

When Recorded Return To:

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



ENT 95002:2021 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 May 20 2:55 pm FEE 40.00 BY JR
RECORDED FOR D R HORTON

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTHSHORE**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this “**Third Amendment**”) is made as of May 20, 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. 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.

E. Declarant is executing and delivering this 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. All defined terms as used in this 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 Third Amendment.

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

3. 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.”

4. Except as supplemented and amended by the provisions of this 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.

5. 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 Third Amendment, shall collectively be referred to as the "Declaration."

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.

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 20 day of May, 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