

When Recorded Return To:

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



ENT 167368:2021 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Sep 29 9:49 am FEE 40.00 BY JR
RECORDED FOR D R HORTON

**AMENDED AND RESTATED
THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTSHORE**

THIS AMENDED AND RESTATED THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTSHORE (this “**Amended and Restated Third Amendment**”) is made as of September 22, 2021, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On February 20, 2020, Declarant caused to be recorded as Entry No. 21260:2020 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 Northshore (the “**Original Declaration**”) pertaining to a master planned development known as Northshore located in the City of Saratoga Springs, Utah County, Utah.

B. On September 4, 2020, Declarant caused to be recorded as Entry No. 135120:2020 in the Official Records that certain First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**First Supplemental Declaration and First Amendment**”).

C. On February 4, 2021, Declarant caused to be recorded as Entry No. 21986:2021 in the Official Records that certain Second Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Second Supplemental Declaration and Second Amendment**”).

D. On May 20, 2021, Declarant caused to be recorded as Entry No. 95002:2021 in the Official Records that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Third Amendment**”).

E. Subsequent to the recording of the Third Amendment, Declarant has deemed it necessary to execute and record this Amended and Restated Third Amendment for the purpose of attaching to this Amended and Restated Third Amendment a legal description of the real property (the “**Property**”) that is subject to and affected by the Original Declaration, as supplemented and amended by the First Supplemental Declaration and First Amendment, by the Second Supplemental Declaration and Second Amendment, and by the Third Amendment. The Property

is described in Exhibit "A" attached to this Amended and Restated Third Amendment and is incorporated herein by this reference.

F. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right to unilaterally amend the Original Declaration during the Period of Declarant Control.

G. Declarant is executing and delivering this Amended and Restated Third Amendment for the purpose of adding a new Section 13.7 to Article XIII of the Original Declaration.

THIRD AMENDMENT

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

1. Declarant hereby amends and restates in its entirety the Third Amendment. This Amended and Restated Third Amendment amends, restates, supersedes and replaces in its entirety the Third Amendment. Upon the execution and recording of this Amended and Restated Third Amendment in the Official Records, the Third Amendment shall be deemed null and void and of no further force and effect whatsoever.

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

3. The terms and conditions of this Amended and Restated Third Amendment shall apply and pertain to all of the Property, as such term is defined in Section 1.62 of the Declaration.

4. A new Section 13.7 is hereby added to the Original Declaration, as supplemented and amended by the First Supplemental Declaration and First Amendment, and as further supplemented and amended by the Second Supplemental Declaration and Second Amendment, which new Section 13.7 shall read as follows:

13.7 **Flood Insurance Required for a Dwelling Unit.** If any Dwelling Unit situated upon a Lot, Unit or Parcel within the Project is or comes to be situated in a "special flood hazard area" as designated on a "flood insurance rate map," Declarant or the Association may elect in the sole discretion of the Declarant or the Board of the Association, to pay the premium for a policy of flood insurance required by a Mortgagee to be maintained with respect to such Dwelling Unit for a period of time not longer than the first year of coverage for such policy of flood insurance without requiring payment or reimbursement for such flood insurance premium from the Owner of such Dwelling Unit, provided that the decision of Declarant or of the Board to pay the premium for coverage of such policy of flood insurance shall be at the sole discretion of Declarant or of the Board, and with no duty or obligation on the part of Declarant or the Board to pay the premium for any specific period of time of coverage for such policy of flood insurance. If Declarant or the Board elect in their sole discretion not to pay the premium for a policy of

flood insurance required by a Mortgagee to be maintained with respect to a Dwelling Unit within the Project for any period of coverage, then the Owner of such Dwelling Unit shall be solely responsible to pay all the premiums for any such policy of flood insurance. In any event, following the expiration of any period of coverage of any policy of flood insurance for which Declarant or the Association paid the premium with respect to a Dwelling Unit within the Project, if such Dwelling Unit continues to be situated in a "special flood hazard area" as designated on a "flood insurance rate map," then the Owner of such Dwelling Unit shall be solely responsible thereafter to pay all premiums for any policy of flood insurance required by a Mortgagee to be maintained on such Owner's Dwelling Unit. Neither Declarant nor the Association have any obligation to remove or mitigate any conditions resulting in any portion of the Project being situated in a "special flood hazard area" as designated on a "flood insurance rate map."

5. Except as supplemented and amended by the provisions of this Amended and Restated Third Amendment, the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and First Amendment, and by the Second Supplemental Declaration and Second Amendment, shall remain unmodified and in full force and effect.

6. The Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and First Amendment, and by the Second Supplemental Declaration and Second Amendment, and as amended by this Amended and Restated Third Amendment, shall collectively be referred to as the "**Declaration.**"

IN WITNESS WHEREOF, Declarant has caused this Amended and Restated Third Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

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

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

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

The foregoing instrument was acknowledged to me this 22 day of September, 2021, by *Adam R. Loser*, in such person's capacity as the *Vice President* of D.R. Horton, Inc., a Delaware corporation.



