

When Recorded Return To:

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



ENT 60728:2022 PG 1 of 7
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 May 18 9:36 am FEE 262.00 BY TH
RECORDED FOR SARATOGA SPRINGS CITY

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

THIS SIXTH SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this “**Sixth Supplemental Declaration and Fifth Amendment**”) is made as of May 16, 2022, 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. On December 2, 2021, Declarant caused to be recorded as Entry No. 200851:2021 in the Official Records that certain Fourth Supplemental Declaration and Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Fourth Supplemental Declaration and Fourth Amendment**”).

G. On February 25, 2022, Declarant caused to be recorded as Entry No. 25199:2022 in the Official Records that certain Fifth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Northshore (the “**Fifth Supplemental Declaration**”).

H. 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.

I. 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, by the Third Amendment, by the Third Supplemental Declaration, by the Fourth Supplemental Declaration and Fourth Amendment, by the Fifth Supplemental Declaration and by this Sixth Supplemental Declaration and Fifth Amendment.

J. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right to amend unilaterally the Original Declaration during the Period of Declarant Control.

K. Declarant is executing and delivering this Sixth Supplemental Declaration and Fifth 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 the Original Declaration as hereinafter set forth.

SIXTH SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT

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

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

2. Subject Property Subjected to the Original Declaration, As Supplemented and 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 Sixth Supplemental Declaration and Fifth 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: (a) shall run with the Subject Property, (b) 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 (c) 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 C-4

<u>Lot Numbers</u>	<u>Neighborhood Designation</u>
111 to 135	Single Family Lots
1711 to 1734	Townhomes

Northshore Plat D-4

<u>Lot Numbers</u>	<u>Neighborhood Designation</u>
136 to 145	Single Family Lots
1735 to 1794	Townhomes

4. New Section 4.7. The Original Declaration is hereby amended by adding a new Section 4.7 which shall read as follows:

4.7. Access Easement Areas. Declarant hereby declares that, in Declarant’s sole discretion, certain Lots within Northshore shall be subjected to an Access Easement Area and shall be subject to the following terms pertaining to Access Easement Areas. The specific Lots within Northshore that shall be subjected to an Access Easement Area shall be identified on the Recorded Plat whereby such Lots are established, and such Recorded Plat shall identify the location and the dimensions of the Access Easement Area on each Lot that is subjected to an Access Easement Area.

4.7.1 Definition. “Access Easement Area” means that portion of a Lot identified on a Recorded Plat over which the Owner of an adjoining Lot shall have an easement for access to maintain the Dwelling Unit on the adjoining Lot as provided herein.

4.7.2 Terms.

(a) Grant and Reservation of Easements. Declarant hereby reserves from each Lot on which an Access Easement Area is located and grants to each Owner of the Lot adjoining the Access

Easement Area (the “Benefitted Owner”) a non-exclusive easement on, over, upon and across that portion of the Lot on which the applicable Access Easement Area is located for access for the following purposes: (i) maintaining the exterior of the Benefitted Owner’s Dwelling Unit, and repairing, repainting and replacing such Dwelling Unit; (ii) maintaining any roof overhangs, eaves, exterior finishes or architectural features that may extend or encroach into the adjoining Lot; (iii) drainage from the roof of the Benefitted Owner’s Dwelling Unit; and (iv) maintaining footings or any fencing or structures situated on the boundary between the Benefitted Owner’s Lot and the Lot on which the Access Easement is located.

(b) Terms of Access. Any right of access by the Benefitted Owner into the Access Easement Area shall be exercised in a reasonable manner and in a manner that does not violate any of the ordinances of the City, including without limitation the ordinances governing nuisances and noise emission. Except for emergency repairs, a Benefitted Owner shall (i) give at least twenty-four (24) hours’ prior notice to the Owner of the Lot on which the applicable Access Easement Area is located, (ii) enter the Access Easement Area only at reasonable times, and (iii) to the extent practicable, not interfere with, restrict, disturb or hinder the full enjoyment of the Lot on which the Access Easement Area is located by the Owner thereof. The Benefitted Owner shall repair, at the Benefitted Owner’s sole cost and expense, any damage caused by the Benefitted Owner as a result of such entry. The Owner of the Lot on which the Access Easement Area is located shall exercise reasonable care in assisting the Benefitted Owner and the Benefitted Owner’s agents and contractors in entering onto the Access Easement Area for the purpose of performing such maintenance, including without limitation controlling pets.

(c) Easement Appurtenant. Each easement to use an Access Easement Area which benefits a Benefitted Owner’s Lot is appurtenant to that Lot and shall inure to the benefit of successive Owners of the Benefitted Owner’s Lot and shall burden successive Owners of the Lot on which the Access Easement Area is located.

(d) Non-Exclusivity of Easements. The easements reserved and granted in this Section 4.7 are non-exclusive.


