

When Recorded Return To:

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



ENT 52584:2021 PG 1 of 6  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Mar 19 4:21 pm FEE 58.00 BY RA  
RECORDED FOR SANTAQUIN CITY CORPORATION

**FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
FOOTHILL VILLAGE ALTA**

THIS FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOOTHILL VILLAGE ALTA (this “**First Supplemental Declaration and First Amendment**”) is made as of March 15, 2021, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (“**Declarant**”), with reference to the following:

RECITALS

A. On May 28, 2020, Declarant caused to be recorded as Entry No. 72730:2020 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 Foothill Village Alta (the “**Original Declaration**”) pertaining to a residential subdivision known as Foothill Village Alta located in Santaquin City, Utah County, Utah.

B. 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.

C. Pursuant to Section 10.1 of the Original Declaration, Declarant desires to subject to the Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, that portion of the Additional Land described on Exhibit “A,” which is attached hereto and incorporated herein by this reference (the “**Subject Property**”).

D. Section 9.16(b) of the Original Declaration provides that Declarant shall have the right to unilaterally amend the Original Declaration during the Class B Control Period.

E. Declarant is executing and delivering this First Supplemental Declaration and First Amendment for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, and for the purpose of amending Section 2.12, Section 2.29 and Section 2.43 of the Original Declaration.

FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT

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

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

2. The Subject Property is hereby subjected to the Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, 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 supplemented and amended by this First Supplemental Declaration and First Amendment, 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. The Subject Land shall hereafter be deemed to be a part of the Property, as such term is defined in Section 2.46 of the Original Declaration.

3. The provisions of the Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, 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.

4. Section 2.12 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.12 “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 Dwellings identified on such Plat, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

2.12.1 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 Dwellings;

2.12.2 All Common Areas designated as such on the Plat;

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

2.12.4 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;

2.12.5 All portions of the Project identified on a specific Plat that is not specifically included within the individual Dwellings identified on such Plat; and

2.12.6 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 Dwellings identified on such Plat.

2.12.7 Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Dwelling owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Dwelling on the ground level of such Dwelling, even if the exterior footprint or exterior boundary of a second or third level of such Dwelling may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Dwelling. To the extent that the exterior footprint or exterior boundary of a second or third level of a Dwelling extends outward beyond the exterior footprint or exterior boundary of the ground level of such Dwelling, such portions of and beneath such upper levels of such Dwelling shall be deemed to be Common Areas within the exterior air space appurtenant to such Dwelling, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Dwelling. The Limited Common Areas appurtenant to a Dwelling and designated for the exclusive use of the Owner of a Dwelling 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 Dwelling 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 Dwelling.

5. Section 2.29 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

2.29 “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 Dwellings but fewer than all of the Dwellings identified on such Plat. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Dwelling owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Dwelling on the ground level of such Dwelling, even if the exterior footprint or exterior boundary of a second or third level of such Dwelling may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Dwelling. To

the extent that the exterior footprint or exterior boundary of a second or third level of a Dwelling extends outward beyond the exterior footprint or exterior boundary of the ground level of such Dwelling, such portions of and beneath such upper levels of such Dwelling shall be deemed to be Common Areas within the exterior air space appurtenant to such Dwelling, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Dwelling. The Limited Common Areas appurtenant to a Dwelling and designated for the exclusive use of the Owner of a Dwelling 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 Dwelling 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 Dwelling. Limited Common Areas shall include any window well for a Dwelling Dwelling that is located outside the boundary of a Lot and within a Common Area

6. Section 2.43 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

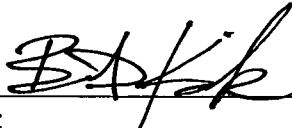
2.43 Plat shall mean and refer to the final plats of Foothill Village Subdivision Plat R and Plat V on file and of Record in the Official Records, as they may be amended from time to time, and also to all final plats of subsequent phases of the Project that may be Recorded with respect to specifically described portions of the Additional Land that shall be deemed added to the Project and subjected to the terms of this Declaration as the result of the Recording by Declarant of one or more Supplemental Declarations pursuant to Article 10 of this Declaration. The Plat will show the location of the Lots, Common Areas and Limited Common Areas.

