

When Recorded Return To:

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

13176555  
01/23/2020 03:22 PM \$480.00  
Book - 10888 Pg - 57-62  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
DR HORTON  
12351 S GATEWAY PARK PLACE  
SUITE D100  
DRAPER UTAH 84020  
BY: TSP, DEPUTY - WI 6 P.

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

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ENCORE AT MILLER CROSSING (this “**Third Amendment**”) is made as of January 9, 2020, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), with reference to the following:

**RECITALS**

A. On August 23, 2017, Declarant caused to be recorded as Entry No. 12601719 in Book 10591, beginning at Page 28 of 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. On November 1, 2018, Declarant caused to be recorded as Entry No. 12878642 in Book 10727 beginning at Page 845 of the Official Records that certain First Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Encore at Miller Crossing (the “**First Supplemental Declaration**”).

C. On May 6, 2019, Declarant caused to be recorded as Entry No. 12981792 in Book 10777 beginning at Page 4133 of the Official Records that certain Second Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Encore at Miller Crossing (the “**Second Supplemental Declaration**”).

D. Pursuant to Section 3.32(b) of the Original Declaration, Declarant desires to amend the Original Declaration, as the Original Declaration has previously been amended and/or supplemented by the First Supplemental Declaration and by the Second Supplemental Declaration, as hereinafter set forth.

**THIRD AMENDMENT**

NOW, THEREFORE, pursuant to Section 3.32(b) of the Original Declaration, Declarant hereby declares as follows:

1. Defined Terms. Unless otherwise defined in this Third Amendment, all defined terms as used in this Third Amendment shall have the same meanings as those set forth in the Original Declaration, as the Original Declaration has previously been amended and/or supplemented by the First Supplemental Declaration and by the Second Supplemental Declaration. The Original Declaration, as the Original Declaration has previously been amended and/or supplemented by the First Supplemental Declaration and by the Second Supplemental Declaration, and as amended by this Third Amendment, shall collectively be referred to as the **“Declaration.”**

2. Binding Effect. The provisions of the Original Declaration, as previously supplemented and/or amended by the First Supplemental Declaration and by the Second Supplemental Declaration, and as amended by this Third Amendment shall run with the Property as described in Exhibit “A” attached hereto and shall be binding upon all Persons having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

3. Amendment of Section 3.5(f)(18). Section 3.5(f)(18) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

(18) Antennas, Satellite Dishes, Flag Poles, Flags and Banners. To the full extent permissible under state and federal law, no television, radio, shortwave, microwave, satellite, flag or other antenna, pole, tower or dish shall be placed, constructed or maintained upon any Lot, Unit, or other part of the Property unless such antenna, pole, tower or dish is fully and attractively screened or concealed so as not to be visible from the street, which means of screening or concealment shall be subject to the provisions of this Declaration and the regulation and prior approval of the Board of Directors. Notwithstanding the foregoing, the Board of Directors may not prohibit an Owner from displaying a United States flag or Utah State flag from a Unit or a Limited Common Area or on a Lot, if the display complies with the United States Code, Title 4, Chapter 1, The Flag, and Utah Code Annotated §§ 57-24-101 and 57-24-102. The Owner of a Unit may install on such Owner’s Lot or Limited Common Area one flagpole no greater than 20 feet in height for the purpose of displaying a United States flag or Utah State flag. If an Owner desires to construct on such Owner’s Lot or Limited Common Area more than one permanent flagpole with a maximum height of 20 feet as provided in the foregoing sentence, the Owner must obtain prior approval for such flagpole from the Board of Directors. In addition to the display by an Owner of a United States flag or Utah State flag as provided above in this Section 3.5(f)(18), an Owner of a Unit may display on such Owner’s Lot or Limited Common Area at any time a maximum of three (3) non-commercial flags or banners, with the maximum square footage of each such flag or banner being no greater than 15 square feet in size, provided that the display of such flags or banners complies with all applicable laws and ordinances. If an Owner of a Lot or Unit desires to display

at any time more than three non-commercial flags or banners having a maximum size of 15 square feet per flag or banner, such Owner must obtain prior written approval from the Board of Directors. Notwithstanding the foregoing restrictions, this Declaration shall impose no limitations on the ability of Declarant to construct flagpoles within the Project and to display flags of such size as Declarant elects from any such flagpoles in connection with Declarant's efforts to market and sell Lots and Units within the Project.

