

When Recorded Return To:

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

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

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY FARMS (this "Third Amendment") is made as of October 21<sup>st</sup>, 2019, by D.R. HORTON, INC., a Delaware corporation ("Declarant"), with reference to the following:

**RECITALS**

A. On October 23, 2015, Declarant caused to be recorded as Entry No. 96688:2015 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 Legacy Farms (the "Original Declaration") pertaining to a master planned development known as Legacy Farms located in the City of Saratoga Springs, 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. On January 15, 2016, Declarant caused to be recorded as Entry No. 4144:2016 in the Official Records that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the "First Supplemental Declaration").

D. On May 27, 2016, Declarant caused to be recorded as Entry No. 47941:2016 in the Official Records that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the "Second Supplemental Declaration").

E. On May 27, 2016, Declarant caused to be recorded as Entry No. 47948:2016 in the Official Records that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the "First Amendment").

F. On October 6, 2016, Declarant caused to be recorded as Entry No. 99000:2016 in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the “Third Supplemental Declaration”).

G. On February 28, 2017, Declarant caused to be recorded as Entry No. 20401:2017 in the Official Records that certain Fourth Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the “Fourth Supplemental Declaration and Second Amendment”).

H. On September 7, 2017, Declarant caused to be recorded as Entry No. 87890:2017 in the Official Records that certain Fifth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the “Fifth Supplemental Declaration”).

I. On January 9, 2018, Declarant caused to be recorded as Entry No. 2962:2018 in the Official Records that certain Sixth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the “Sixth Supplemental Declaration”).

J. On February 1, 2018, Declarant caused to be recorded as Entry No. 10647:2018 in the Official Records that certain Seventh Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the “Seventh Supplemental Declaration”).

K. On February 1, 2018, Declarant caused to be recorded as Entry No. 10651:2018 in the Official Records that certain Eighth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms (the “Eighth Supplemental Declaration”).

L. Pursuant to Section 17.2.2 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, the Second Supplemental Declaration, the First Amendment, the Third Supplemental Declaration, the Fourth Supplemental Declaration and Second Amendment, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, and the Eighth Supplemental Declaration, as hereinafter set forth.

### **THIRD AMENDMENT**

NOW, THEREFORE, pursuant to Section 17.2.2 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, the Second Supplemental Declaration, the First Amendment, the Third Supplemental Declaration, the Fourth Supplemental Declaration and Second Amendment, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, and the Eighth Supplemental Declaration. The Original Declaration, as the Original Declaration has previously been amended and/or supplemented by the First Supplemental Declaration, the Second Supplemental Declaration, the First Amendment, the

Third Supplemental Declaration, the Fourth Supplemental Declaration and Second Amendment, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, and the Eighth 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, the Second Supplemental Declaration, the First Amendment, the Third Supplemental Declaration, the Fourth Supplemental Declaration and Second Amendment, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, and the Eighth 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 4.2.10. Section 4.2.10 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.10 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, Parcel, 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 Neighboring Property, which means of screening or concealment shall be subject to the Governing Documents and the regulation and prior approval of the ARC. Notwithstanding the foregoing, the ARC may not prohibit an Owner from displaying a United States flag or Utah State flag from a Dwelling 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 Dwelling 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 ARC. In addition to the display by an Owner of a United States flag or Utah State flag as provided above in this Section 4.2.10, an Owner of a Dwelling 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 Dwelling 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 ARC. 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 Dwelling Units within the Project.

4. Amendment of Section 5.2. Section 5.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

5.2 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of at least three (3) and no more than nine (9) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, five (5) members of the Board shall be elected by the Owners. Three (3) members of the Board initially elected by the Owners shall be elected for two-year terms, and two (2) members of the Board initially elected by the Owners shall be elected for a one-year term. Thereafter, all members of the Board shall be elected for two-year terms. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

5.2.1 administration;

5.2.2 preparing and administering an operational Budget;

5.2.3 establishing and administering an adequate Reserve Fund;

5.2.4 scheduling and conducting the annual meeting and other meetings of the Members;

5.2.5 collecting and enforcing the Assessments;

5.2.6 accounting functions and maintaining records;

5.2.7 promulgation and enforcement of the Legacy Farms Rules;

5.2.8 maintenance of the Community Areas; and

5.2.9 all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.

5. Amendment of Section 5.01 of the Bylaws. Section 5.01 of the Bylaws of the Association, which Bylaws are attached as Exhibit B to the Original Declaration, is hereby amended and restated in its entirety to read as follows:

5.01 Number and Election of Directors.

The Board of Directors (the “Board”) shall consist of no less than three (3) and no more than nine (9) Directors.

