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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DR HORTON
12351 S GATEWAY PARK PL
D100
DRAPER UT 84020
BY: EAA, DEPUTY - WI 4 P.

When Recorded Return To:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attention: Boyd A. Martin

**SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ENCORE AT MILLER CROSSING**

THIS SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENCORE AT MILLER CROSSING (this "**Second Supplemental Declaration**") is made as of March 19, 2019, by D.R. HORTON, INC., a Delaware corporation ("**Declarant**"), with reference to the following:

A. On August 23, 2017, Declarant caused to be recorded as Entry No. 12601719 in Book 10591, beginning at Page 28 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 Encore at Miller Crossing (the "**Original Declaration**") pertaining to a residential unit development known as Encore at Miller Crossing.

B. The Original Declaration provides that Declarant shall have the absolute right and option, at any time and from time to time, to subject some or all of the Additional Land described in the Original Declaration to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, which shall be effective upon recording an amendment and supplemental declaration in the Official Records.

C. Pursuant to that certain First Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Encore at Miller Crossing dated October 31, 2018, that was executed by Declarant and that was recorded in the Official Records on November 1, 2018 as Entry No. 12878642 in Book 10727, beginning at Page 845 (the "**First Supplemental Declaration**"), Declarant subjected to the Original Declaration a portion of Additional Land as described on Exhibit "A" attached to the First Supplemental Declaration.

D. Pursuant to Article 4 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 "**Phase 2B Subject Property**"), to the Original Declaration, as previously amended and supplemented pursuant to the First Supplemental Declaration.

E. Declarant is executing and recording this Second Supplemental Declaration for the purpose of subjecting the Phase 2B Subject Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration.

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

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

2. The Phase 2B Subject Property is hereby subjected to the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, and as amended and supplemented by this Second Supplemental Declaration, and the Phase 2B Subject Property 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 amended and supplemented by the First Supplemental Declaration, and as amended and supplemented by this Second 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. The Phase 2B Subject Land shall hereafter be deemed to be a part of the Property, as such term is defined in Section 1.48 of the Original Declaration.

3. The Phase 2B Subject Land shall hereafter 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 amended and supplemented by the First Supplemental Declaration, and as amended and supplemented by this Second Supplemental Declaration. The provisions of the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, and as amended and supplemented by this Second Supplemental Declaration, shall run with the Phase 2B Subject Property and shall be binding upon all Persons having any right, title, or interest in the Phase 2B Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

4. Section 3.1 of the Original Declaration as previously amended and restated in the First Supplemental Declaration, is hereby amended and restated in its entirety to read as follows:

3.1 Description of Improvements. The significant Improvements in the Project include, or shall include, Two Hundred Thirty (230) Units and the Common Areas as identified on the Plat, landscaping, roadways, a common utility system, an entrance to and exit from the Project, as well as Limited Common Areas.

5. The Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, and as amended and supplemented by this Second Supplemental Declaration, shall collectively be referred to as the "**Declaration.**"

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

IN WITNESS WHEREOF, Declarant has caused this Second Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

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

By: BA Martin
Name: Boyd A. Martin
Title: V.P. & President of Division

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

The foregoing instrument was acknowledged to me this 19 day of March, 2019, by Boyd A. Martin, in such person's capacity as the V.P. & Division President of D.R. Horton, Inc., a Delaware corporation.



Krisel P. Travis
NOTARY PUBLIC

EXHIBIT "A"
TO
SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ENCORE AT MILLER CROSSING

Legal Description of the Phase 2B Subject Property

The Phase 2B Subject Property consists of that certain real property located in Salt Lake County, Utah more particularly described as follows:

ENCORE AT MILLER CROSSING PHASE 2B, being more particularly described as follows:

Beginning at a point being South 89°52'58" East 161.92 feet along the section line and North 750.12 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 04°53'04" West 66.06 feet; thence Northeasterly 23.50 feet along the arc of a 15.00 foot radius curve to the right (center bears North 85°06'56" East and the chord bears North 39°59'38" East 21.17 feet with a central angle of 89°45'24"); thence North 84°52'19" East 18.31 feet; thence North 05°07'41" West 34.00 feet; thence Northwesterly 37.80 feet along the arc of a 24.00 foot radius curve to the right (center bears North 05°07'41" West and the chord bears North 50°00'22" West 34.01 feet with a central angle of 90°14'36"); thence North 04°53'04" West 119.43 feet; thence Northeasterly 37.60 feet along the arc of a 24.00 foot radius curve to the right (center bears North 85°06'56" East and the chord bears North 39°59'38" East 33.87 feet with a central angle of 89°45'24"); thence North 04°30'44" West 34.00 feet; thence Northwesterly 19.13 feet along the arc of a 28.00 foot radius curve to the right (center bears North 05°07'41" West and the chord bears North 75°33'24" West 18.76 feet with a central angle of 39°08'33"); thence North 34°00'53" East 4.00 feet; thence Northwesterly 21.41 feet along the arc of a 24.00 foot radius curve to the right (center bears North 34°00'53" East and the chord bears North 30°26'06" West 20.70 feet with a central angle of 51°06'03"); thence North 04°53'04" West 53.88 feet; thence North 84°52'16" East 299.69 feet; thence North 65°05'57" East 120.69 feet; thence Southeasterly 24.28 feet along the arc of a 778.00 foot radius curve to the right (center bears South 53°58'17" West and the chord bears South 35°08'05" East 24.28 feet with a central angle of 01°47'16"); thence North 53°04'25" East 194.60 feet; thence Northeasterly 6.95 feet along the arc of a 31.00 foot radius curve to the right (center bears South 36°55'58" East and the chord bears North 59°29'42" East 6.93 feet with a central angle of 12°50'34"); thence Southeasterly 559.57 feet along the arc of a 1,447.00 foot radius curve to the right (center bears South 54°09'13" West and the chord bears South 24°46'04" East 556.09 feet with a central angle of 22°09'25"); thence South 84°52'19" West 794.67 feet to the point of beginning.

Tax Serial Number(s): _____