

When Recorded Return To:

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

**EIGHTH SUPPLEMENTAL DECLARATION AND SEVENTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
NORTHSORE**

THIS EIGHTH SUPPLEMENTAL DECLARATION AND SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSORE (this “**Eighth Supplemental Declaration and Seventh Amendment**”) is made as of December 12, 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 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 (the “**Amended and Restated Third Amendment**”).

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 (the “**Fourth Supplemental Declaration and Fourth Amendment**”).

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 (the “**Fifth Supplemental Declaration**”).

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 (the “**Sixth Supplemental Declaration and Fifth Amendment**”).

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 (the “**Seventh Supplemental Declaration and Sixth Amendment**”).

K. 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.

L. 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 Eighth Supplemental Declaration and Seventh Amendment.

M. 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.

N. Declarant is executing and delivering this Eighth Supplemental Declaration and Seventh 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.

**EIGHTH SUPPLEMENTAL DECLARATION
AND SEVENTH AMENDMENT**

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

1. Defined Terms. All defined terms as used in this Eighth Supplemental Declaration and Seventh Amendment shall have the same meanings as those set forth in the Original Declaration, as previously supplemented and amended, unless otherwise defined in this Eighth Supplemental Declaration and Seventh 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 Eighth Supplemental Declaration and Seventh 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-7

Lot Numbers

Neighborhood Designation

2197 to 2284, Inclusive

Townhomes

4. Amendment of Section 1.58 of the Original Declaration. Section 1.58 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.58 **“Period of Declarant Control”** shall mean the period of time during which Declarant owns and exercises the Class B Membership rights, which Period of Declarant Control shall commence upon the Recording of this Declaration and which Period of Declarant Control shall continue until the first to occur of the Events described and defined in Sections 6.3.2.1, 6.3.2.2 and 6.3.2.3 of this Declaration.

5. Amendment of Section 3.6 of the Original Declaration. 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 and electric powered scooters and e-bikes with two wheels. However, no gasoline-powered bikes 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 of the Original Declaration. Section 4.2.2 of the Original Declaration 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. 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 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 4.2.30 of the Original Declaration. Section 4.2.30 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.30 Model Units. The provisions of this Declaration which, in certain instances, prohibit non-Residential use of Lots, Units and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model Dwelling Units by Merchant Builders engaged in the construction of Dwelling Units within Northshore and parking incidental to the visiting of such model Dwelling Units, provided that Declarant, in Declarant's sole discretion, approves: (a) the construction and use by such Merchant Builder of each such model Dwelling Unit, (b) the location of each such model Dwelling Unit, and (c) the opening and closing hours for each such model Dwelling Unit, and provided further that the construction, operation and maintenance of each such model Dwelling Unit otherwise complies with all of the provisions of this Declaration. Declarant, in Declarant's sole discretion, may also approve areas within Northshore to be used for parking in connection with the showing of model Dwelling Units by Merchant Builders, so long as such parking and parking areas are in compliance with the ordinances of the governing Municipal Authority and with the Governing Documents. Any Dwelling Unit constructed as a model Dwelling Unit by a Merchant Builder and approved for such use by Declarant, in Declarant's sole discretion, shall cease to be used as a model Dwelling Unit at any time the Merchant Builder thereof is not actively engaged in the construction and sale of Dwelling Units within Northshore. No Dwelling Unit within Northshore shall be used as a model Dwelling Unit by a Merchant Builder for the sale of Dwelling Units not located within Northshore. Notwithstanding the foregoing provisions of this Section 4.2.30 or any other provisions within this Declaration. Declarant, in Declarant's sole discretion, shall have the right to utilize Lots within Northshore owned by Declarant for the construction and use of model Dwelling Units and for parking incidental to the showing of model Dwelling Units in connection with the sale by Declarant of Dwelling Units within Northshore or within any other residential development for so long as Declarant may elect to do so and for so long as Declarant owns the Lots within Northshore utilized for model Dwelling Units and the associated parking of vehicles.

8. 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.

9. No Other Changes. Except as supplemented by the provisions of this Eighth Supplemental Declaration and Seventh 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 Eighth Supplemental Declaration and Seventh Amendment, shall collectively be referred to as the "Declaration."

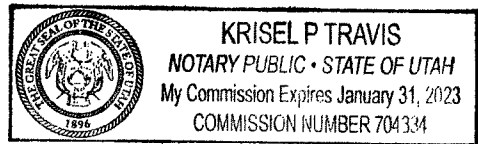
IN WITNESS WHEREOF, Declarant has caused this Eighth Supplemental Declaration and Seventh Amendment, to be executed by an officer duly authorized to execute the same as of the date first above written.

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 12 day of December, 2022, by Adam R. Loser, 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
EIGHTH SUPPLEMENTAL DECLARATION AND SEVENTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
NORTHSHORE**

Legal Description of the Subject Property

NORTHSHORE PLAT C-7, being more particularly described as follows:

A parcel of land located in the Southeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base & Meridian, described as follows:

Beginning at a point located South 00°10'34" East along the Section Line 376.00 feet and West 1336.67 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°11'33" East 397.10 feet; thence North 89°48'27" East 16.61 feet to the Northwest corner of Northshore Plat E-2, Entry Number 135118:2020, according to the official plat in the office of the Utah County Recorder; thence along the West line of said plat thence South 00°10'28" East 46.02 feet; thence South 89°49'32" West 571.90 feet; thence North 00°14'14" West 430.93 feet; thence along the arc of a curve to the right 18.86 feet with a radius of 12.00 feet through a central angle of 90°02'41", chord: North 44°47'07" East 16.98 feet; thence North 89°48'27" East 543.64 feet to the point of beginning.

Tax Parcel Numbers: 58-036-0178 and 66-853-0004