

When Recorded Return To:

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

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

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EDGEWATER TOWNHOMES AT AMERICAN FORK (this “**Third Amendment**”) is made as of February 5, 2024, 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 City, Utah County, Utah.

B. On August 30, 2023, Declarant caused to be recorded as Entry No. 56981:2023 in the Official Records that certain First Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Edgewater Townhomes at American Fork (the “**First Supplemental Declaration**”).

C. On October 13, 2023, Declarant caused to be recorded as Entry No. 67622:2023 in the Official Records that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Edgewater Townhomes at American Fork (the “**Second Amendment**”).

D. The Original Declaration, as previously supplemented and amended, pertains to and affects that certain real property located in Utah County, Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

E. 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 for any purpose that Declarant deems to be in the best interest of the Project.

F. Pursuant to Section 3.32(b) of the Original Declaration, Declarant is executing and recording this Third Amendment for the purpose of amending certain provisions of the Original Declaration, as previously supplemented and amended, as hereinafter set forth.

THIRD AMENDMENT

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

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

2. Section 3.5(f)(16). Section 3.5(f)(16) of the Original Declaration, as previously amended, 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: (a) the terms and conditions for the use of such residence for nightly rental purposes complies with all of the City's ordinances, restrictions and regulations pertaining to the permitted and authorized nightly rental of a dwelling within the City, and (b) the Board approves the use of such residence for nightly rental purposes, which approval may be revoked by the Board at any time in the Board's sole discretion.

3. No Other Changes. Except as amended by the provisions of this Third Amendment, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect. The Original Declaration, as previously supplemented and amended, and as amended by this Third Amendment, shall collectively be referred to as the "**Declaration.**"

IN WITNESS WHEREOF, Declarant has caused this Third Amendment to be executed by a person duly authorized to execute the same.

**DECLARANT:**

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

By: *Adam R. Losev*  
Name: *Adam R. Losev*  
Title: *Vice President*  
Date of Execution: *2/5/*, 2024

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

The foregoing instrument was acknowledged before me this *5* day of *February* 2024, by *Adam R. Losev*, 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 AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
EDGEWATER TOWNHOMES AT AMERICAN FORK**

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**Legal Description of the Property**

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

**EDGEWATER AF PLAT 1,2, & 3**

Beginning at a point on the southern right of way line of 300 South which is South 89°53'29" East along the section line 502.63 feet and South 2264.59 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°29'34" East 379.95 feet along said right of way line; thence South 01°03'56" West 211.47 feet; thence North 89°02'54" West 221.96 feet; thence North 01°03'56" East 30.12 feet; thence North 89°06'00" West 114.67 feet; thence North 00°54'00" East 10.27 feet; thence North 89°06'00" West 57.68 feet more or less to the eastern right of way line of 1150 West; thence North 00°54'00" East 153.27 feet along said right of way line; thence along the arc of a 15.00 foot radius curve to the right 23.46 feet through a central angle of 89°36'26", the chord bears North 45°42'13" East 21.14 feet to the point of beginning.

Area = 1.768 Acres

**And Also**

Beginning at a point on the eastern right of way line of 1150 West which is South 89°53'29" East along the section line 485.09 feet and South 2432.64 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°06'00" East 57.68 feet; thence South 00°54'00" West 10.27 feet; thence South 89°06'00" East 114.67 feet; thence South 01°03'56" West 30.12 feet; thence South 89°02'54" East 61.00 feet; thence South 01°03'56" West 219.71 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00", the chord bears South 43°56'04" East 21.21 feet more or less to the northern right of way line of 350 South; thence North 88°56'04" West 232.63 feet along said right of way line; thence along the arc of a 15.00 foot radius curve to the right 23.52 feet through a central angle of 89°50'04", the chord bears North 44°01'02" West 21.18 feet more or less to the eastern right of way line of 1150 West; thence North 00°54'00" East 259.53 feet along said right of way line to the point of beginning.

Area = 1.386 Acres

**And Also**

Beginning at a point which is South 89°53'29" East along the section line 717.69 feet and South 2476.30 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°02'54" East 160.96 feet; thence South 89°06'07" East 195.19 feet more or less to the western right of way line of 1100 West; thence along the arc of a 708.00 foot radius curve to the right 138.08 feet through a central angle of 11°10'29", the chord bears South 04°38'42" East 137.87 feet along said right of way line; thence South 00°56'33" West 78.38 feet along said right of way line; thence along the arc of a 20.00 foot radius curve to the right 31.46 feet through a central angle of 90°07'23", the chord bears South 46°00'14" West 28.31 feet more or less to the northern right of way line of 350 South; thence North 88°56'04" West 335.03 feet along said right of way line; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00", the chord bears North 43°56'04" West 21.21 feet; thence North 01°03'56" East 219.71 feet to the point of beginning.

Area = 1.979 Acres

**And Also**

**EDGEWATER AF PLAT 4, 5 & 6 BOUNDARY**

Beginning at a point which is South 89°53'29" East along the section line 426.31 feet and South 2800.40 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S 89°06'00" E 53.00 feet to a point of curvature; thence along an arc 23.59 feet to the right, having a radius of 15.00 feet, the chord bears N 45°57'19" E 21.23 feet to a point on the southern right of way line of 350 South; thence S 88°56'04" E 570.12 feet to a point of curvature; thence along an arc 31.37 feet to the right, having a radius of 20.00 feet, the chord bears S 43°59'45" E 28.25 feet more or less to the western right of way line of 1100 West; thence along said right of way the following five (5) calls: 1) S 0°56'33" W 140.54 feet; 2) along an arc 114.04 feet to the right, having a radius of 710.50 feet, the chord bears S 5°32'27" W 113.92 feet; 3)

S 10°08'21" W 120.25 feet; 4) along an arc 126.73 feet to the left, having a radius of 789.50 feet, the chord bears S 5°32'27" W 126.59 feet; 5) S 0°56'33" W 9.86 feet to a point of curvature; thence along an arc 31.45 feet to the right, having a radius of 20.00 feet, the chord bears S 46°00'15" W 28.31 feet; thence S 0°50'57" W 60.49 feet more or less to the southern right of way line of 450 South; thence N 88°56'04" W 531.16 feet to a point of curvature; thence along an arc 23.61 feet to the left, having a radius of 15.00 feet, the chord bears S 45°58'58" W 21.24 feet; thence N 89°06'00" W 53.00 feet; thence N 0°54'00" E 609.42 feet to the POINT OF BEGINNING.

Area = 8.931 acres (389,052 sq. ft.)