Krisel P Travis
NOTARY PUBLIC

EXHIBIT A
TO AMENDED AND RESTATED THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTSHORE

Legal Description of the Property

The Property, as defined in this Amended and Restated Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore, consists of the following described real property located in Utah County, Utah:

NORTSHORE-OVERALL PROJECT LEGAL DESCRIPTION

A portion of the Southeast Quarter and Northeast Quarter of Section 24, Township 5 South, Range 1 West, and the Southwest Quarter and Northwest Quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N0°10'34"W along the Section Line 8.48 feet and West 103.61 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 174.94 feet to the intersection with the southerly line of that real property described in Deed Entry No. 96711:2016; thence along said real property the following fourteen (14) courses: N80°44'22"E 36.65 feet; thence N69°06'55"E 103.01 feet; thence N29°48'55"W 20.26 feet; thence S68°18'12"W 92.75 feet; thence S80°44'22"W 60.37 feet; thence S85°38'36"W 67.83 feet; thence S88°49'39"W 16.19 feet; thence S89°34'52"W 277.93 feet; thence S89°57'27"W 163.58 feet; thence S89°26'51"W 162.70 feet; thence N88°57'40"W 175.05 feet; thence S88°19'44"W 25.94 feet (the previous nine courses follow along an existing fence line); thence S4°09'58"E 0.75 feet; thence S67°24'21"W 5.64 feet; thence West 0.72 feet to the southerly extension of an existing fence line; thence N0°07'30"W along said fence line 3.73 feet; thence S83°10'42"W 17.24 feet along the extension of and the north line of that real property described in Deed Entry No. 167823:2006; thence continuing along said north line S89°49'09"W 580.79 feet to an existing fence line; thence S0°05'00"E along said fence line 1.61 feet to the north line of that real property described in Deed Entry No. 167823:2006 in the official records of Utah County; thence along said north line the following six (6) courses: N89°46'30"W 44.62 feet; thence N89°43'48"W 256.26 feet; thence S89°41'22"W 239.13 feet; thence S89°56'36"W 278.42 feet; thence N89°32'36"W 44.87 feet; thence West 0.86 feet; thence N0°07'43"W along the Quarter Section Line and an existing fence line 1005.01 feet; thence N89°45'14"E 668.11 feet; thence N0°14'29"W 798.08 feet; thence N89°30'02"E 2.23 feet; thence North 113.07 feet; thence S89°45'46"W 153.72 feet; thence N0°14'14"W 713.17 feet to an existing fence line; thence N89°43'24"E along said fence line 814.05 feet to a fence corner in the west line of that real property described in Deed Entry No. 117221:2013; thence along said real property the following two (2) courses: N0°16'25"W 0.80 feet; thence N0°03'11"E 186.55 feet to the south line of that real property described in Deed Entry No. 11728:2013; thence along said real property the following two (2) courses: West 1.10 feet; thence N0°04'00"W 463.54 feet; thence N0°08'11"W along an existing fence line 1495.70 feet to a fence corner and the north line of that real property described in Deed Entry No. 85173:2018; thence along said real property and an existing fence line the following three (3) courses: S89°25'33"E 863.78 feet; thence S2°20'27"W 248.43 feet; thence S89°28'33"E 715.17 feet; thence S0°40'27"W 387.31 feet; thence S89°34'33"E 7.43 feet; thence S0°45'27"W 446.88 feet; thence N89°57'00"E 7.43 feet; thence South 58.55 feet to the south line of that real property described in Deed Entry No. 85173:2018; thence N89°40'00"W along said real property 8.41 feet; thence South 658.08 feet; thence West 9.17 feet to the northeast corner of that real property described in Deed Entry No. 117221:2013; thence S0°31'08"W along said real property 634.91 feet to an existing

fence; thence along an existing fence line the following eight (8) courses: N89°25'18"W 680.77 feet; thence S1°26'00"W 326.59 feet; thence S2°10'00"E 15.56 feet; thence S89°08'00"E 218.29 feet; thence S89°52'00"E 103.93 feet; thence N89°51'00"E 193.61 feet; thence N87°40'00"E 59.82 feet; thence N88°40'00"E 110.27 feet to a rebar and cap (Wilson) marking the northeast corner of that real property described in Deed Entry No. 36827:1992, also being at a fence corner; thence S0°37'00"W along the westerly right-of-way line of Saratoga Road 638.64 feet to the north line of that real property described in Deed Entry No. 125178:2009; thence along said real property the following three (3) courses: N89°46'12"W 659.09 feet; thence S0°03'24"E 42.81 feet; thence S0°49'21"E 117.33 feet; thence S89°10'39"W 200.00 feet; thence S0°49'21"E 200.00 feet; thence N89°10'39"E 200.00 feet; thence N0°49'21"W 11.02 feet; thence S89°46'11"E 656.09 feet; thence South 692.23 feet to the southeasterly right-of-way line of Saratoga Road; thence along said right-of-way along the arc of a 619.50 foot radius non-tangent curve to the right (radius bears: N67°57'34"W) 454.77 feet through a central angle of 42°03'36" (chord: S43°04'14"W 444.62 feet) to the point of beginning.

Contains: ±210.94 Acres

LESS AND EXCEPTING:

All of Lot 1, Northshore Plat B-1 subdivision as recorded on November 19, 2019 in the Utah County Records office as Entry 121660:2019

AND

All of Lot #1, Northshore Plat F-2 subdivision as recorded on February 4, 2021 in the Utah County Records office as Entry 21985:2021

AND

All of Lot 4 and Lot 3, Northshore Commercial Minor Subdivision as recorded on October 29, 2020 in the Utah County Records office as Entry 170316:2020.

AND

Beginning at a point located 1,104.90 feet West and 2,264.96 feet South, from the Northeast Corner of Section 24, Township 5 South, Range 1 West, SLB&M to the POINT OF BEGINNING running: thence West a distance of 200.00 feet; thence South a distance of 200.00 feet; thence East a distance of 200.00 feet; thence North a distance of 200.00 feet to said POINT OF BEGINNING.

AND

Beginning at a point located North 900 Feet and West 600 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, SLB&M; thence West 200 feet; thence North 200 feet; thence East 200 feet; thence South 200 feet to the point of beginning.