

When Recorded Return To:

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



ENT 21986:2021 PG 1 of 6  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Feb 04 12:10 pm FEE 40.00 BY SS  
RECORDED FOR CITY OF SARATOGA SPRINGS

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

THIS SECOND SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this “**Second Supplemental Declaration and Second Amendment**”) is made as of February 2, 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. 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.

D. Pursuant to Section 19.1 of the Original Declaration, Declarant desires to subject to the Original Declaration, as supplemented and amended by the First Supplemental Declaration and First Amendment, and as supplemented and amended by this Second Supplemental Declaration and Second Amendment, that portion of the Additional Land described on Exhibit “A,” which is attached hereto and incorporated herein by this reference (the “**Subject Property**”).

E. 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.

F. Declarant is executing and delivering this Second Supplemental Declaration and Second Amendment for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, as supplemented and amended by the First Supplemental Declaration and First Amendment, and as supplemented and amended by this Second Supplemental Declaration and Second Amendment, and for the purpose of amending Section 1.19 and Section 1.41 of the Original Declaration.

### SECOND SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT

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

1. All defined terms as used in this Second Supplemental Declaration and Second 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, unless otherwise defined in this Second Supplemental Declaration and Second Amendment.

2. The Subject Property is hereby subjected to the Original Declaration, as supplemented and amended by the First Supplemental Declaration and First Amendment, and as supplemented and amended by this Second Supplemental Declaration and Second 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 the First Supplemental Declaration and First Amendment, and as supplemented by this Second Supplemental Declaration and Second 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 1.62 of the Original Declaration.

3. The provisions of the Original Declaration, as supplemented and amended by the First Supplemental Declaration and First Amendment, and as supplemented by this Second Supplemental Declaration, 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 1.19 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

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

1.19.1 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 Units;

1.19.2 All Common Areas designated as such on the Plat;

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

1.19.4 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;

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

1.19.6 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 Units identified on such Plat.

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

5. Section 1.41 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.41 “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 Units but fewer than all of the Units identified on such Plat. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit 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 Unit 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 Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot and within a Common Area

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

7. The Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and First Amendment, and as supplemented and amended by this Second Supplemental Declaration and Second Amendment, shall collectively be referred to as the “Declaration.”

IN WITNESS WHEREOF, Declarant has caused this Second Supplemental Declaration and Second 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 *2* day of *February*, 2021, 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**  
**SECOND SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT**  
**TO THE DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR NORTHSORE**

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**Legal Description of the Subject Property**

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

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1029.63 FEET AND WEST 1189.70 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 100.61 FEET; THENCE ALONG THE ARC OF A 1162.00 FOOT RADIUS CURVE TO THE LEFT 540.36 FEET THROUGH A CENTRAL ANGLE OF 26°38'38" (CHORD: S76°40'41"W 535.50 FEET); THENCE S63°21'22"W 130.72 FEET; THENCE N26°38'38"W 136.99 FEET; THENCE N0°14'29"W 602.38 FEET; THENCE N89°45'45"E 98.97 FEET; THENCE S0°14'14"E 8.94 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT 18.83 FEET THROUGH A CENTRAL ANGLE OF 89°54'30" (CHORD: S45°11'29"E 16.96 FEET); THENCE N89°51'16"E 552.61 FEET; THENCE S0°10'28"E 59.00 FEET; THENCE N89°51'16"E 69.70 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 36.75 FEET THROUGH A CENTRAL ANGLE OF 35°05'48" (CHORD: S72°35'50"E 36.18 FEET); THENCE ALONG THE ARC OF A 98.50 FOOT RADIUS CURVE TO THE RIGHT 17.18 FEET THROUGH A CENTRAL ANGLE OF 9°59'39" (CHORD: S50°03'06"E 17.16 FEET); THENCE S45°03'16"E 7.12 FEET; THENCE ALONG THE ARC OF A 98.50 FOOT RADIUS CURVE TO THE RIGHT 6.30 FEET THROUGH A CENTRAL ANGLE OF 3°39'43" (CHORD: S43°13'25"E 6.29 FEET); THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 43.27 FEET THROUGH A CENTRAL ANGLE OF 41°19'25" (CHORD: S20°43'50"E 42.34 FEET); THENCE S0°04'08"E 283.04 FEET; THENCE S7°07'30"W 27.95 FEET; THENCE S0°04'08"E 83.08 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±10.54 ACRES  
459,199 SF  
# OF LOTS: 1  
# OF PARCELS: 1