

When Recorded Return To:

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

**FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
EDGEWATER TOWNHOMES AT AMERICAN FORK**

THIS FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDGEWATER TOWNHOMES AT AMERICAN FORK (this “**First Supplemental Declaration**”) is made as of August 29, 2023, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On October 20, 2021, Declarant caused to be recorded as Entry No. 178842:2021 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 Edgewater Townhomes at American Fork (the “**Original Declaration**”) pertaining to a residential unit development known as Edgewater Townhomes at American Fork located in American Fork, Utah County, Utah.

B. Article 4 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 covenants, restrictions, easements, charges and liens set forth in the Original Declaration, which shall be effective upon recording a supplemental declaration in the Official Records.

C. Pursuant to Article 4 of the Original Declaration, Declarant desires to subject that portion of the Additional Land described on Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Subject Property**”), to the Original Declaration.

D. Section 3.32(b) of the Original Declaration provides that Declarant shall have the right to amend unilaterally the Original Declaration during the Class B Control Period.

E. Declarant is executing and delivering this First Supplemental Declaration for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, and for the purpose of amending the Original Declaration as hereinafter set forth.

FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT

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. 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. All such provisions: (a) shall run with the Subject Property; (b) 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 (c) 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 1.47 of the Original Declaration.

3. Section 3.5(c). Section 3.5(c) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.5(c) Member's Easements and Rights of Way. Every Member of the Association shall as an Owner have the right and non-exclusive easement to use and enjoy the Common Areas in a manner consistent with the terms of this Declaration. The use by Owners and their guests of sidewalks and paths within the Common Areas of the Project 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 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 and paths within the Common Areas of the Project, other than gasoline-powered vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks and paths within the Common Areas of the Project may be controlled and regulated further pursuant to the rules and regulations adopted by the Board of Directors. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for the purpose of providing utilities to the Project and similar or related purposes. During the Class B Control Period, any such dedication or transfer shall be effective only if approved in writing by Declarant.

4. Section 3.5(f)(16). Section 3.5(f)(16) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.5(f)(16). Business Use. The Property within the Project shall not be used for any Business and/or Trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Permanent Resident may conduct business activities within a Unit so long as: (a) the Owner or Permanent Resident obtains all necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for the Project; (c) the Business and/or Trade activity does not involve door-to-door solicitation of residents of the Project; (d) the activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Permanent Residents of the Project, as may be determined in the sole discretion of the Board; and (e) the Owner or Permanent Resident obtains the prior written consent of the Board. This Section 3.5(f)(16) shall not apply to any activity conducted by Declarant with respect to its development and sale of the Lots and Units or its use of any Lots or Units which it owns within the Project. Notwithstanding the above, except for the nightly rental of a residence, the leasing of a residence shall not be considered a Business and/or Trade within the meaning of this Section 3.5(f)(16). For purposes of this Declaration, the nightly rental of a residence shall be considered a Business and/or Trade within the meaning of this Section 3.5(f)(16). The nightly rental of a residence within the Project shall only be permitted if the Owner of such residence lives within the residence on a full-time basis, as determined by the Board in its reasonable discretion.

5. Section 3.16(b). Section 3.16(b) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

Section 3.16(b). Class B. The Class B Member shall be Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally 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 and Units then owned by Declarant, on the happening of the first of the following events (herein referred to as the “**Event**” or “**Events**”):

- (1) Six (6) months after the date on which Declarant has sold all of the Lots and/or Units owned and developed by Declarant within the Project and on any of the Additional Land that may be subjected to this Declaration and become part of the Project, pursuant to Article 4 hereof; or

(2) Ten (10) years from the date the Declaration was recorded in the Office of the Recorder of Utah County, Utah; or

(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 in the Office of the Recorder of Utah County, Utah 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.

From and after the happening of the first to occur of the Events, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot and/or Unit owned. At such time, Declarant shall call a meeting, in the manner described in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B status.

6. Section 3.35(a). Section 3.35(a) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

Section 3.35(a). Sales Office and Model Lots. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots or Units and parking incidental to the showing of model Lots or Units at any time. Such office and/or models may be one or more of the Lots or Units owned by Declarant, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort within the Project 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 or Units within the Project utilized for model Lots or Units and the associated parking of vehicles.

7. No Other Changes. 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. The Original Declaration, as supplemented and amended by this First Supplemental Declaration, shall collectively be referred to as the "**Declaration**."

8. Subjection by Owner. West 310-American Fork, L.P., a Delaware limited partnership ("**Owner**"), is the owner of a portion of the Subject Property, which portion of the Subject Property owned by Owner is more particularly described on Exhibit B, which is attached hereto and incorporated herein by this reference (the "**Owner Property**"). Owner, as the owner of the Owner Property, hereby subjects the Owner Property to the Original Declaration, as supplemented and amended by this First Supplemental Declaration, to the full extent that the

Subject Property is subjected to the Original Declaration, as supplemented and amended by this First Supplemental Declaration, as described in Section 2 of this Supplemental Declaration. The execution of this Supplemental Declaration by Owner shall constitute and evidence the subjection by Owner of the Owner Property to the Original Declaration, as supplemented and amended by this First Supplemental Declaration.