4.7.3 Use Restrictions Within the Access Easement Areas. No Owner shall construct, install, erect, reconstruct, repair, and/or replace within an Access Easement Area: (a) any Improvements that are attached or affixed to the Dwelling Unit adjoining the Access Easement Area, or (b) any permanent Improvements, including without limitation any

permanent structures, fountains, fire pits or other similar Improvements, nor shall any Owner place or store within an Access Easement Area any hazardous or combustible materials. No Owner or invitee of an Owner shall cause any balls or other equipment to be placed or bounced against the Dwelling Unit adjoining the Access Easement Area. Any landscaping or other Improvement installed within the Access Easement Area shall be of a type and shall be so located and installed that: (a) it does not attach to or damage the adjoining Dwelling Unit or any other Improvements located on the adjoining Lot, and (b) it does not unreasonably interfere with the right of access reserved in Section 4.7.2(b). No Improvement that may impair the structural integrity of the Dwelling Unit adjoining the Access Easement Area shall be installed within the Access Easement Area.

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

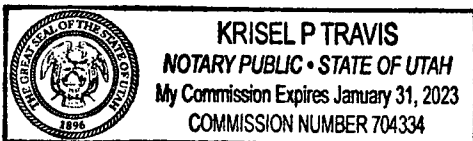
IN WITNESS WHEREOF, Declarant has caused this Sixth Supplemental Declaration and Fifth Amendment, to be executed by an officer duly authorized to execute the same as of the date first above written.

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

By: 
Name: Jonathan S. Thornley
Title: Division CFO

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

The foregoing instrument was acknowledged to me this 16 day of May, 2022, by Jonathan S. Thornley in such person's capacity as the Division CFO of D.R. Horton, Inc., a Delaware Corporation.




NOTARY PUBLIC

**EXHIBIT A
TO
SIXTH SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
NORTSHORE**

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:

NORTSHORE PLAT C-4

A PARCEL OF LAND LOCATED IN 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 203.28 FEET AND WEST 688.51 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N65°35'52"W 133.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 14.56 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 33°21'42", CHORD: N82°16'43"W 14.35 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 65.86 FEET WITH A RADIUS OF 52.00 FEET THROUGH A CENTRAL ANGLE OF 72°34'02", CHORD: N62°40'33"W 61.55 FEET; THENCE S45°59'13"W 36.53 FEET; THENCE WEST 222.06 FEET; THENCE NORTH 119.67 FEET; THENCE EAST 149.09 FEET; THENCE N00°27'42"W 148.35 FEET; THENCE N89°32'18"E 69.50 FEET; THENCE N00°27'42"W 440.91 FEET; THENCE N89°57'58"W 166.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 28.21 FEET WITH A RADIUS OF 4964.50 FEET THROUGH A CENTRAL ANGLE OF 00°19'32", CHORD: S89°52'16"W 28.21 FEET; THENCE S89°42'30"W 222.27 FEET; THENCE N00°08'11"W 78.95 FEET; THENCE N89°42'30"E 84.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 12.52 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 59°47'11", CHORD: N59°48'54"E 11.96 FEET; THENCE N89°32'11"E 62.15 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 12.74 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 60°48'39", CHORD: S59°53'11"E 12.15 FEET; THENCE N89°42'30"E 55.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 28.65 FEET WITH A RADIUS OF 5043.45 FEET THROUGH A CENTRAL ANGLE OF 00°19'32", CHORD: N89°52'16"E 28.65 FEET; THENCE S89°57'58"E 241.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 13.48 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 64°21'08", CHORD: N57°51'28"E 12.78 FEET; THENCE S89°29'36"E 61.76 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 12.99 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 62°02'43", CHORD: S59°16'09"E 12.37 FEET; THENCE N89°42'30"E 119.97 FEET; THENCE S00°02'02"W 79.61 FEET; THENCE S89°57'58"E 44.22 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 18.87 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 90°05'28", CHORD: S44°55'14"E 16.98 FEET; THENCE S00°07'30"W 375.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 331.77 FEET WITH A RADIUS OF 827.50 FEET THROUGH A CENTRAL ANGLE OF 22°58'19", CHORD: S11°36'39"W 329.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 19.12 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 91°18'20", CHORD: S68°44'58"W 17.16 FEET; THENCE S26°40'13"W 59.05 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.45 ACRES
±324,458 SQ. FT.

NORTHSHORE PLAT D-4

A PARCEL OF LAND LOCATED IN 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 531.68 FEET AND WEST 908.81 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°32'18"W 69.50 FEET; THENCE S0°27'42"E 148.35 FEET; THENCE WEST 351.41 FEET; THENCE N0°04'00"W 265.71 FEET; THENCE N0°08'11"W 323.00 FEET; THENCE N89°42'30"E 222.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 28.21 FEET WITH A RADIUS OF 4964.50 FEET THROUGH A CENTRAL ANGLE OF 0°19'32" CHORD: N89°52'16"E 28.21 FEET; THENCE S89°57'58"E 166.76 FEET; THENCE S0°27'42"E 440.91 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±5.43 ACRES
236,683 SQ. FT.