

**SECOND SUPPLEMENTAL
DECLARATION**

OF

**COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

RIVER VALLEY 2 HOA
(a Utah Expandable Residential Community)

July 2020

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This Second Supplemental Declaration of Covenants, Conditions and Restrictions for River Valley 2 HOA (“Second Supplemental Declaration”) is made and executed by River Valley Development, LLC, a Utah limited liability company, and by J. Burdette Stocking, collectively referred to herein as “Declarants”.

RECITALS:

WHEREAS, on August 7, 2019, the Declaration of Covenants, Conditions and Restrictions for River Valley 2 HOA (hereinafter the “Declaration”), as part of a plan for the overall development of the River Valley 4-Plex Subdivision, Phase 2, Lot 22 and 23 Amended, (the “Project”), was recorded in the office of the County Recorder of Box Elder County in Book 1379, beginning on Page 271, as Entry No. 399675; and

WHEREAS, on April 23, 2020, the Supplemental Declaration of Covenants, Conditions and Restrictions for River Valley 2 HOA (hereinafter the “Supplemental Declaration”), as part of a plan for the overall development of the Project, was recorded in the office of the County Recorder of Box Elder County in Book 1409, beginning on Page 1630, as Entry No. 410699; and

WHEREAS, Declarants are fee simple owners of the real property described in Exhibit “A”, attached to this Second Supplemental Declaration, which real property is to be added to and become part of the Project. The property identified in Exhibit “A” is referred to herein as the “Phase 1” property; and

WHEREAS, the Declaration contains provisions declaring the Project to be an expandable subdivision and reserving to Declarants the authority to expand the Project by recording a Second Supplemental Declaration, and Declarants desire to amend the Declaration and expand the Project by adding the Phase 1 property to the Project; and

WHEREAS, the Phase 1 property shall consist of an additional twenty-four (24) Lots on land adjacent to the land included in the Project, and it is Declarants’ intent to subject the Phase 1 property to the provisions of this Second Supplemental Declaration to accomplish that purpose.

WHEREAS, by recording this Second Supplemental Declaration, Declarants are providing notice to the Lot Owners in the Project, which Lot Owners own those Lots described in Exhibit "B", attached hereto, that the Project is being expanded by adding the Phase 1 property; and

NOW, THEREFORE, for such purposes, Declarants hereby execute this Second Supplemental Declaration and declare that all of the Phase 1 property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of the Declaration and the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and shall be deemed to run with the land and shall be binding upon the current Lot Owners, all successors and assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

The above Recitals are incorporated herein by reference and made a part hereof. The terms defined in Article I of the Declaration shall have the same meaning when used in this Second Supplemental Declaration.

The Declaration and the Supplemental Declaration are amended, and the following provisions shall apply to Lots in the Project identified in Exhibits "A" and "B" attached hereto.

ARTICLE I DESCRIPTION OF ADDITIONAL LAND

- 1.1 **Phase 1 Property.** The additional real property which is hereby submitted to the provisions of the Declaration and this Second Supplemental Declaration and which shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, consists of the real property situated in Box Elder County, State of Utah, contained in Exhibit "A", and as shown on the plat contained in Exhibits "C", attached hereto.

ARTICLE II EFFECT OF FOREGOING SUBMISSION

- 2.1 **Subject to Declaration.** Declarants hereby declare that the real property described in Exhibit "A" hereto shall be annexed to and become subject to the provisions of the Declaration which upon recordation of this Second Supplemental Declaration shall constitute and effectuate the expansion of the Project, making the Phase 1 property described in Exhibit "A" to this Second Supplemental Declaration subject to the functions, power, rights, duties and jurisdiction of the River Valley 2 HOA. The Phase 1 property shall, in conjunction with the existing Lots described in Exhibit "B", constitute the Project, and all the property and/or Lots described in Exhibit "B" shall be subject to the provisions of the Declaration, the Supplemental Declaration and this Second Supplemental Declaration.

**ARTICLE III
LOTS CREATED BY EXPANSION**

- 3.1 **Additional Lots.** An additional twenty-four (24) Lots have been created and are part of the Phase 1 property described in Exhibit "A" of this Second Supplemental Declaration. Upon the recordation of this Second Supplemental Declaration the total number of Lots in the Project will be fifty-four (54).

**ARTICLE IV
CONSOLIDATED LEGAL DESCRIPTION**

- 4.1 **All Lots in Project.** The legal description of all the Lots in the Project as expanded by the recordation of this Second Supplemental Declaration consists of the Lots described in Exhibits "A" and "B" of this Second Supplemental Declaration, and which are reflected in the Plats that are recorded at the Box Elder County Records Office.

**ARTICLE V
EXPANSION**

- 5.1 **Right to Expand.** The Declaration originally included sixteen (16) Lots in the Project. The Supplemental Declaration added an additional fourteen (14) Lots to the Project. This Second Supplemental Declaration adds an additional twenty-four (24) Lots to the Project. Dwellings either have been constructed on each of the twenty-four (24) additional Lots or will be constructed. No assurances as to architecture, materials or type or size of Lots or Dwellings are made. Except as to the total number of Lots, there is no limitation as to the nature and location or locations of any improvements that may be made on any portions of the additional land. No assurances are made as to what improvements may be made or required in conjunction with construction of additional Lots and Dwellings.
- 5.2 **Expansion of Definitions.** In connection with this expansion, the definitions used in the Declaration automatically shall be expanded to encompass and refer to the Project as so expanded, e.g., "real property" shall mean the real property described in the Declaration, the Supplemental Declaration and/or this Second Supplemental Declaration. All conveyances of Lots and Units after such expansion shall be effective to transfer rights in the Project, as expanded, by references to this Second Supplemental Declaration and any supplemental Maps. The terms "Lot" and "Unit", as used in this Second Supplemental Declaration or in the Supplemental Declaration, shall mean a "Lot" as defined in the Declaration.
- 5.3 **Declaration Operative on New Lots.** The Phase 1 property created by this Second Supplemental Declaration shall be subject to all the terms and conditions of the Declaration, the Supplemental Declaration, this Second Supplemental Declaration, and any amendments to the Declaration or Supplemental Declaration.

