

When Recorded Return To:

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

**FOURTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COLD SPRING RANCH**

THIS FOURTH SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLD SPRING RANCH (this "**Fourth Supplemental Declaration**") is made as of November 4, 2021, by D.R. HORTON, INC., a Delaware corporation ("**Declarant**"), with reference to the following:

A. On August 1, 2019, Declarant caused to be recorded as Entry No. 72840:2019 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 Cold Spring Ranch (the "**Original Declaration**") pertaining to a master planned development known as Cold Spring Ranch.

B. On July 31, 2020, Declarant caused to be recorded as Entry No. 111209:2020 in the Official Records that certain First Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the "**First Supplemental Declaration**").

C. On May 7, 2021, Declarant caused to be recorded as Entry No. 86873:2021 in the Official Records that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the "**Second Supplemental Declaration**").

D. On July 22, 2021, Declarant caused to be recorded as Entry No. 129440:2021 in the Official Records that certain Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the "**Third Supplemental Declaration**").

E. 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.

F. 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, by the Second Supplemental Declaration, and by the Third Supplemental Declaration.

G. Section 17.2.2 of the Original Declaration provides that until the expiration of the Period of Declarant Control, Declarant may unilaterally amend the Original Declaration for any purpose that Declarant deems to be in the best interest of the Project.

H. Pursuant to Section 17.2.2 of the Original Declaration, Declarant desires to amend certain provisions of the Original Declaration as set forth herein.

I. Declarant is executing and recording this Fourth Supplemental Declaration for the purpose of amending certain provisions of the Original Declaration and for the purpose of subjecting the Subject Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, by the Second Supplemental Declaration, and by the Third Supplemental Declaration.

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

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

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

4.2.2 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except that no more than 2 dogs, and/or no more than 2 cats may be kept in or on a Lot or Unit, subject to any additional rules and regulations adopted by the Association through its Board of Directors. Notwithstanding any of the foregoing, no dog of any breed that is commonly known as an aggressive breed shall be allowed. Under no circumstances shall any pets be kept, bred, or maintained for any commercial purpose. Furthermore, within the Limited Common Area of any Unit: (a) any pet kept outside must be on a leash at all times, and (b) no pets may be kept outside overnight. If the Unit Owner desires: (a) to keep a pet outside overnight, or (b) to keep a pet unleashed outside at any time, then in order to do so the Owner of such Unit must first erect a fence enclosing the Limited Common Area for such Unit, and the Owner of such Unit must receive prior written consent from the Board of Directors for the type, material and color of such fence before installing such fence.

Notwithstanding this provision, no pet enclosures shall be erected, placed or permitted to remain on any portion of the Common Areas, nor shall pets be kept tied to any structure outside the Unit. The keeping of pets and their ingress and egress to the Common Areas shall be subject to such rules and regulations as may be issued by

the Board of Directors. Pets must be on a leash at all times when outside a Unit.

If a pet defecates on any portion of the Common Areas, the Owner of such pet shall immediately remove all feces left upon the Common Areas by such Owner's pet. If the Owner or resident of the Project fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use of or travel upon the Common Areas. The Board of Directors may subject ingress, egress, use or travel by a pet upon the Common Areas to a user and maintenance fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner, or resident of the Project to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health or welfare of any Owner, resident, invitee or Guest of the Project or which creates a nuisance (e.g., unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Project upon seven (7) days written notice by the Board of Directors. 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.

3. Amendment of Section 4.2.5.3. Section 4.2.5.3 of the Original Declaration is hereby amended by adding the following language to the existing language in Section 4.2.5.3:

The Owner of each Single Family Lot located on a public Street must comply with the City's ordinances for planting and maintaining street trees.

4. Subject Property Subjected to the Original Declaration as Amended. The Subject Property is hereby subjected to the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, by the Second Supplemental Declaration, by the Third Supplemental Declaration, and as amended and supplemented by this Fourth Supplemental 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 previously amended and supplemented by the First Supplemental Declaration, by the Second Supplemental Declaration, by the Third Supplemental Declaration, and as amended and supplemented by this Fourth 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 shall run with the Subject Property and 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 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.

