

When Recorded Return To:

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

**FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
DRH EAGLE POINT TOWNHOMES**

THIS FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DRH EAGLE POINT TOWNHOMES (this “**First Supplemental Declaration**”) is made as of July 21, 2022, by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), and by EAGLE POINT TOWNS-EAGLE MOUNTAIN, L.P., a Delaware limited partnership (“**Hearthstone**”), with reference to the following:

RECITALS

A. On January 5, 2022, Declarant and Hearthstone caused to be recorded as Entry No. 1557:2022 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 DRH Eagle Point Townhomes (the “**Original Declaration**”) pertaining to a residential unit development known as DRH Eagle Point Townhomes located in Eagle Mountain City, Utah County, Utah.

B. Article 4 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.

C. Pursuant to Article 4 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.

D. Section 3.32(b) of the Original Declaration provides that Declarant shall have the right to amend unilaterally the Original Declaration during the Class B Control Period.

E. Declarant is executing and delivering this First Supplemental Declaration for the purpose of subjecting the Subject Property to the provisions of the Original Declaration, and for the purpose of amending the Original Declaration as hereinafter set forth.

FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT

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

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

2. Subject Property Subjected to the Original Declaration. The Subject Property is hereby subjected to the Original Declaration, 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 supplemented and amended by this First 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 1.49 of the Original Declaration.

3. Section 3.5(f)(16). Section 3.5(f)(16) of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.5(f)(16). The Property within the Project shall not be used for any Business and/or Trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or Permanent Resident may conduct business activities within a Unit so long as: (a) the Owner or Permanent Resident obtains all necessary licenses and permits; (b) the activity conforms to applicable laws, including all zoning requirements for the Project; (c) the Business and/or Trade activity does not involve door-to-door solicitation of residents of the Project; (d) the activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Permanent Residents of the Project, as may be determined in the sole discretion of the Board; and (e) the Owner or Permanent Resident obtains the prior written consent of the Board. This Section 3.5(f)(16) shall not apply to any activity conducted by Declarant with respect to its development and sale of the Lots and Units or its use of any Lots or Units which it owns within the Project.

4. No Other Changes. Except as supplemented and amended by the provisions of this First Supplemental Declaration, the Original Declaration shall remain unmodified and in full force and effect. The Original Declaration, as supplemented and amended by this First Supplemental Declaration, shall collectively be referred to as the “**Declaration.**”

IN WITNESS WHEREOF, Declarant and Hearthstone have caused this First Supplemental Declaration, to be executed by persons duly authorized to execute the same.

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

By: [Signature]
Name: Jonathan S. Thornley
Title: Division CFO
Date of Execution: August 8, 2022

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

The foregoing instrument was acknowledged to me this 8 day of August, 2022, by Jonathan S. Thornley, in such person's capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.



[Signature]
NOTARY PUBLIC


HEARTHSTONE:

EAGLE POINT TOWNS – EAGLE MOUNTAIN, L.P.,
a Delaware limited partnership

By: NP-HS LOJV GP VII, LLC,
a Delaware limited liability company
General Partner

By: NP-HS LOT OPTION JOINT
VENTURE VII, LLC,
a Delaware limited liability company
Sole Member

By: HEARTHSTONE
PROFESSIONALS – PI, L.P.,
a Delaware limited partnership
Manager

By: 

Steven C. Porath
Authorized Person

Date of Execution: JULY 29, 2022

[Attach as a separate page a California All-Purpose Acknowledgement]

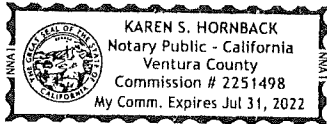
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }
On July 29, 2022 before me, Karen S. Hornback, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven C. Bratt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Karen S. Hornback
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing: Signer is Representing:

**EXHIBIT A
TO
FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
DRH EAGLE POINT TOWNHOMES**

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:

DRH Eagle Point Townhomes Plat D

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE EAGLE POINT ROAD DEDICATION PLAT BOUNDARY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AS MAP FILING NO. 14711, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE 1262.75 FEET AND NORTH 132.70 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID EAGLE POINT ROAD DEDICATION PLAT THE FOLLOWING THREE (3) COURSES: 1) SOUTH 10°59'59" WEST 126.35 FEET; 2) SOUTHWESTERLY 171.32 FEET ALONG THE ARC OF A 205.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 27°38'33" WEST 166.38 FEET); 2) SOUTHWESTERLY 184.65 FEET ALONG THE ARC OF A 3739.09 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 05°06'53" WEST 184.63 FEET) TO A POINT ON THE NORTHERLY BOUNDARY OF EAGLE POINT TOWNHOMES PLAT "C" ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY 169675:2021, THENCE ALONG THE BOUNDARY OF SAID EAGLE POINT PHASE "C" NORTH 82°02'57" WEST 316.86 FEET; THENCE NORTH 09°21'25" EAST 492.90 FEET TO THE SOUTH RIGHT-OF-WAY OF EAGLE MOUNTAIN BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 359.34 FEET ALONG THE ARC OF A 10046.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 77°58'34" EAST 359.32 FEET) TO THE POINT OF BEGINNING.

CONTAINING 3.59 ACRES, MORE OR LESS.

DRH Eagle Point Townhomes Plat E

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERNMOST CORNER OF PARCEL "B", EAGLE POINT ROAD DEDICATION PLAT, ON FILE WITH THE UTAH COUNTY RECORDER AS ENTRY 69966:2015, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE 706.51 FEET AND SOUTH 77.76 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING ALONG THE BOUNDARY OF SAID EAGLE POINT ROAD DEDICATION PLAT, NORTH 07°41'24" EAST 122.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAGLE MOUNTAIN BOULEVARD, THENCE ALONG SAID RIGHT OF WAY SOUTHEASTERLY 315.78 FEET ALONG THE ARC OF A 10046.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (CHORD BEARS SOUTH 83°12'39" EAST 315.76 FEET); THENCE SOUTH 00°00'01" EAST 771.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF FALL STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY 40.41 FEET ALONG THE ARC OF A 1450.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 79°38'31" WEST 40.41 FEET); 2) NORTHWESTERLY 249.10 FEET ALONG THE ARC OF A 1025.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 85°48'21" WEST 248.49 FEET); THENCE NORTHWESTERLY 29.50 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 50°30'49" WEST 26.90 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COSMOS DRIVE, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) NORTHEASTERLY 491.59 FEET ALONG THE ARC OF A 1467.78 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 01°20'12" EAST 489.30 FEET); 2) NORTHWESTERLY 163.62 FEET ALONG THE ARC OF A 205.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 11°56'20" WEST 159.31 FEET) TO THE POINT OF BEGINNING.

(CONTAINING 5.55 ACRES, MORE OR LESS)

ALSO:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF EAGLE POINT PLAT "C" ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY 169675:2021, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF FALL STREET, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE, 745.53 FEET AND SOUTH 797.85 FEET

FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID FALL STREET RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY 321.06 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 88°16'38" EAST 319.61 FEET); 2) SOUTHEASTERLY 50.22 FEET ALONG THE ARC OF A 1500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 79°48'10" EAST 50.22 FEET); THENCE SOUTH 170.75 FEET; THENCE NORTH 82°02'57" WEST 353.28 FEET TO THE EASTERLY BOUNDARY OF SAID EAGLE POINT PLAT "C", THENCE ALONG SAID BOUNDARY, NORTH 07°42'38" WEST 141.66 FEET TO THE POINT OF BEGINNING.

(CONTAINING 1.37 ACRES, MORE OR LESS)

CONTAINING A SUM OF 6.92 ACRES, MORE OR LESS