

When Recorded Return To:

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



ENT 200851:2021 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Dec 02 8:55 am FEE 40.00 BY LT
RECORDED FOR SARATOGA SPRINGS CITY

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

THIS FOURTH SUPPLEMENTAL DECLARATION AND FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this “**Fourth Supplemental Declaration and Fourth Amendment**”) is made as of November 17, 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. On May 20, 2021, Declarant caused to be recorded as Entry No. 95002:2021 in the Official Records that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Third Amendment**”).

E. On June 17, 2021, Declarant caused to be recorded as Entry No. 110074:2021 in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Third Supplemental Declaration**”).

F. Article XIX of the Original Declaration provides that Declarant shall have the absolute right and option, from time to time and at any 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 a supplemental declaration in the Official Records.

G. Pursuant to Article XIX 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 “**Subject Property**”), to the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration and First Amendment, by the Second Supplemental Declaration and Second Amendment and by the Third Amendment and by this third Supplemental Declaration and Fourth Amendment.

H. 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.

I. Declarant is executing and delivering this Fourth Supplemental Declaration and Fourth Amendment for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, as previously supplemented and amended, and for the purpose of amending Section 4.2.2 of the Original Declaration.

FOURTH SUPPLEMENTAL DECLARATION AND FOURTH AMENDMENT

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

1. Defined Terms. All defined terms as used in this Fourth Supplemental Declaration and Fourth Amendment shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless otherwise defined in this Fourth Supplemental Declaration and Fourth Amendment.

2. Subject Property Subjected to the Original Declaration As Amended. The Subject Property is hereby subjected to the Original Declaration, as previously supplemented and amended, and the 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 supplemented and amended, and as supplemented and amended by this Fourth Supplemental Declaration and Fourth 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. All such provisions 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. The Subject Property 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. Neighborhood Designations. The Neighborhood Designations for the Subject Property shall be as follows:

Northshore Plat A-4

Lot Numbers

1542 to 1623

Neighborhood Designation

Townhomes

Northshore Plat B-4

Lot Numbers

1624 to 1710

Neighborhood Designation

Townhomes

4. **Amendment of Section 4.2.2.** Section 4.2.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.2. **Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except that no more than 2 dogs, and/or no more than 2 cats may be kept in or on a Lot, subject to any additional rules and regulations adopted by the Association through its Board of Directors. Notwithstanding any of the foregoing, no dog of any breed that is commonly known as an aggressive breed shall be allowed. Under no circumstances shall any pets be kept, bred, or maintained for any commercial purpose. Furthermore, within the Limited Common Area of any 3-story Unit: (a) any pet kept outside must be on a leash at all times, and (b) no pets may be kept outside overnight. Within the Limited Common Area of any 2-story Unit, if the Owner desires: (a) to keep a pet outside overnight or (b) to keep a pet unleashed outside at any time, then in order to do so the Owner of such Unit must first erect a fence enclosing the Limited Common Area for such Unit, and the Owner of such Unit must receive prior written consent from the Board of Directors for the type, material and color of such fence before installing such fence.

Notwithstanding this provision, no pet enclosures shall be erected, placed or permitted to remain on any portion of the Common Areas, nor shall pets be kept tied to any structure outside the Unit. The keeping of pets and their ingress and egress to the Common Areas shall be subject to such rules and regulations as may be issued by the Board of Directors. Pets must be on a leash at all times when outside a Unit.

If a pet defecates on any portion of the Common Areas, the Owner of such pet shall immediately remove all feces left upon the Common Areas by such Owner's pet. If the Owner or resident of the Project fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use of or travel upon the Common Areas. The Board of Directors may subject ingress, egress, use or travel by a pet upon the Common Areas to a user and maintenance fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner, or resident of the Project to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet

which endangers the health or welfare of any Owner, resident, invitee or Guest of the Project or which creates a nuisance (e.g., unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Project upon seven (7) days written notice by the Board of Directors.

5. No Other Changes. Except as supplemented and amended by the provisions of this Fourth Supplemental Declaration and Fourth Amendment, the Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and First Amendment, the Second Supplemental Declaration and Second Amendment, the Third Amendment and the Third Supplemental Declaration, shall remain unmodified and in full force and effect. The Original Declaration, as previously supplemented and amended by the First Supplemental Declaration and First Amendment, the Second Supplemental Declaration and Second Amendment, the Third Amendment and the Third Supplemental Declaration, and as supplemented and amended by this Fourth Supplemental Declaration and Fourth Amendment, shall collectively be referred to as the "Declaration."

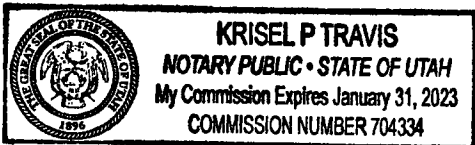
IN WITNESS WHEREOF, Declarant has caused this Fourth Supplemental Declaration and Fourth Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

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

By: *Adam R. Losev*
Name: Adam R. Losev
Title: Vice President

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

The foregoing instrument was acknowledged to me this 17 day of November, 2021, by Adam R. Losev, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



Krisel P Travis
NOTARY PUBLIC

**EXHIBIT A
TO
FOURTH SUPPLEMENTAL DECLARATION AND FOURTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
NORTHSORE**

