

WHEN RECORDED, RETURN TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Thomas E. Goodwin

NCS 250710 -MPLS (CP/KC)

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Amendment**") is made and entered into this 22 day of May, 2025 (the "**Amendment Date**"), by and among D.R. HORTON, INC., a Delaware corporation ("**Horton**"), GARDNER-PLUMB, L.C., a Utah limited liability company ("**Gardner-Plumb**"), and EQUESTRIAN PARTNERS, LLC, a Utah limited liability company ("**Equestrian**"), and together with Gardner-Plumb, collectively, "**GP**"). Horton, Gardner-Plumb, and Equestrian are referred to in this Amendment individually as a "**Party**," and collectively as the "**Parties**."

RECITALS:

A. The Parties entered into that certain Declaration of Covenants, Conditions and Restrictions dated December 10, 2021, and recorded on December 13, 2021, with the Utah County Recorder, as Entry No. 206302:2021 (the "**Declaration**"), which Declaration encumbers the property described on Exhibit "A" attached hereto and incorporated herein (the "**Property**") and certain other property more particularly described in the Declaration.

B. The Parties have agreed to amend the Declaration as set forth below.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **Amendment**. The last sentence of Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following: "For a period of fifty (50) years after the Effective Date of this Declaration, the Property may only be used for the development and operation of office, residential (subject to the Residential Restriction set forth above), retail, warehousing, distribution, health, wellness, fitness and related uses or any combination thereof (collectively referred to herein as the "**Use Restrictions**")."

3. **Miscellaneous**. This Amendment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from different counterparts may be detached from the original counterparts and attached to one

counterpart and recorded. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Declaration, the provisions of this Amendment shall control and the Declaration is modified accordingly. Except as amended herein, the terms and conditions of the Declaration shall remain the same and in full force and effect. All exhibits attached to this Amendment are incorporated herein by reference.

(Signature page(s) and acknowledgement(s) follow)

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date.

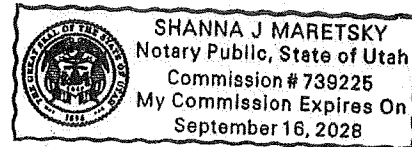
D.R. HORTON, INC.,
a Delaware corporation

By: Scott B. Bishop
Name: Scott B. Bishop
Title: Vice President

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 22nd day of May, 2025, by Scott B. Bishop, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

[Signature]
Notary Public



IN WITNESS WHEREOF, the Parties have executed this Amendment as of the
Amendment Date.

GARDNER PLUMB L.C.,

a Delaware corporation

By: [Signature]

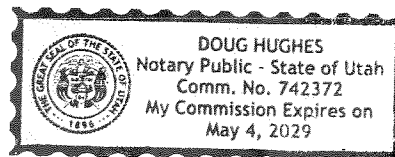
Name: Walter J Plumb III

Title: Manager

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 22 day of May, 2025, by Walter J Plumb III, in such person's capacity as the Manager of D.R. Horton, Inc., a Delaware corporation.

[Signature]
Notary Public



EQUESTRIAN PARTNERS, LLC,
a Utah limited liability company

By: [Signature]
Name: Walter J Plumb III
Title: Manager

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 22 day of May, 2025, by Walter J Plumb III, in such person's capacity as the manager of Equestrian Partners, LLC, a Utah limited liability company.

[Signature]
Notary Public

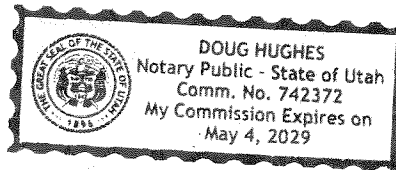


EXHIBIT "A"

Description of Property

EXHIBIT "A"**Description of Property**

That certain parcel of real property located in Sections 28, 29, 32 and 33 of Township 4 South, Range 1 East, Salt Lake Base and Meridian, described by survey as follows:

Beginning at a point on the east line of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication Plat, said point being located N00°04'17"W along the Section Line 906.43 feet and East 69.42 feet from the Southeast Corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence S89°32'12"E 416.94 feet; thence along the arc of a curve to the left 231.75 feet with a radius of 350.00 feet through a central angle of 37°56'15" chord: N71°29'40"E 227.54 feet; thence N52°31'33"E 83.81 feet; thence along the arc of a curve to the right 229.03 feet with a radius of 350.00 feet through a central angle of 37°29'35", chord: N71°16'20"E 224.97 feet; thence S89°58'53"E 810.37 feet; thence South 1691.76 feet; thence N89°59'48"W 1222.31 feet; thence N00°00'12"E 85.00 feet; thence N89°59'48"W 185.00 feet; thence S00°00'12"W 242.00 feet; thence N86°04'30"W 305.26 feet; thence S00°27'48"W 51.15 feet the northerly right-of-way line of SR-92; thence along said right-of-way line the following five (5) courses: along the arc of a non-tangent curve to the left 52.86 feet with a radius of 9520.00 feet through a central angle of 00°19'05", chord: N87°19'36"W 52.86 feet; thence N00°04'53"W 50.05 feet; thence N87°34'24"W 24.77 feet; thence S00°04'53"E 50.05 feet; thence along the arc of a non-tangent curve to the left 26.44 feet with a radius of 9520.00 feet through a central angle of 00°09'33", chord: N87°42'28"W 26.44 feet; thence N00°27'48"E 52.87 feet; thence N87°58'14"W 644.17 feet; thence S82°03'40"W 427.60 feet; thence S87°23'39"W 234.14 feet; thence N87°27'39"W 683.60 feet to the easterly right-of-way line of 500 West Street according to the official plat thereof; thence along said right-of-way line the following eight (8) courses: thence N00°05'57"W 158.42 feet; thence along the arc of a curve to the right 109.17 feet with a radius of 69.50 feet through a central angle of 90°00'00", chord: N44°54'03"E 98.29 feet; thence N00°05'57"W 70.00 feet; thence S89°54'03"W 49.50 feet; thence along the arc of a curve to the right 48.69 feet with a radius of 31.00 feet through a central angle of 90°00'00", chord: N45°05'57"W 43.84 feet; thence N00°05'57"W 402.21 feet; thence along the arc of a curve to the right 103.39 feet with a radius of 585.00 feet through a central angle of 10°07'34", chord: N04°57'50"E 103.25 feet; thence along the arc of a curve to the right 52.34 feet with a radius of 31.00 feet through a central angle of 96°43'51", chord: N58°23'33"E 46.34 feet; thence S73°14'32"E 287.93 feet, the previous course being in part along the south line of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication Plat; thence continuing along the boundary of said road dedication plat the following three (3) courses: along the arc of a curve to the left 295.77 feet with a radius of 1040.00 feet through a central angle of 16°17'40", chord: S81°23'22"E 294.77 feet; thence S89°32'12"E 1466.56 feet; thence N00°27'48"E 927.07 feet to the point of beginning.

Contains: ±100.05 Acres

±4,358,321 Sq. Ft.