7. Except as supplemented and amended by the provisions of this First Supplemental Declaration and First Amendment, the Original Declaration shall remain unmodified and in full force and effect.

8. The Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, shall collectively be referred to as the "Declaration."

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

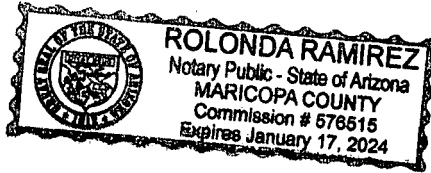
FORESTAR (USA) REAL ESTATE GROUP  
INC., a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Brian Konderik**  
**Division President**  
**Forestar (USA) Real Estate Group, Inc.**

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

The foregoing instrument was acknowledged to me this 15<sup>th</sup> day of March, 2021, by Brian Konderik, in such person's capacity as the Division President of Forestar (USA) Real Estate Group Inc., a Delaware corporation.



Rolonda Ramirez  
NOTARY PUBLIC

**EXHIBIT "A"**  
**TO**  
**FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT**  
**TO THE DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR FOOTHILL VILLAGE ALTA**

**Legal Description of the Subject Property**

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

**Phase R**

BEGINNING AT A POINT LOCATED S89°24'57"W ALONG THE SECTION LINE 672.57 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

Thence, S 89° 24' 57" W for a distance of 423.39 feet to the beginning of a non-tangential curve, Said curve turning to the right through 04° 47' 27", having a radius of 1706.50 feet, and whose long chord bears N 37° 46' 09" E for a distance of 142.65 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 80° 07' 18", having a radius of 15.00 feet, and whose long chord bears N 80° 13' 32" E for a distance of 19.31 feet to a point of intersection with a non-tangential line.

Thence, N 48° 24' 20" E for a distance of 48.34 feet to the beginning of a non-tangential curve, Said curve turning to the right through 106° 02' 36", having a radius of 15.00 feet, and whose long chord bears N 13° 53' 22" W for a distance of 23.97 feet to the beginning of a non-tangential curve. Said curve turning to the left through an angle of 02° 55' 19", having a radius of 1543.50 feet, and whose long chord bears N 37° 40' 17" E for a distance of 78.71 feet.

Thence, N 36° 12' 37" E for a distance of 530.69 feet to the beginning of a curve, Said curve turning to the right through an angle of 92° 55' 00", having a radius of 15.00 feet, and whose long chord bears N 82° 40' 07" E for a distance of 21.75 feet.

Thence, S 50° 52' 23" E for a distance of 52.08 feet to the beginning of a curve, Said curve turning to the right through an angle of 90° 09' 11", having a radius of 15.00 feet, and whose long chord bears S 05° 47' 48" E for a distance of 21.24 feet to a point of intersection with a non-tangential line.

Thence, S 50° 58' 40" E for a distance of 45.00 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 02° 45' 14", having a radius of 1480.50 feet, and whose long chord bears S 37° 54' 39" W for a distance of 71.16 feet.

Thence, S 36° 32' 02" W for a distance of 172.34 feet to the beginning of a curve, Said curve turning to the left through an angle of 36° 32' 02", having a radius of 177.50 feet, and whose long chord bears S 18° 16' 01" W for a distance of 111.27 feet.

Thence, S 00° 00' 00" W for a distance of 121.89 feet to the beginning of a curve, Said curve turning to the right through an angle of 60° 00' 48", having a radius of 65.00 feet, and whose long chord bears S 30° 00' 24" W for a distance of 65.01 feet to a point of intersection with a non-tangential line.

thence S 21° 41' 25" E a distance of 107.12 feet to the POINT OF BEGINNING

CONTAINS: ±3.17 ACRES AND 19 TOTAL LOTS