IN WITNESS WHEREOF, Declarant and Owner have caused this First Supplemental Declaration to be executed by persons duly authorized to execute the same.

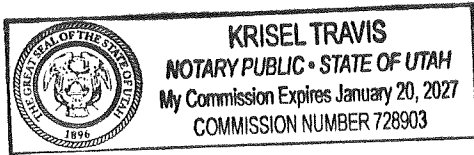
**DECLARANT:**

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 before me this *29* day of *August*, 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

**OWNER:**

West 310 – American Fork, L.P.,  
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC,  
a Delaware limited liability company  
General Partner

By: Cal Hearthstone Public Builder Lot Option, LLC,  
a Delaware limited liability company  
Sole Member

By: Hearthstone Professionals – CS, L.P.,  
a Delaware limited partnership  
Member Manager



By: \_\_\_\_\_  
Steven C. Porath  
Authorized Person

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Steven C. Porath, in his capacity as the Authorized Person of Hearthstone Professional – CS, L.P., a Delaware limited partnership, which executed the foregoing instrument in its capacity as the Member Manager of Cal Hearthstone Public Builder Lot Option, LLC, a Delaware limited liability company, which executed the foregoing instrument in its capacity as the Sole Member of Cal Hearthstone PBLO GP, LLC, a Delaware limited liability company, which executed the foregoing instrument in its capacity as the General Partner of West 310 – American Fork, L.P., a Delaware limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

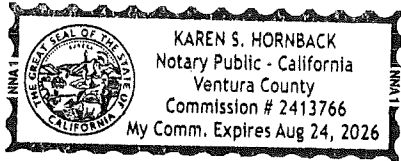
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On August 28, 2023 before me, Karen S. Hornback, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Porath
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen S. Hornback
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: Other:

Signer is Representing: Signer is Representing:

**EXHIBIT A  
TO  
FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
EDGEWATER TOWNHOMES AT AMERICAN FORK**

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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:

All Common Area, Limited Common Area, Private Streets and Lots 155 through 178, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 4, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah on June 20, 2023 as Entry No. 39778:2023.

All Common Area, Limited Common Area, Private Streets and Lots 147 through 154 and 179 through 196, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 4, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah on June 20, 2023 as Entry No. 39778:2023.

All Common Area, Limited Common Area, Private Streets and Lots 103 through 146, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 5, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah on June 20, 2023 as Entry No. 39779:2023.

All Common Area, Limited Common Area, Private Streets and Lots 197 through 242, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 6, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah on June 20, 2023 as Entry No. 39780:2023.

Tax Parcel Identification Numbers:

38-704-0147 through 38-704-196;  
38-705-0103 through 38-705-0146; and  
38-706-0197 through 38-706-0242



**EXHIBIT B  
TO  
FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
EDGEWATER TOWNHOMES AT AMERICAN FORK**

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**Legal Description of the Owner Property**

The Owner Property consists of that certain real property located in Utah County, Utah more particularly described as follows:

**PARCEL 1:**

Lots 147 through 154, inclusive, and 179 through 196, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 4, according to the official plat thereof as recorded on June 20, 2023 as Entry No. 39778:2023 in the office of the Utah County Recorder, State of Utah.

**PARCEL 1A:**

A non-exclusive easement for ingress and egress over and across the private roadways as delineated on the official plat of EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 4 as recorded on June 20, 2023 as Entry No. 39778:2023 in the office of the Utah County Recorder, State of Utah.

**PARCEL 2:**

Lots 103 through 146, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 5, according to the official plat thereof as recorded on June 20, 2023 as Entry No. 39779:2023 in the office of the Utah County Recorder, State of Utah.

**PARCEL 2A:**

A non-exclusive easement for ingress and egress over and across the private roadways as delineated on the official plat of EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 5 as recorded on June 20, 2023 as Entry No. 39779:2023 in the office of the Utah County Recorder, State of Utah.

**PARCEL 3:**

Lots 197 through 242, inclusive, EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 6, according to the official plat thereof as recorded on June 20, 2023 as Entry No. 39780:2023 in the office of the Utah County Recorder, State of Utah.

PARCEL 3A:

A non-exclusive easement for ingress and egress over and across the private roadways as delineated on the official plat of EDGEWATER TOWNHOMES AT AMERICAN FORK PLAT 6 as recorded on June 20, 203 as Entry No. 39780:2023 in the office of the Utah County Recorder, State of Utah.

Tax Parcel Identification Numbers:

38-704-0147 through 38-704-0154;  
38-704-0179 through 38-704-0196;  
38-705-0103 through 38-705-0146; and  
38-706-0197 through 38-706-0242