

When Recorded Return To:

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

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

THIS FOURTH SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GATEWAY TO LITTLE VALLEY (this "**Fourth Supplemental Declaration**") is made as of April 26, 2023, 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 at 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 at 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. On November 10, 2021, Declarant caused to be recorded as Entry No. 13820627 in Book 11267, beginning at Page 2989, in the Official Records that certain Second Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley (the "**Second Supplemental Declaration**").

E. On June 2, 2022, Declarant caused to be recorded as Entry No. 13963148 in Book 11344, beginning at Page 9365, in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley (the "**Third Supplemental Declaration**").

F. 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.

G. 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.

H. 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.

I. Pursuant to Section 17.2.2 of the Original Declaration, Declarant desires to amend certain provisions of the Original Declaration, as previously amended and supplemented, and as set forth herein.

J. Declarant is executing and delivering this Fourth Supplemental Declaration for the purpose of amending certain provisions of the Original Declaration, as previously supplemented and amended, 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 supplemented and amended.

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

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

2. Amendment of Section 1.60 of the Original Declaration. Section 1.60 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.60 "Period of Declarant Control" shall mean the period of time during which Declarant owns and exercises the Class B Membership rights, which Period of Declarant Control shall commence upon the Recording of this Declaration and which Period of Declarant Control shall continue until the first to occur of the Events described and defined in Sections 6.3.2.1, 6.3.2.2 and 6.3.2.3 of this Declaration.

3. Amendment of Section 3.6 of the Original Declaration. Section 3.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.6 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Community Areas. The use by Owners and Residents and their

guests, families, tenants and invitees of sidewalks, paths, walks and lanes within the Community Areas 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 can 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, paths, walks and lanes within the Community Areas, other than gasoline-powered vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks, paths, walks and lanes within the Community Areas may be controlled and regulated further pursuant to the Gateway to Little Valley Rules adopted by the Board. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots, Units and Parcels and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over the Community Areas and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the City or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

4. Amendment of Section 4.2.2 of the Original Declaration. Section 4.2.2 of the Original Declaration, as previously amended by the Second Supplemental Declaration, is hereby amended and restated in its entirety to read as follows:

4.2.2 Animals. No animal, bird, or fish, other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot, Unit or Parcel and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or within a Dwelling Unit or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than five (5) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Community Areas, the Owner of such pet shall immediately remove all feces left upon the Community Areas by such Owner's pet. If an Owner or Resident fails to abide by the rules and regulations and/or covenants

applicable to pets, the Board may bar such pet from use of or travel upon the Community Areas. The Board may subject ingress, egress, use, or travel upon the Community Areas by a Person with a pet to a Special Use Fee, which may be a general fee for all similarly situated Persons or a specific fee imposed for failure of an Owner or Resident to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or Resident of a Lot, Unit or Parcel or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board, must be permanently removed from the Property upon seven (7) days' written notice by the Board. 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.

5. Amendment of Section 4.2.22 of the Original Declaration. Section 4.2.22 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.22 Recreational Vehicles. No motor vehicle classed by manufacturer rating as exceeding one-ton, nor any motorhome, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle (collectively referred to here as a "**Recreational Vehicle**") may be parked, maintained, constructed, reconstructed or repaired on any Lot, Unit or Parcel or on any street or Community Area in Gateway to Little Valley so as to be Visible From Neighboring Property, or visible from the Community Areas or the streets; provided, however, the provisions of this Section 4.2.22 shall not apply to (i) regular-sized passenger vehicles, mini vans, sports utility vehicles, golf carts and pickup trucks that do not fall within the definition of Recreational Vehicles, which are parked as provided in Section 4.2.23 below and are used on a regular and recurring basis for basic transportation; (ii) Recreational Vehicles that are parked on a Lot, Unit or Parcel within an enclosed garage or that are parked on a concrete pad or on an all-weather surface area (such as compacted gravel, but not grass or dirt) approved by the ARC located upon a Lot, Unit or Parcel behind an enclosed fence not less than six (6) feet in height, which fence must be offset from and be behind the front corner of the residential structure on such Lot, Unit or Parcel by not less than two (2) feet; or (iii) Recreational Vehicles parked in a Recreational Vehicle storage area approved by the ARC.