5. Land Use Classification and Neighborhood Designations. All of the Subject Property shall be as follows:

**Neighborhood Designations**

**Lot Number**

LD 1 lots 601 to 613

**Neighborhood Designation**

Single Family

6. Declaration Redefined. The Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, by the Second Supplemental Declaration, by the Third Supplemental Declaration, and by this Fourth Supplemental Declaration shall collectively be referred to as the “**Declaration.**” Except as amended by the provisions of this Fourth Supplemental Declaration, the Original Declaration, as previously amended and supplemented by the First Supplemental Declaration, by the Second Supplemental Declaration, and by the Third Supplemental Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Fourth Supplemental Declaration to be executed by a person duly authorized to execute the same on 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 4 day of November, 2021, 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  
FOURTH SUPPLEMENTAL DECLARATION TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COLD SPRING RANCH**

**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:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN LEHI, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°52'38"E ALONG THE SECTION LINE 1356.27 FEET AND NORTH 1242.99 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING S89°51'47"W FROM THE SOUTHEAST CORNER TO THE SOUTH QUARTER OF SECTION 11); THENCE S72°39'37"W 72.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 339.33 FEET WITH A RADIUS OF 1500.00 FEET THROUGH A CENTRAL ANGLE OF 12°57'41", CHORD: S66°10'46"W 338.61 FEET; THENCE N30°18'04"W 56.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 352.00 FEET WITH A RADIUS OF 1556.00 FEET THROUGH A CENTRAL ANGLE OF 12°57'41", CHORD: N66°10'46"E 351.25 FEET; THENCE N72°39'37"E 72.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 249.02 FEET WITH A RADIUS OF 2056.00 FEET THROUGH A CENTRAL ANGLE OF 06°56'22", CHORD: N76°07'48"E 248.86 FEET; THENCE N18°09'00"W 953.29 FEET; THENCE WEST 236.78 FEET; THENCE N18°09'00"W 58.93 FEET; THENCE EAST 297.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: N45°00'00"E 21.21 FEET; THENCE EAST 42.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: S45°00'00"E 21.21 FEET; THENCE EAST 163.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 19.13 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 73°04'26", CHORD: N53°27'47"E 17.86 FEET; THENCE S82°24'54"E 45.64 FEET; THENCE SOUTH 7.11 FEET; THENCE EAST 89.70 FEET; THENCE S01°19'27"W 38.13 FEET; THENCE S18°06'21"E 58.67 FEET; THENCE S25°00'28"E 165.76 FEET; THENCE S32°00'23"E 193.80 FEET; THENCE S56°26'09"E 35.69 FEET; THENCE S87°30'54"E 11.48 FEET; THENCE S01°24'10"E 12.36 FEET; THENCE S88°35'50"W 58.68 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 46.22 FEET WITH A RADIUS OF 96.00 FEET THROUGH A CENTRAL ANGLE OF 27°35'05", CHORD: S74°48'18"W 45.77 FEET; THENCE S61°00'45"W 6.79 FEET; THENCE S29°56'22"E 42.01 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.12 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 88°17'56", CHORD: S16°51'47"W 20.90 FEET; THENCE S27°17'11"E 54.57 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 117.09 FEET WITH A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 13°25'05", CHORD: S20°34'38"E 116.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 20.30 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 77°32'04", CHORD: S52°38'08"E 18.78 FEET; THENCE S15°37'50"E 43.33 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 24.70 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 94°21'41", CHORD: S41°25'00"W 22.01 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 38.06 FEET WITH A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 04°21'41", CHORD: S03°35'00"E 38.05 FEET; THENCE S01°24'10"E 130.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: S46°24'10"E 21.21 FEET; THENCE S01°24'10"E 56.00 FEET; THENCE S88°35'50"W 46.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 556.31 FEET WITH A RADIUS OF 2000.00 FEET THROUGH A CENTRAL ANGLE OF 15°58'13", CHORD: S80°37'44"W 554.51 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±11.02 ACRES.