

When Recorded Return To:

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

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

THIS SEVENTH SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLD SPRING RANCH (this "**Seventh Supplemental Declaration**") is made as of June 15, 2022, 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. On November 5, 2021, Declarant caused to be recorded as Entry No. 187814:2021 in the Official Records that certain Fourth Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the "**Fourth Supplemental Declaration**").

F. On December 8, 2021, Declarant caused to be recorded as Entry No. 204091:2021 in the Official Records that certain Fifth Supplemental Declaration to the Declaration of

Covenants, Conditions and Restrictions for Cold Spring Ranch (the “**Fifth Supplemental Declaration**”).

G. On February 2, 2022, Declarant caused to be recorded as Entry No. 15020:2022 in the Official Records that certain Sixth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the “**Sixth Supplemental Declaration**”).

H. 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.

I. 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, by the Third Supplemental Declaration, by the Fourth Supplemental Declaration, by the Fifth Supplemental Declaration, and by the Sixth Supplemental Declaration.

J. 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.

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

L. Declarant is executing and recording this Seventh 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.

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

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

2. Amendment of Section 4.3.2. Section 4.3.2 of the Original Declaration 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

Cold Spring Ranch; (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 Cold Spring Ranch.

3. Subject Property Subjected to the Original Declaration as Amended. The Subject Property is hereby subjected to the Original Declaration, as previously amended and supplemented, and as supplemented and amended by this Seventh 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, and as supplemented and amended by this Seventh 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. Neighborhood Designations for all of the Subject Property shall be as follows:

Cold Spring Ranch HD3

Lot Numbers

Neighborhood Designation

Lots 801 to 811, inclusive

Single Family

Lots 1598 to 1635, inclusive

Townhomes

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

IN WITNESS WHEREOF, Declarant has caused this Seventh Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

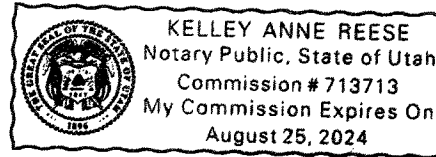
D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
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 June, 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



**EXHIBIT A
TO
SEVENTH 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:

COLD SPRING RANCH – HD 3

All of Lot 4, SOA Investment Plat 1, and being a portion of the Southeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at the Southeast Corner of Lot 4, SOA Investment Plat 1, said point being located S89°51'47"W along the section line 1264.00 feet and North 388.46 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S86°32'27"W 69.58 feet; thence S75°19'55"W 92.58 feet; thence S74°39'55"W 332.03 feet; thence N13°42'39"W 373.21 feet; thence N76°17'21"E 25.50 feet; thence along the arc of a curve to the right 478.60 feet with a radius of 2000.00 feet through a central angle of 13°42'39", chord: N83°08'41"E 477.46 feet; thence East 68.86 feet; thence South 310.16 feet to the point of beginning.

Contains: ±4.23 acres