6. Amendment of Section 4.2.30 of the Original Declaration. Section 4.2.30 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.30 Model Units. The provisions of this Declaration which, in certain instances, prohibit non-Residential use of Lots, Units and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model Dwelling Units by Merchant Builders engaged in the construction of Dwelling Units within Gateway to Little Valley and parking incidental to the visiting of such model Dwelling Units, provided that Declarant, in Declarant's sole discretion, approves: (a) the construction and use by such Merchant Builder of each such model Dwelling Unit, (b) the location of each such model Dwelling Unit, and (c) the opening and closing hours for each such model Dwelling Unit, and provided further that the construction, operation and maintenance of each such model Dwelling Unit otherwise complies with all of the provisions of this Declaration. Declarant, in Declarant's sole discretion, may also approve areas within Gateway to Little Valley to be used for parking in connection with the showing of model Dwelling Units by Merchant Builders, so long as such parking and parking areas are in compliance with the ordinances of the governing Municipal Authority and with the Governing Documents. Any Dwelling Unit constructed as a model Dwelling Unit by a Merchant Builder and approved for such use by Declarant, in Declarant's sole discretion, shall cease to be used as a model Dwelling Unit at any time the Merchant Builder thereof is not actively engaged in the construction and sale of Dwelling Units within Gateway to Little Valley. No Dwelling Unit within Gateway to Little Valley shall be used as a model Dwelling Unit by a Merchant Builder for the sale of Dwelling Units not located within Gateway to Little Valley. Notwithstanding the foregoing provisions of this Section 4.2.30 or any other provisions within this Declaration. Declarant, in Declarant's sole discretion, shall have the right to utilize Lots within Gateway to Little Valley owned by Declarant for the construction and use of model Dwelling Units and for parking incidental to the showing of model Dwelling Units in connection with the sale by Declarant of Dwelling Units within Gateway to Little Valley 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 within Gateway to Little Valley utilized for model Dwelling Units and the associated parking of vehicles.

7. Amendment of Section 6.3.2 of the Original Declaration. Section 6.3.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.2 The Class B Memberships shall be held only by Declarant and any successor of Declarant who takes title to any Lot, Unit or Parcel from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Declarant shall 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, Units or Parcels then owned by Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):

6.3.2.1 Sixty (60) days after the date on which Declarant has sold all of the Lots, Units and/or the Parcels owned and developed by Declarant within Gateway to Little Valley and on any of the Additional Land that may be subjected to this Declaration and become part of Gateway to Little Valley, pursuant to Article XIX hereof; or

6.3.2.2 Twenty-five (25) years from the date the Declaration was Recorded; or

6.3.2.3 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 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.

8. Amendment of Section 6.3.4 of the Original Declaration. Section 6.3.4 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.4 During the Period of Declarant Control, Declarant, as the holder of the right to vote the Class B Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

9. Subject Property Subjected to the Original Declaration, as Supplemented and Amended. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended, 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 supplemented and amended, and as supplemented and amended by this Fourth 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 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. The Subject Property shall hereafter be deemed to be part of the Property, as such term is defined in Section 1.64 of the Original Declaration. The Neighborhood Designations for the Subject Property shall be as follows:

Gateway to Little Valley Phase 4 Plat

<u>Lot Numbers</u>	<u>Neighborhood Designation</u>
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1392 to 1564, inclusive
408 to 437, inclusive

Townhome Lots
Single Family Lots

10. Declaration Redefined. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration, shall collectively be referred to as the "**Declaration**." Except as supplemented and amended by the provisions of this Fourth Supplemental Declaration, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect.