4. The Declaration Remains in Full Force and Effect. Except as amended by the provisions of this Third Amendment, the Original Declaration, as the Original Declaration has previously been amended and/or supplemented by the First Supplemental Declaration and by the Second Supplemental Declaration, shall remain unmodified and in full force and effect.

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

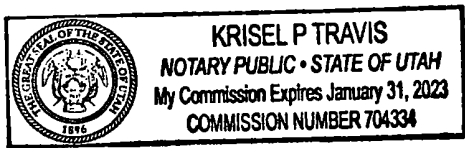
*[Signature on following page]*

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 Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Encore at Miller Crossing was acknowledged to me this 8 day of January, 2020, by Adam R. Loser, in his capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



*Krisel P. Travis*  
NOTARY PUBLIC

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

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**Legal Description of the Property**

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

Beginning at a point being South 89°52'44" East 2,625.58 feet along the section line and North 1,319.98 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°10'06" West 156.81 feet;  
thence North 89°49'54" East 0.78 feet;  
thence North 02°20'09" West 265.13 feet;  
thence North 09°45'14" West 71.40 feet;  
thence North 25°20'41" West 79.69 feet;  
thence North 36°54'31" West 40.98 feet;  
thence Northeasterly 78.76 feet along the arc of a 1,533.00 foot radius curve to the left (center bears North 36°54'31" West and the chord bears North 51°37'11" East 78.75 feet with a central angle of 02°56'37");  
thence North 50°08'52" East 193.71 feet;  
thence South 39°50'55" East 891.37 feet;  
thence Southeasterly 47.39 feet along the arc of a 1,447.00 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 38°54'50" East 47.39 feet with a central angle of 01°52'35");  
thence South 53°04'25" West 205.33 feet;  
thence Northwesterly 22.95 feet along the arc of a 773.50 foot radius curve to the left (center bears South 51°50'52" West and the chord bears North 39°00'08" West 22.95 feet with a central angle of 01°42'00");  
thence North 39°51'08" West 80.38 feet;  
thence Southwesterly 78.72 feet along the arc of a 182.20 foot radius curve to the right (center bears North 38°29'28" West and the chord bears South 63°53'11" West 78.11 feet with a central angle of 24°45'17");  
thence North 37°35'30" West 121.58 feet;  
thence South 75°23'27" West 151.81 feet;  
thence South 85°00'27" West 122.34 feet;  
thence South 64°46'33" West 42.19 feet;  
thence North 89°53'03" West 48.71 feet to the point of beginning.

Contains 342,976 Square Feet or 7.874 Acres.

Together with:

Beginning at a point being South 89°52'44" East 2,723.82 feet along the section line and North 740.43 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 581.77 feet;  
thence North 64°46'33" East 42.19 feet;  
thence North 85°00'27" East 122.34 feet;  
thence North 75°23'27" East 151.81 feet;  
thence South 37°35'30" East 121.58 feet;  
thence Northeasterly 78.72 feet along the arc of a 182.20 foot radius curve to the left (center bears North 13°44'10" West and the chord bears North 63°53'11" East 78.11 feet with a central angle of 24°45'17");

thence South 39°51'08" East 80.38 feet;  
thence Southeasterly 22.95 feet along the arc of a 773.50 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 39°00'08" East 22.95 feet with a central angle of 01°42'00");  
thence North 53°04'25" East 205.33 feet to the point of beginning.

Contains 457,789 Square Feet or 10.509 Acres