

When Recorded Return To:

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

Tax Parcel Numbers: 47-425-1795 to 47-425-1915; 47-425-1916

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

THIS TENTH SUPPLEMENTAL DECLARATION AND EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSHORE (this “**Tenth Supplemental Declaration**”) is made as of September 15, 2023, 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.

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.

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.

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.

F. On September 29, 2021, Declarant caused to be recorded as Entry No. 167368:2021 in the Official Records that certain Amended and Restated Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

G. 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.

H. 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.

I. On May 18, 2022, Declarant caused to be recorded as Entry No. 60728:2022 in the Official Records that certain Sixth Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

J. On September 22, 2022, Declarant caused to be recorded as Entry No. 103009:2022 in the Official Records that certain Seventh Supplemental Declaration and Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

K. On January 4, 2023, Declarant caused to be recorded as Entry No. 658:2023 in the Official Records that certain Eighth Supplemental Declaration and Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Northshore.

L. On February 21, 2023, Declarant caused to be recorded as Entry No. 10166:2023 in the Official Records that certain Ninth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Northshore.

M. 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.

N. 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, and as supplemented and amended by this Tenth Supplemental Declaration.

O. 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 the Declarant Control.

P. Declarant is executing and delivering this Tenth Supplemental Declaration 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 previously supplemented and amended, as hereinafter set forth.

TENTH SUPPLEMENTAL DECLARATION

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

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

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 Tenth Supplemental Declaration, 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:

	<u>Northshore Plat A-5</u>	
Lot Numbers		Neighborhood Designation
1795 to 1915, Inclusive		Townhome Lots

4. Amendment of Section 4.3.2. Section 4.3.2 of the Original Declaration, as previously amended, is hereby amended and restated in its entirety to read as follows:

4.3.2. Business Activities. Property classified for the purposes set forth in Section 4.3.1 shall not be used for any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Resident may conduct business activities within the Dwelling Unit so long as: (a) the Owner or Resident obtains all necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for Northshore; (c) the business activity does not involve door-to-door solicitation of Residents of the Project; (d) the activity is consistent with the Residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property, as may be determined in the sole discretion of the Board; and (e) the Owner or Resident obtains the prior written consent of the Board. This Section 4.3.2 shall not apply to any activity conducted by Declarant or a Merchant Builder approved by Declarant with respect to its development and sale of the Lots, Units or Parcels or its use of any Dwelling Units which it owns within Northshore. Notwithstanding the above, except for the

nightly rental of a Dwelling Unit, the leasing of a Dwelling Unit shall not be considered a business and/or trade within the meaning of this Section 4.3.2. For purposes of this Declaration, the nightly rental of a Dwelling Unit shall be considered a business and/or trade within the meaning of this Section 4.3.2. The nightly rental of a Dwelling Unit within Northshore shall only be permitted if the Owner of such Dwelling Unit lives within the Dwelling Unit on a full-time basis, as determined by the Board in its reasonable discretion.

5. Amendment of Section 3.6. Section 3.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.6 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Community Areas. The use by Owners and Residents and their guests, families, tenants and invitees of sidewalks, paths, walks and lanes within the Community Areas may be utilized by pedestrians and by individuals utilizing regular bicycles or e-bikes with two wheels pedal-assist (but not throttle-assist) or electric powered scooters. However, no throttle-assist e-bikes of any nature and no electric-powered scooters that exceed twenty miles per hour (20 mph) and no gasoline-powered bikes, recreational vehicles or vehicles of any nature are allowed upon or within the sidewalks, paths, walks and lanes within the Community Areas, other than gasoline-powered vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks, paths, walks and lanes within the Community Areas may be controlled and regulated further pursuant to the Northshore Rules adopted by the Board. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots, Units and Parcels and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over the Community Areas and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the City or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

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

4.2.2 Animals. No animal, bird, or fish, other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot, Unit or Parcel and then only if they are kept, and raised

thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or within a Dwelling Unit or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than five (5) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Community Areas, the Owner of such pet shall immediately remove all feces left upon the Community Areas by such Owner's pet. If an Owner or Resident fails to abide by the rules and regulations and/or covenants applicable to pets, the Board may bar such pet from use of or travel upon the Community Areas. The Board may subject ingress, egress, use, or travel upon the Community Areas by a Person with a pet to a Special Use Fee, which may be a general fee for all similarly-situated Persons or a specific fee imposed for failure of an Owner or Permanent Resident to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or Resident of a Lot, Unit or Parcel or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board, must be permanently removed from the Property upon seven (7) days' written notice by the Board. Upon the written request of any Owner or Resident, the Board shall conclusively determine, in its sole and absolute subjective discretion, whether for the purposes of this Section 4.2.2, a particular animal, fish or bird is a generally recognized house or yard pet, whether such a pet is a nuisance or whether the number of animals, fish or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.


7. Amendment of Section 6.3.4 of the Original Declaration. Section 6.3.4 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.4 During the Period of Declarant Control, Declarant, as the holder of the right to vote the Class B Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

8. No Other Changes. Except as supplemented and amended by the provisions of this Tenth Supplemental Declaration, 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 Tenth Supplemental Declaration, shall collectively be referred to as the "**Declaration.**"

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

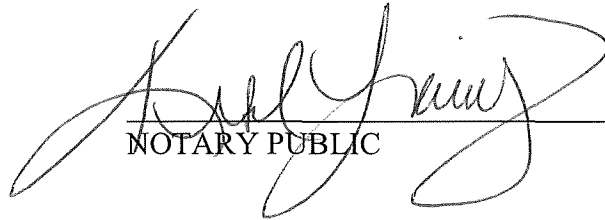
D.R. HORTON, INC.,
a Delaware corporation

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

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

The foregoing instrument was acknowledged to me this 15 day of September 2023, 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
TENTH SUPPLEMENTAL DECLARATION AND EIGHTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
NORTHSHORE**

Legal Description of the Subject Property

NORTHSHORE PLAT A-5, being more particularly described as follows:

Lots 1795 through 1915, inclusive, NORTHSHORE PLAT A-5, according to the official plat thereof as recorded on August 23, 2023 as Entry No. 55844:2023 in the office of the Utah County Recorder, State of Utah.

Tax Parcel Numbers: 47-425-1795 to 47-425-1915; 47-425-1916