- 5.4 **Equal Ownership and Voting.** Except for the Class B Member pursuant to Section 8.2 of the Declaration, each Lot Owner in the Project shall be entitled to one vote in the Association. Furthermore, as more fully described in Article X of the Declaration, each Owner of a Lot in the Project shall each pay an equal assessment, except that Declarants or Declarants' successor in interest shall not be obligated to pay any Common Expense assessment or any other assessment to the Association until the Lot has been conveyed to a third party and a Dwelling has been constructed on the Lot.
- 5.5 **Approval.** Declarants represent it is their intent to expand the Project and River Valley 2 HOA by adding Phase 1 to the Project. Phase 1 will be part of the River Valley 2 HOA and the Project at such time as this Second Supplemental Declaration is recorded.
- 5.6 **Owner's Association.** All Lot Owners within the Project shall be members of the River Valley 2 HOA, as set forth in the Declaration and subject to the bylaws thereof.

**ARTICLE VI
SEVERABILITY**

- 6.1 **Validity Not Affected.** If any of the provisions of this Second Supplemental Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Second Supplemental Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

**ARTICLE VII
EFFECTIVE DATE**

- 7.1 **Recording Date.** The effective date of this Second Supplemental Declaration shall be the date on which said instrument is filed for record with the office of the County Recorder of Box Elder County, State of Utah. From and after said date this Second Supplemental Declaration and the Plat of Phase 1 shall be part of the governing documents for River Valley 2 HOA.

[Signatures and Certification on Following Page]

CERTIFICATION

Declarants hereby certify they are authorized to execute this Supplement Declaration and are doing so pursuant to the provisions of Article XVII of the Declaration, which Article grants Declarants the option to expand the Project without a vote or consent of the Lot Owners.

Declarants have executed this instrument on the date shown below.

IN WITNESS WHEREOF, this 10 day of July, 2020.

DECLARANTS:

River Valley Development, LLC.

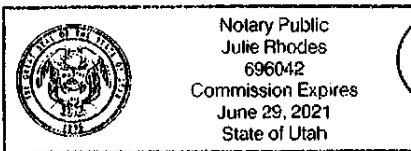
J. Burdette Stocking

By: *J. Burdette Stocking*
J. Burdette Stocking, Manager

J. Burdette Stocking
J. Burdette Stocking

STATE OF UTAH)
): ss.
COUNTY OF BOX ELDER)

On the 10 day of July, 2020, personally appeared before me, J. Burdette Stocking, who acknowledged to me that he is authorized to, and did in fact execute this Second Supplemental Declaration, personally and as manager on behalf of River Valley Development, LLC.



Julie Rhodes
NOTARY PUBLIC

EXHIBIT "A"

Legal Descriptions
Box Elder County

UNITS 1 THROUGH 24, RIVER VALLEY 4-PLEX SUBDIVISION, PHASE 01, LOTS 03, 04, 05 AND 07 AMENDED, TREMONTON CITY SURVEY. PART OF THE SOUTHEAST QUARTER SECTION 05, TOWNSHIP 11 NORTH, RANGE 03 WEST, SALT LAKE BASE AND MERIDIAN.

05-238-0140,05-238-0141,05-238-0142,05-238-0143,05-238-0144,05-238-0145,05-238-0146,
05-238-0147,05-238-0148,05-238-0149,05-238-0150,05-238-0151,05-238-0152,05-238-0153,
05-238-0154,05-238-0155,05-238-0156,05-238-0157,05-238-0158,05-238-0159,05-238-0160,
05-238-0161,05-238-0162,05-238-0163

EXHIBIT "B"

Legal Description
Box Elder County

ALL OF LOTS 1 THROUGH 16, RIVER VALLEY 4-PLEX SUBDIVISION PHASE 2,
LOT 22 AND 23 AMENDMENT 2, TREMONTON, BOX ELDER COUNTY, UTAH.

Parcel numbers 05-238-0123 thru 0138

ALL OF UNITS 01 THROUGH 06, RIVER VALLEY SUBDIVISION, PHASE 06, LOT
160 AMENDMENT, TCS. PART OF SEC 05, T 11N, R O3W, SLBM.

Parcel numbers 05-246-0019 thru 0024

ALL OF UNITS 01 THROUGH 08, RIVER VALLEY SUBDIVISION, PHASE 06, LOT
161 AMENDMENT 2, TCS. PART OF SEC 05, T 11N, R 93W, SLBM.

Parcel numbers 05-246-0025 thru 0032

UNITS 1 THROUGH 24, RIVER VALLEY 4-PLEX SUBDIVISION, PHASE 01, LOTS 03,
04, 05 AND 07 AMENDED, TREMONTON CITY SURVEY. PART OF THE
SOUTHEAST QUARTER SECTION 05, TOWNSHIP 11 NORTH, RANGE 03 WEST,
SALT LAKE BASE AND MERIDIAN.

Parcel number 05-238-0140 thru 0163

EXHIBIT "C"

PLAT

