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Book - 11267 Pg - 2989-2993
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
D.R. HORTON INC
12351 S GATEWAY PARK PL #D100
DRAPER, UT 84020
BY: ZHA, DEPUTY - WI 5 P.

When Recorded Return To:

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

Parcel No: 143232-6001

**SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GATEWAY TO LITTLE VALLEY**

THIS SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GATEWAY TO LITTLE VALLEY (this "**Second Supplemental Declaration**") is made as of November 4, 2021, by D. R. HORTON, INC., a Delaware corporation ("**Declarant**"), with reference to the following:

A. On January 22, 2021, Forestar (USA) Real Estate Group Inc., a Delaware corporation ("**Original Declarant**"), caused to be recorded as Entry No. 13540701 in Book 11103, beginning at Page 6206, in the official records of the Office of the Recorder of Salt Lake County, Utah (the "**Official Records**"), that certain Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley (the "**Original Declaration**") pertaining to a master planned development known as Gateway to Little Valley or Little Valley Gateway.

B. On June 16, 2021, Original Declarant caused to be recorded as Entry No. 13693275 in Book 11192, beginning on page 1110, in the Official Records that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley (the "**First Supplemental Declaration**").

C. On October 25, 2021, Original Declarant caused to be recorded as Entry No. 13806819 in Book 11258, beginning on page 8978, in the Official Records that certain Assignment of Declarant's Rights for Gateway to Little Valley, pursuant to which Original Declarant assigned to Declarant all of Original Declarant's rights, title and interest as the declarant under the Original Declaration, as supplemented by the First Supplemental Declaration, and Declarant accepted the assignment of all rights, title and interest as declarant under the Original Declaration, as supplemented by the First Supplemental Declaration.

D. The Original Declaration provides that Declarant shall have the right and option, from time to time 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 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, as previously amended and supplemented by the First Supplemental Declaration.

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 of the Original Declaration as set forth herein.

H. Declarant is executing and delivering this Second Supplemental Declaration for the purpose of amending certain provisions of the Original Declaration and for the purpose of subjecting the Subject Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration as previously amended and supplemented by the First Supplemental Declaration.

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

1. All defined terms as used in this Second Supplemental Declaration shall have the same meanings as those set forth in the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, unless otherwise defined in this Second Supplemental Declaration.

2. Section 4.2.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.2 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except that no more than 2 dogs, and/or no more than 2 cats may be kept in or on a Lot or Unit, subject to any additional rules and regulations adopted by the Association through its Board of Directors. Notwithstanding any of the foregoing, no dog of any breed that is commonly known as an aggressive breed shall be allowed. Under no circumstances shall any pets be kept, bred, or maintained for any commercial purpose. Furthermore, within the Limited Common Area of any Unit: (a) any pet kept outside must be on a leash at all times, and (b) no pets may be kept outside overnight. If the Unit Owner desires: (a) to keep a pet outside overnight, or (b) to keep a pet unleashed outside at any time, then in order to do so the Owner of such Unit must first erect a fence enclosing the Limited Common Area for such Unit, and the Owner of such Unit must receive prior written consent from the Board of Directors for the type, material and color of such fence before installing such fence.

Notwithstanding this provision, no pet enclosures shall be erected, placed or permitted to remain on any portion of the Common Areas, nor shall pets be kept tied to any structure outside the Unit. The keeping of pets and their ingress and egress to the Common Areas shall be subject to such rules and regulations as may be issued by

the Board of Directors. Pets must be on a leash at all times when outside a Unit.

If a pet defecates on any portion of the Common Areas, the Owner of such pet shall immediately remove all feces left upon the Common Areas by such Owner's pet. If the Owner or resident of the Project fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use of or travel upon the Common Areas. The Board of Directors may subject ingress, egress, use or travel by a pet upon the Common Areas to a user and maintenance fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner, or resident of the Project to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health or welfare of any Owner, resident, invitee or Guest of the Project or which creates a nuisance (e.g., unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Project upon seven (7) days written notice by the Board of Directors. Upon the written request of any Owner or Resident, the Board shall conclusively determine, in its sole and absolute subjective discretion, whether for the purposes of this Section 4.2.2, a particular animal, fish or bird is a generally recognized house or yard pet, whether such a pet is a nuisance or whether the number of animals, fish or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

3. The Subject Property is hereby subjected to the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, 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 previously amended and supplemented by the First Supplemental Declaration, and as amended and supplemented by this Second 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.

4. The provisions of the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and as amended and supplemented by this Second Supplemental Declaration, 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.

5. The Land Use Classifications and Neighborhood Designations for the Subject Property shall be as follows:

EXHIBIT "A"
TO
SECOND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GATEWAY TO LITTLE VALLEY

Legal Description of the Subject Property

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

BOUNDARY DESCRIPTIONS

A parcel of land being a portion of an entire tract described in that Special Warranty Deed, recorded as Entry No. 13131579, in Book 10864, at Page 244, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Area 1

A parcel of land situate in the Southwest Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of Cordero Drive as depicted on the Gateway to Little Valley Road Dedication Plat, recorded as Entry No. 13535252 in Book 2021P at Page 20 in the Office of the Salt Lake County Recorder, said point being South 00°01'06" West 1,115.63 feet along the section line and West 958.44 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said Northerly Right-of-Way Line the following two (2) courses:

(1) Southwesterly 23.79 feet along the arc of a 15.00 foot radius curve to the right (center bears North 75°34'57" West and the chord bears South 59°51'09" West 21.37 feet with a central angle of 90°52'12");

(2) Northwesterly 645.45 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 15°17'15" East and the chord bears North 68°06'57" West 644.02 feet with a central angle of 13°11'37");

thence North 27°12'09" East 205.97 feet;

thence Southeasterly 32.84 feet along the arc of a 2,597.00 foot radius curve to the left (center bears North 28°34'17" East and the chord bears South 61°47'28" East 32.84 feet with a central angle of 00°43'28");

thence North 26°21'59" East 125.98 feet;

thence South 63°45'36" East 143.04 feet;

thence South 67°01'47" East 132.32 feet;

thence South 69°53'52" East 133.15 feet;

thence South 73°12'49" East 147.00 feet to the Westerly Right-of-Way Line of Cloud Peak Drive as depicted on the said Gateway to Little Valley Road Dedication Plat;

thence South 14°25'03" West 316.72 feet along Westerly Right-of-Way Line to the point of beginning.

Contains 203,331 Square Feet or 4.668 Acres