There shall be three (3) initial Directors. Upon the expiration of the Period of Declarant Control, the number of Directors shall increase to five (5). Thereafter, any increase in the number of Directors, up to a maximum of nine (9) Directors, shall be implemented by a resolution of the Directors. The initial Directors shall have the term of office as respectively set forth in Exhibit A, attached hereto and incorporated herein, and until their successors are duly elected and qualified or until their prior removal, death, or resignation. Despite the expiration of a Director’s term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director’s earlier death, resignation, or removal from office.

6. 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, the Second Supplemental Declaration, the First Amendment, the Third Supplemental Declaration, the Fourth Supplemental Declaration and Second Amendment, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, and the Eighth 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: BA Martin  
Name: BOYD A. MARTIN  
Title: V.P.

STATE OF UTAH                    )  
  ) SS.  
COUNTY OF SALT LAKE        )

The foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Legacy Farms was acknowledged to me this 21 day of October, 2019, by Boyd A. Martin, 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**  
**LEGACY FARMS**

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**Legal Description of the Property**

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

VILLAGE PHASE 1 LEGAL DESCRIPTION  
Prepared June 9, 2014

A portion of Saratoga Drive Church Subdivision Plat recorded as Entry No. 140578:2004 in the Utah County Recorder's Office, located in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point of intersection of the East Right-of-Way Line of Redwood Road and the South Right-of-Way Line of 400 South Street, said point being also S89°57'40"E 65.66 feet, along the Section Line, and South 38.63 feet from the Center Quarter Corner of said Section 26; and running thence, along said South Right-of-Way Line of 400 South Street, N89°56'07"E 719.78 feet; thence S00°00'08"W 825.91 feet; thence N89°56'57"E 255.24 feet; thence S00°03'03"E 353.81 feet; thence N89°59'52"W 5.00 feet; thence S89°49'48"W 17.18 feet; thence Southwesterly 80.50 feet along the arc of a 66.00 foot radius curve to the left, chord bears S52°47'45"W 75.60 feet; thence S89°56'57"W 173.18 feet; thence S00°00'08"W 1380.23 feet; thence S00°02'01"E 54.00 feet; thence S89°57'59"W 17.85 feet; thence S00°02'01"E 105.00 feet to the Northerly Boundary Line of Saratoga Springs No. 2 PUD, recorded as Entry No. 40728 in the Utah County Recorder's Office; thence, along said Northerly Boundary Line, S89°57'59"W 727.84 feet to said East Right-of-Way Line of Redwood Road; thence, along said East Right-of-Way Line, the following two (2) courses: (1) Northerly 307.55 feet along the arc of a 9940.00 foot radius curve to the right, chord bears N00°15'02"W 307.54 feet, (2) N00°38'09"E 2456.88 feet to the Point of Beginning.

Contains: 2,128,722 SF or 48.87 AC.

LEGACY FARMS  
VILLAGE PLAN PHASE 2 LEGAL DESCRIPTION  
Prepared October 23, 2014

A portion of Saratoga Drive Church Subdivision Plat recorded as Entry No. 140578:2004 in the Utah County Recorder's Office, located in the Southeast Quarter of Section 26 and the Northeast Quarter of Section 35, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the South Right-of-Way Line of 400 South Street, said point being also S89°57'40"E 785.43 feet, along the Section Line, and South 37.33 feet from the Center Quarter Corner of said Section 26; and running thence, along said South Right-of-Way Line of 400 South Street, N89°56'07"E 527.72 feet; thence

S00°00'01"W 441.63 feet; thence N89°56'07"E 192.26 feet; thence S00°00'08"W 1964.41 feet; thence Northeasterly 136.63 feet along the arc of a 741.00 foot radius curve to the left, chord bears N84°38'34"E 136.44 feet; thence S00°00'01"E 371.65 feet to the Northerly Boundary Line of Saratoga Springs No. 2 PUD, recorded as Entry No. 40728 in the Utah County Recorder's Office; thence, along said Northerly Boundary Line, S89°57'59"W 873.60 feet; thence N00°02'01"W 104.99 feet; thence N89°57'59"E 8.82 feet; thence N00°00'08"E 254.00 feet; thence N89°57'59"E 9.00 feet; thence N00°00'08"E 1180.23 feet; thence N89°58'35"E 173.16 feet; thence Northeasterly 83.18 feet along the arc of a 66.00 foot radius curve to the right, chord bears N53°53'45"E 77.79 feet; thence N89°58'31"E 19.56 feet; thence N00°09'45"E 89.95 feet; thence N00°07'16"E 38.36 feet; thence N00°03'03"W 245.66 feet; thence S89°56'07"W 255.67 feet; thence N00°00'08"E 805.82 feet to the Point of Beginning.

Contains: 1,854,936 SF or 42.58 AC.

LEGACY FARMS  
VILLAGE PLAN PHASE 3 LEGAL DESCRIPTION  
Prepared October 23, 2014

A portion of Saratoga Drive Church Subdivision Plat recorded as Entry No. 140578:2004 in the Utah County Recorder's Office, located in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the South Right-of-Way Line of 400 South Street, said point being also S89°57'40"E 1313.16 feet, along the Section Line, and South 36.37 feet from the Center Quarter Corner of said Section 26; and running thence, along said South Right-of-Way Line of 400 South Street, N89°56'07"E 926.50 feet; thence S00°00'07"W 770.98 feet; thence S11°17'57"E 40.79 feet; thence S00°00'08"W 42.89 feet; thence Southerly 12.16 feet along the arc of a 291.00 foot radius curve to the right, chord bears S01°11'59"W 12.16 feet; thence S02°23'50"W 42.68 feet; thence Southerly 8.74 feet along the arc of a 209.00 foot radius curve to the left, chord bears S01°11'59"W 8.74 feet; thence S00°00'08"W 708.35 feet; thence S00°08'24"W 54.00 feet; thence Southwesterly 1149.09 feet along the arc of a 741.00 foot radius curve to the right, chord bears S45°29'59"W 1037.37 feet; thence N00°00'08"E 1964.41 feet; thence S89°56'07"W 192.26 feet; thence N00°00'01"E 441.63 feet to the Point of Beginning.

Contains: 1,743,507 SF or 40.03 AC.

LEGACY FARMS  
VILLAGE PLAN PHASE 4 LEGAL DESCRIPTION  
Prepared October 23, 2014

A portion of Saratoga Drive Church Subdivision Plat recorded as Entry No. 140578:2004 in the Utah County Recorder's Office, located in the Southeast Quarter of Section 26 and the Northeast Quarter of Section 35, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the South Right-of-Way Line of 400 South Street, said point being also S89°57'40"E 2239.65 feet, along the Section Line, and South 34.70 feet from the Center Quarter Corner of said Section 26; and running thence, along said South Right-of-Way Line of 400 South Street, N89°56'07"E 504.13 feet; thence S00°05'52"E 895.03 feet to the North Line of Parcel 1 of said Saratoga Drive Church Subdivision; thence, along



the North Line and the West Line of Said Parcel 1, the following two (2) courses: (1) S86°28'54"W 86.12 feet, (2) S03°31'06"E 374.34 feet to the Northwesterly Corner of Saratoga Springs No. 4 PUD recorded as Entry No. 75950 in the Utah County Recorder's Office; thence, along the Westerly Boundary Line of said Saratoga Springs No. 4 PUD, the following three (3) courses: (1) S02°54'37"W 348.75 feet, (2) S21°58'07"W 403.00 feet, (3) S34°00'07"W 114.81 feet to the Northwesterly Corner of Saratoga Springs No. 3 PUD recorded as Entry No. 75949 in the Utah County Recorder's Office; thence, along the Westerly Boundary Line of said Saratoga Springs No. 3 PUD, the following four (4) courses: (1) S34°00'07"W 108.46 feet, (2) S00°41'07"W 180.00 feet, (3) S55°45'07"E 719.98 feet, (4) S89°57'59"W 141.72 feet to the Northeast Corner of Saratoga Springs No. 2 PUD recorded as Entry No. 40728 in the Utah County Recorder's Office; thence, along the North Boundary Line of said Saratoga Springs No 2 PUD, S89°57'59"W 8.80 feet; thence N00°00'01"W 371.65 feet; thence Northeasterly 1012.47 feet along the arc of a 741.00 foot radius curve to the left, chord bears N40°13'03"E 935.53 feet; thence N00°08'24"E 54.00 feet; thence N00°00'08"E 708.35 feet; thence Northerly 8.74 feet along the arc of a 209.00 foot radius curve to the right, chord bears N01°11'59"E 8.74 feet; thence N02°23'50"E 42.68 feet; thence Northerly 12.16 feet along the arc of a 291.00 foot radius curve to the left, chord bears N01°11'59"E 12.16 feet; thence N00°00'08"E 42.89 feet; thence N11°17'57"W 40.79 feet; thence N00°00'07"E 770.98 feet to the Point of Beginning.

Contains: 1,224,559 SF or 28.11 AC.