



ENT 87256:2010 PG 1 of 11
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Oct 11 4:51 pm FEE 74.00 BY CS
RECORDED FOR PROVO LAND TITLE COMPANY

When Recorded, Mail To:
D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attn: Boyd A. Martin

**SUPPLEMENTAL DECLARATION AND AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT**

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT (this "Supplemental Declaration") is executed this 31st day of October, 2010 by HIDDEN ACRES PROPERTIES, LLC, a Utah limited liability company (the "Declarant").

RECITALS:

A. Declarant and Seung Hong Min previously executed that certain Declaration of Covenants, Conditions and Restrictions for Hidden Acres Planned Residential Development dated December 11, 2007, which was recorded in the Office of the Recorder of Utah County, Utah on December 12, 2007 as Entry No. 171706:2007 (the "Original Declaration"). The Original Declaration, as amended and supplemented pursuant to this Supplemental Declaration, is collectively referred to herein as the "Declaration." All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Original Declaration.

B. The Original Declaration pertains to and affects that certain real property located in Utah County, State of Utah, which is more particular described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Phase 1 Property"). Pursuant to the Declaration, the Phase 1 Property has been developed as a planned residential development known as Hidden Acres Planned Residential Development (referred to herein as the "Project").

C. The Original Declaration provides for the creation of a Utah non-profit corporation known as Hidden Acres Orem, UT Homeowners' Association, Inc. (the "Association"). Every Owner upon acquiring fee simple title to a Unit automatically becomes a Member of the Association and remains a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association with respect to such Unit automatically ceases, and the successor Owner of such Unit automatically becomes a Member.

D. Section 2 of Article II of the Original Declaration provides that certain additional land within the area described in Exhibit "B" attached to the Original Declaration or any portion thereof may be annexed to the Project by Declarant, without the consent of the Members of the Association, within ten years from the date of recording the Original Declaration in the Office of the Recorder of Utah County, Utah.

E. Pursuant to the provisions of Section 2 of Article II of the Original Declaration, Declarant desires to subject to the provisions of the Declaration that certain real property located in Utah County, State of Utah, more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Additional Phase Property"), and Declarant desires to amend certain provisions of the Original Declaration in order to evidence the annexation of the Additional Phase Property to the Project, as hereinafter set forth.

F. Declarant owns all of the Additional Phase Property. The Additional Phase Property is the Additional Land described in Exhibit "B" attached to the Original Declaration.

G. Declarant is executing and delivering this Supplemental Declaration for the purpose of subjecting the Additional Phase Property to the provisions of the Declaration and for the purpose of amending certain provisions of the Original Declaration, as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby declares and states as follows:

1. Additional Phase Property Subjected to the Declaration.

The Additional Phase Property is hereby subjected to the provisions of the Declaration and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens of the Declaration, which provisions are hereby ratified, approved and confirmed with the same force and effect as if fully set forth herein and made again as of the date hereof, and the Additional Phase Property is hereby subjected to the jurisdiction of the Association. The provisions of the Declaration shall run with the Additional Phase Property and shall be binding upon all parties having any right, title or interest in the Additional Phase Property or any part thereof, their heirs, successors and assigns, and the provisions of this Declaration shall inure to the benefit of each Owner thereof. The Phase 1 Property and the Additional Phase Property shall collectively be referred to in the Declaration as the "Property."

2. Amendments to the Declaration.

(a) Section 2 of Article VII of the Original Declaration is hereby amended and restated in its entirety to be as follows:

2. Description of Buildings and Units. The Project is anticipated to consist of sixteen (16) buildings, with fourteen (14) buildings containing two (2) Units, one (1) building containing three (3) Units, and one (1) building containing one (1) Unit, for a total of thirty-two (32) Units.

A. Each Unit is anticipated to have individual culinary water, natural gas, and electric meters.

B. Water for the Common Area of the Project is anticipated to be separately metered and paid through the Association.

C. Each Unit is anticipated to have an attached two (2) car garage.

D. Each Unit is anticipated to have individual telephone hook-ups.

E. The construction of the buildings are anticipated to be a combination of stucco and synthetic stone. The roof is anticipated to be asphalt shingle.

F. The Project will have a portion of the Common Areas landscaped with grass, trees, shrubs, and flowers.

G. The Project shall have such other improvements as indicated on the Plat Map and the plans and specifications associated with the development of the Project.

H. The Owners of each Unit may construct private fences to separate the Owner's Limited Common Area associated with the Unit from the Common Area. All fencing shall be constructed in accordance with the same specifications as the existing fencing of the Project, unless otherwise authorized by the Architectural Control Committee.

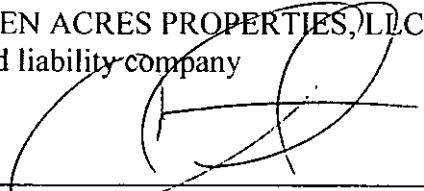
(b) Exhibit "D" attached to the Original Declaration is hereby amended and restated in its entirety to be as set forth in the Exhibit "D" attached to this Supplemental Declaration, which is incorporated herein by this reference.