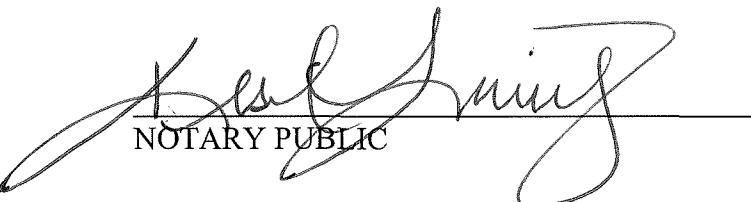
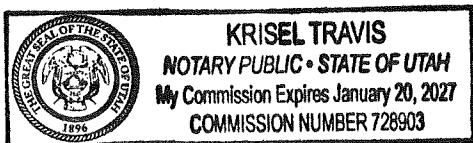
IN WITNESS WHEREOF, Declarant has executed this Fourth Supplemental Declaration as of the day first above written.

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

By: John B. Jr.
Name: Adam R. Loser
Title: Vice President

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

The foregoing instrument was acknowledged to me this 26 day of April, 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

A large, handwritten signature of "KRISEL TRAVIS" is written over a horizontal line. Below the signature, the words "NOTARY PUBLIC" are printed in a smaller, sans-serif font.

EXHIBIT "A"
TO
FOURTH SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT 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:

Gateway to Little Valley Phase 4 Plat

A parcel of land situate in the Northwest 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 being South 00°01'06" West 138.37 feet along the section line and West 888.03 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 17°11'57" West 31.98 feet;

thence South 00°01'05" West 347.48 feet;

thence South 14°27'53" West 149.96 feet;

thence Northwesterly 71.34 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 17°16'32" East and the chord bears North 71°51'10" West 71.34 feet with a central angle of 01°44'35");

thence Northwesterly 22.37 feet along the arc of a 15.00 foot radius curve to the right (center bears North 19°01'07" East and the chord bears North 28°15'30" West 20.35 feet with a central angle of 85°26'45");

thence North 66°42'37" West 50.60 feet;

thence Southwesterly 25.27 feet along the arc of a 15.00 foot radius curve to the right (center bears North 75°32'07" West and the chord bears South 62°43'48" West 22.39 feet with a central angle of 96°31'50");

thence Northwesterly 174.07 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 20°59'43" East and the chord bears North 66°52'42" West 174.03 feet with a central angle of 04°15'11");

thence Northwesterly 23.80 feet along the arc of a 15.00 foot radius curve to the right (center bears North 25°14'54" East and the chord bears North 19°17'26" West 21.38 feet with a central angle of 90°55'20");

thence North 63°43'52" West 50.00 feet;

thence Southwesterly 23.84 feet along the arc of a 15.00 foot radius curve to the right (center bears North 63°49'46" West and the chord bears South 71°41'35" West 21.41 feet with a central angle of 91°02'43");

thence Northwesterly 147.41 feet along the arc of a 2,345.00 foot radius curve to the right (center bears North 27°12'56" East and the chord bears North 60°59'01" West 147.39 feet with a central angle of 03°36'06");

thence Northwesterly 25.08 feet along the arc of a 15.00 foot radius curve to the right (center bears North 30°49'03" East and the chord bears North 11°16'50" West 22.26 feet with a central angle of 95°48'15");

thence North 36°37'18" East 20.48 feet;

thence North 53°22'42" West 202.00 feet;

thence South 36°37'18" West 282.80 feet;

thence South 53°22'42" East 76.14 feet;

thence South 36°10'08" West 220.82 feet;

thence Northwesterly 96.06 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 34°39'29" East and the chord bears North 54°21'36" West 96.05 feet with a central angle of 01°57'49");

thence North 53°22'42" West 516.85 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 36°37'18" East and the chord bears North 08°22'42" West 21.21 feet with a central angle of 90°00'00");

thence North 36°37'18" East 777.35 feet;

thence Northeasterly 21.97 feet along the arc of a 15.00 foot radius curve to the right (center bears South 53°22'42" East and the chord bears North 78°34'44" East 20.06 feet with a central angle of 83°54'52");

thence Southeasterly 1,048.59 feet along the arc of a 4,504.70 foot radius curve to the left (center bears North 30°32'10" East and the chord bears South 66°07'56" East 1,046.23 feet with a central angle of 13°20'14") to the point of beginning.

Contains 784,650 Square Feet or 18.013 Acres and 30 Lots and 173 Units

Tax Parcel Numbers: