAINVILLE DEVELOPMENT CORPORATION,  
a Utah corporation

By: *Bart Boggess*  
Name: Bart Boggess  
Title: president

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

The foregoing instrument was acknowledged to me this 31<sup>st</sup> day of May, 2023, by Bart Boggess, in such person's capacity as the President of Mountainville Development Corporation, a Utah corporation.



*Tiffa Ferguson*  
NOTARY PUBLIC

**EXHIBIT "A"**  
**TO**  
**SECOND SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT**  
**TO THE DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR MAPLETON HEIGHTS**

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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:

**PLAT C LEGAL DESCRIPTION**

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°35'31"E 1091.29 FEET AND S00°24'29"E 463.31 FEET FROM THE SOUTHWEST CORNER OF SECTION 22; THENCE N54°25'58"E 111.50 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.30 FEET, A DELTA ANGLE OF 89°39'38", A CHORD BEARING OF S80°44'13"E, AND A CHORD LENGTH OF 28.20 FEET; THENCE S35°54'24"E 113.22 FEET; THENCE N57°29'51"E 309.44 FEET; THENCE N87°16'50"E 297.35 FEET; THENCE N89°59'06"E 40.00 FEET; THENCE N00°00'54"W 1.89 FEET; THENCE N87°24'43"E 25.84 FEET; THENCE N89°38'27"E 69.40 FEET; THENCE S00°42'02"E 136.53 FEET; THENCE S35°22'38"E 48.64 FEET; THENCE S00°00'54"E 344.33 FEET; THENCE S24°29'52"E 63.33 FEET; THENCE S11°53'56"E 140.24 FEET; THENCE S79°21'22"W 194.40 FEET; THENCE S62°31'48"W 172.00 FEET; THENCE N27°28'12"W 64.31 FEET; THENCE N72°53'21"W 36.20 FEET; THENCE S61°41'29"W 514.08 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE STREET (U.S. 89); THENCE N28°10'55"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 305.42 FEET; THENCE N61°49'31"E 362.28 FEET; THENCE N33°52'10"W 498.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 639,355 SQUARE FEET OR 14.678 ACRES MORE OR LESS.