3. Assignment of Declarant's Rights. Pursuant to Section 7 of Article XIV of the Declaration, Declarant hereby assigns to D.R. Horton, Inc., a Delaware corporation, all of Declarant's rights as the entity identified as the "Declarant" pursuant to the terms of the Declaration. Effective upon the recordation of this Supplemental Declaration in the Office of the Recorder of Utah County, Utah, D.R. Horton, Inc. shall, for all purposes of the Declaration, be deemed to be the entity defined as the "Declarant."

4. Effective Date. This Supplemental Declaration shall be effective as of the date of its recordation in the Office of the Recorder of Utah County, Utah.

IN WITNESS WHEREOF, Hidden Acres Properties, LLC has executed and delivered this Supplemental Declaration as of the date and year first above written.

HIDDEN ACRES PROPERTIES, LLC, a Utah limited liability company

By:  _____

Chad Christopherson

Title: Manager

STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of October, 2010, by Chad Christopherson in his capacity as the Manager of Hidden Acres Properties, LLC, a Utah limited liability company.

Jennifer A. Draper
NOTARY PUBLIC
Residing at: Selti, UT

My Commission Expires:

12/10/2011

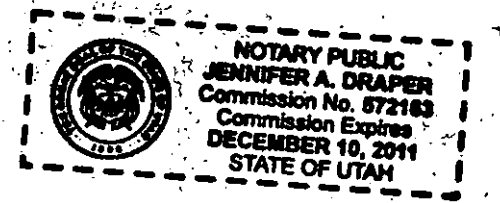


EXHIBIT "A"
TO
SUPPLEMENTAL DECLARATION AND AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT

Legal Description of the Property Subject to the Original Declaration

That certain real property located in Utah County, State of Utah, described as follows more particularly:

PHASE I

COMMENCING AT A POINT LOCATED SOUTH 89°39'22" WEST ALONG THE SECTION LINE 12.36 FEET AND NORTH 1032.96 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°41'09" WEST 103.98 FEET; THENCE NORTH 89°55'57" EAST 426.15 FEET; THENCE NORTH 00°41'09" WEST 103.59 FEET; THENCE NORTH 89°28'05" EAST 125.10 FEET; THENCE SOUTH 00°31'55" EAST 161.02 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 118.40 FEET (CHORD BEARS SOUTH 17°34'17" EAST 92.61 FEET); THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 22.23 FEET (CHORD BEARS SOUTH 24°47'21" WEST 21.50 FEET); THENCE SOUTH 00°41'09" EAST 38.01 FEET; THENCE ALONG THE ARC OF A 59.00 FOOT RADIUS CURVE TO THE LEFT 92.23 FEET (CHORD BEARS SOUTH 45°28'16" EAST 83.13 FEET); THENCE NORTH 89°44'37" EAST 184.76 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 20.28 FEET (CHORD BEARS NORTH 60°41'36" EAST 19.42 FEET); THENCE NORTH 13°55'48" WEST 302.81 FEET; THENCE ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT 0.27 FEET (CHORD BEARS NORTH 13°55'01" WEST 0.27 FEET); THENCE SOUTH 15°41'09" EAST 457.41 FEET; THENCE SOUTH 89°44'37" WEST 14.42 FEET; THENCE NORTH 13°55'48" WEST 105.17 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 10.73 FEET (CHORD BEARS NORTH 74°52'47" WEST 10.61 FEET); THENCE SOUTH 89°44'37" WEST 202.28 FEET; THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS CURVE TO THE RIGHT 89.54 FEET (CHORD BEARS NORTH 62°04'05" WEST 85.97 FEET); THENCE SOUTH 61°13'22" WEST 54.24 FEET; THENCE SOUTH

89°27'02" WEST 76.00 FEET; THENCE NORTH 00°41'09" WEST 81.24 FEET; THENCE SOUTH 89°18'51" WEST 174.42 FEET; THENCE NORTH 00°04'03" WEST 84.60 FEET; THENCE SOUTH 89°55'57" WEST 98.37 FEET; THENCE ALONG THE ARC OF A 132.00 FOOT RADIUS CURVE TO THE RIGHT 41.31 FEET (CHORD BEARS NORTH 81° 06'08" WEST 41.14 FEET); THENCE ALONG THE ARC OF A 102.00 FOOT RADIUS CURVE TO THE LEFT 32.34 FEET (CHORD BEARS NORTH 81°13'11" WEST 32.20 FEET); THENCE SOUTH 89°41'51" WEST 83.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO restrictions, covenants, easements, encumbrances, and rights-of-way of record or visible by inspection or otherwise.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Property and any improvements (other than buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant: (a) to construct and complete each of the buildings and all of the other improvements described in this Declaration or in the Plat Map recorded herewith, and to do all things reasonably necessary or proper in connection therewith; (b) to construct and complete on the additional land annexed hereto, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the additional land annexed hereto, or any portion thereof, has been or hereafter will be added to the Project); and (c) to improve portions of the said Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire twenty (20) years after the date on which this Declaration is filed for record in the Utah County Recorder's Office, State of Utah.

ALL THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Property or any portion thereof, including,

without limitation, any Mortgage (and nothing herein shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Record of Plat Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities; and to each of the covenants, easements, conditions, and restrictions contained in this Declaration.

The Tax Serial Numbers pertaining to the above-described Additional Phase Property are:

41-704-0009 through
41-704-0021

EXHIBIT "B"
TO
SUPPLEMENTAL DECLARATION AND AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT

Legal Description of the Additional Phase Property

That certain real property located in Utah County, State of Utah, more particularly described as follows:

Parcel 1:

Commencing at a point located North 89°39'52" East along the Section line 418.63 feet North 736.64 feet from the South quarter corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°41'09" West 119.33 feet; thence North 89°27'02" East 76.00 feet; thence North 61°13'22" East 54.24 feet; thence along the arc of a 91.00 foot radius curve to the left 89.54 feet (chord bears South 62°04'05" East 85.97 feet); thence North 89°44'37" East 202.28 feet; thence along the arc of a 20.00 foot radius curve to the right 10.73 feet (chord bears South 74°52'47" East 10.61 feet); thence South 13°55'48" East 105.17 feet; thence South 89°44'37" West 435.90 feet to the point of beginning.

Parcel 2:

Commencing at a point located North 89°39'52" East along the Section line 537.90 feet and North 1077.95 feet from the South quarter corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°31'55" West 161.02 feet; thence North 89°28'05" East 196.90 feet; thence along the arc of a 600.00 foot radius curve to the left 63.90 feet (chord bears South 10°52'45" East 63.87 feet); thence South 13°55'48" East 302.81 feet; thence along the arc of a 20.00 foot radius curve to the right 20.28 feet (chord bears: South 60°41'36" West 19.42 feet); thence South 89°44'37" West 184.76 feet; thence along the arc of a 59.00 foot radius curve to the right 92.23 feet (chord bears: North 45°28'16" West 83.13 feet); thence North 00°41'09" West 38.01 feet; thence along the arc of a 25.00 foot radius curve to the right 22.23 feet (chord bears North 24°47'21" East 21.51 feet); thence along the arc of a 50.00 foot radius curve to the left 118.40 feet (chord bears North 17°34'17" West 92.61 feet) to the point of beginning.

SUBJECT TO restrictions, covenants, easements, encumbrances, and rights-of-way of record or visible by inspection or otherwise.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Property and any improvements (other than buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant: (a) to construct and complete each of the buildings and all of the other improvements described in this Declaration or in the Plat Map recorded herewith, and to do all things reasonably necessary or proper in connection therewith; and (b) to improve portions of the said Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire twenty (20) years after the date on which this Declaration is filed for record in the Utah County Recorder's Office, State of Utah.

ALL THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record as of the date this document is recorded in the Office of the Recorder of Utah County, Utah, which affect the above-described Property or any portion thereof; all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Record of Plat Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities; and to each of the covenants, easements, conditions, and restrictions contained in the Declaration.

The Tax Serial Numbers pertaining to the above-described Additional Phase Property are:

17-34-204

17-34-205

EXHIBIT "C"
TO
SUPPLEMENTAL DECLARATION AND AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT

This Exhibit "C" is intentionally left blank.

EXHIBIT "D"
TO
SUPPLEMENTAL DECLARATION AND AMENDMENT NO. 1 TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT

HIDDEN ACRES PLANNED RESIDENTIAL DEVELOPMENT

Unit Number	Percentage of Undivided Interest in Common Areas	Class A Membership Number of Votes	Class A Membership Percentage of Votes
1	3.125%	1	3.125%
2	3.125%	1	3.125%
3	3.125%	1	3.125%
4	3.125%	1	3.125%
5	3.125%	1	3.125%
6	3.125%	1	3.125%
7	3.125%	1	3.125%
8	3.125%	1	3.125%
9	3.125%	1	3.125%
10	3.125%	1	3.125%
11	3.125%	1	3.125%
12	3.125%	1	3.125%
13	3.125%	1	3.125%
14	3.125%	1	3.125%
15	3.125%	1	3.125%
16	3.125%	1	3.125%
17	3.125%	1	3.125%
18	3.125%	1	3.125%
19	3.125%	1	3.125%
20	3.125%	1	3.125%
21	3.125%	1	3.125%
22	3.125%	1	3.125%
23	3.125%	1	3.125%
24	3.125%	1	3.125%
25	3.125%	1	3.125%
26	3.125%	1	3.125%
27	3.125%	1	3.125%
28	3.125%	1	3.125%
29	3.125%	1	3.125%
30	3.125%	1	3.125%
31	3.125%	1	3.125%
32	3.125%	1	3.125%
Total	100%	32	100%