Legal Description of the Subject Property

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

Plat A-4

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

BEGINNING AT A POINT LOCATED S0°10'34"E ALONG THE SECTION LINE 164.02 FEET AND WEST 463.57 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S0°34'42"W 134.00 FEET; THENCE S1°28'40"W 297.30 FEET; THENCE WEST 18.61 FEET; THENCE S72°57'34"W 59.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 170.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S72°57'34"W) 2.18 FEET THROUGH A CENTRAL ANGLE OF 0°43'54" (CHORD: S16°40'29"E 2.18 FEET); THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 22.26 FEET THROUGH A CENTRAL ANGLE OF 106°17'58" (CHORD: S36°50'28"W 19.20 FEET); THENCE S89°59'27"W 2.01 FEET; THENCE S0°00'33"E 59.00 FEET; THENCE N89°59'27"E 8.39 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.85 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S45°00'33"E 16.97 FEET); THENCE S0°00'33"E 64.00 FEET; THENCE S89°59'27"W 562.45 FEET; THENCE N81°56'29"W 16.65 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 984.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S81°56'29"E) 65.12 FEET THROUGH A CENTRAL ANGLE OF 3°47'24" (CHORD: N9°57'13"E 65.11 FEET); THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 16.37 FEET THROUGH A CENTRAL ANGLE OF 78°08'31" (CHORD: N50°55'11"E 15.13 FEET); THENCE N89°59'27"E 21.28 FEET; THENCE N0°00'33"W 59.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N0°00'33"W) 22.39 FEET THROUGH A CENTRAL ANGLE OF 106°54'28" (CHORD: N36°33'19"W 19.28 FEET); THENCE ALONG THE ARC OF A 984.50 FOOT RADIUS CURVE TO THE RIGHT 192.05 FEET THROUGH A CENTRAL ANGLE OF 11°10'36" (CHORD: N22°29'13"E 191.74 FEET); THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 19.27 FEET THROUGH A CENTRAL ANGLE OF 91°59'06" (CHORD: N74°04'04"E 17.26 FEET); THENCE N30°42'31"E 59.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N30°05'35"E) 19.46 FEET THROUGH A CENTRAL ANGLE OF 92°52'46" (CHORD: N13°29'11"W 17.40 FEET); THENCE ALONG THE ARC OF A 984.50 FOOT RADIUS CURVE TO THE RIGHT 3.70 FEET THROUGH A CENTRAL ANGLE OF 0°12'55" (CHORD: N33°04'29"E 3.70 FEET); THENCE N33°10'57"E 375.51 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 18.36 FEET THROUGH A CENTRAL ANGLE OF 87°38'39" (CHORD: N77°00'16"E 16.62 FEET); THENCE S59°10'24"E 170.76 FEET; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT 121.16 FEET THROUGH A CENTRAL ANGLE OF 30°14'54" (CHORD: S74°17'51"E 119.76 FEET); THENCE S89°25'18"E 21.02 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.55 ACRES
328,667 SQ FT

Plat B-4

A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST 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°08'33"W ALONG THE SECTION LINE 186.55 FEET AND WEST 683.00 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 827.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N61°04'01"W) 61.37 FEET THROUGH A CENTRAL ANGLE OF 4°14'58" (CHORD: S31°03'28"W 61.36 FEET); THENCE S33°10'57"W 553.28 FEET; THENCE ALONG THE ARC OF A 1044.50 FOOT RADIUS CURVE TO THE LEFT 8.59 FEET THROUGH A CENTRAL ANGLE OF 0°28'17" (CHORD: S32°56'48"W 8.59 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 17.56 FEET THROUGH A CENTRAL ANGLE OF 83°49'55" (CHORD: S74°37'38"W 16.03 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 229.50 FOOT RADIUS CURVE TO THE LEFT 8.22 FEET THROUGH A CENTRAL ANGLE OF 2°03'11" (CHORD: N64°29'00"W 8.22 FEET); THENCE S24°29'24"W 59.00 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S24°29'24"W) 19.63 FEET THROUGH A CENTRAL ANGLE OF 93°42'09" (CHORD: S18°39'31"E 17.51 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 1044.50 FOOT RADIUS CURVE TO THE LEFT 385.52 FEET THROUGH A CENTRAL ANGLE OF 21°08'51" (CHORD: S17°37'08"W 383.33 FEET); THENCE S89°49'32"W 137.20 FEET; THENCE S89°48'27"W 16.61 FEET; THENCE N0°11'33"W 397.10 FEET; THENCE S89°48'27"W 5.00 FEET; THENCE N0°11'33"W 373.55 FEET TO AN EXISTING FENCE LINE; THENCE N89°43'24"E ALONG SAID FENCE LINE 13.09 FEET TO A FENCE CORNER IN THE WEST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: N0°16'25"W 0.80 FEET; THENCE N0°03'11"E 186.55 FEET; THENCE EAST 200.98 FEET; THENCE NORTH 78.16 FEET; THENCE EAST 222.06 FEET; THENCE N45°59'13"E 36.53 FEET; THENCE ALONG THE ARC OF A 52.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N63°36'28"E) 65.86 FEET THROUGH A CENTRAL ANGLE OF 72°34'02" (CHORD: S62°40'33"E 61.56 FEET) TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 14.56 FEET THROUGH A CENTRAL ANGLE OF 33°21'42" (CHORD: S82°16'43"E 14.35 FEET); THENCE S65°35'52"E 133.19 FEET; THENCE ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT 19.80 FEET THROUGH A CENTRAL ANGLE OF 94°31'51" (CHORD: S18°19'56"E 17.63 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±8.64 ACRES
376,419 SQ FT