

When Recorded Return To:

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

**FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
OLD SORREL TOWNHOMES**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLD SORREL TOWNHOMES (this “**First Amendment**”) is made as of October 10, 2023, by D.R. HORTON, INC., a Utah Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On November 19, 2021, Declarant caused to be recorded as Entry No. 00781474 in the official records of the Office of the Recorder of Iron County, Utah (the “**Official Records**”), that certain Declaration of Covenants, Conditions and Restrictions for Old Sorrel Townhomes (the “**Original Declaration**”) pertaining to a residential unit development known as Old Sorrel Townhomes located on that certain real property (the “**Property**”) more particularly described on Exhibit A attached hereto and incorporated herein by this reference, which is in Cedar City, Iron County, Utah.

B. 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.

C. Declarant is executing and delivering this First Amendment for the purpose of amending the Original Declaration as hereinafter set forth.

FIRST AMENDMENT

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

1. Defined Terms. All defined terms as used in this First Amendment shall have the same meanings as those set forth in the Original Declaration, unless otherwise defined in this First Amendment.

2. Amendment of Section 1.16 of the Original Declaration. Section 1.16 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.16 Common Area and Common Areas shall mean and refer to all real property described and identified on a specific Plat as Common Area or Common Areas in which the Association owns an interest for the common

use and benefit of some or all of the Owners of the Lots or Units identified on such Plat, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

(a) The real property and interests in real property subjected to the terms of this Declaration, including the entirety of the land and all Improvements constructed thereon, except for and specifically excluding therefrom the individual Lots and Units;

(b) All Common Areas designated as such on the Plat;

(c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Units identified on a specific Plat and intended for the common use of all Owners of the Units identified on such Plat, including without limitation utility services such as telephone, electricity, natural gas, water and sewer;

(d) The outdoor grounds, detention basins, landscaping, street lighting, perimeter and preservation fences, sidewalks, trails, walking paths, parking spaces, private streets and allies identified on such Plat;

(e) All portions of the Project identified on a specific Plat that is not specifically included within the individual Units identified on such Plat; and

(f) All other parts of the Project identified on a specific Plat that is normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the land owned by the Association for the common benefit of the Owner of the Units identified on such Plat.

(g) Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such

Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit.

3. Amendment of Section 1.33 of the Original Declaration. Section 1.33 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.33 Limited Common Areas shall mean and refer to those portions of the Common Areas which are specifically designated on a specific Plat as "Limited Common Area" and which are thereby allocated for the exclusive use of one or more Units but fewer than all of the Units identified on such Plat. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot and within a Common Area.

4. New Section 1.60 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 1.60, which shall read as follows:

1.60 Neighboring Property shall mean any street within the Project (including annexed property) that is adjacent to the specific Lot or Unit in reference.

5. New Section 1.61 Added to the Original Declaration. The Original Declaration is hereby amended to add a new Section 1.61, which shall read as follows:

1.61 Visible From Neighboring Property shall mean, with respect to any object located on a Lot, that such object is or would be fully visible or unobscured from any street adjacent to the Lot on which the specific object is located.

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

(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, paths and trails 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, paths and trails 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, paths and trails 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.

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

(4) Trash Containers and Collection. All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. In the event the City will not provide trash removal service within the Project, then the Association shall engage the services of a private company to perform trash pickup service within the Project, and the expenses incurred by the Association to arrange

for such trash pickup services shall be deemed to be a Common Areas Expense. No garbage, recycling or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style as issued by the municipality in which the Project is located or by the Association or as otherwise approved by the Board. In no event shall such containers be maintained so as to be Visible From Neighboring Property, except to make the same available for collection within a 24-hour period. Notwithstanding any other provision or restriction to the contrary set forth in this Declaration, on a Lot where the garage is located on the rearward side of the Dwelling Unit, a maximum of two containers may be kept or stored immediately adjacent to the garage for such Dwelling Unit within the Limited Common Area that has been allocated for the exclusive use of such Dwelling Unit. All rubbish, recycling, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot, Unit or Parcel.

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

(16) Business Activities. 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.

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

(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) Sixty (60) days 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) Twenty-five (25) years from the date the Declaration was recorded in the Office of the Recorder of Iron 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 Iron 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 (the “**Transition Date**”) 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.

10. Amendment of Section 3.34(a) of the Original Declaration. Section 3.34(a) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(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.

11. No Other Changes. Except as amended by the provisions of this First Amendment, the Original Declaration shall remain unmodified and in full force and effect. The Original Declaration, as amended by this First Amendment, shall collectively be referred to as the **“Declaration.”**

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

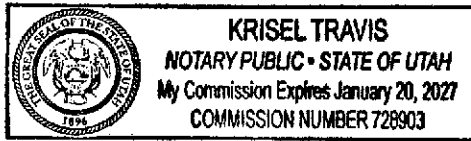
DECLARANT:

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

By: *Adam R. User*
Name: Adam R. User
Title: Vice President

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 10 day of October, 2023, by Adam R. User in such person's capacity as the Vice President of D.R. HORTON, INC., a Delaware corporation.



Krisel Travis
NOTARY PUBLIC

**EXHIBIT A
TO
FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
OLD SORREL TOWNHOMES**

Legal Description of the Property

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

All of Lots 1001 TO 1115 and all Common Area, Limited Common Areas and Private Roadways as designated on the recorded subdivision plat, OLD SORREL TOWNHOMES P.U.D., PHASE 1, recorded November 19, 2021 as Entry No. 781473 Book 1583 Page 488 Iron County Recorder, Utah., Inclusive.

Tax Identification Numbers: B-1857-1001-0000 to B-1857-1115-0000; B-1857-0039-0000