


When Recorded Return To:

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



ENT 117724:2019 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Nov 12 12:10 PM FEE 102.00 BY MG
RECORDED FOR LEHI CITY CORPORATION

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

THIS FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLD SPRING RANCH (this "First Supplemental Declaration and First Amendment") is made as of November 8, 2019, by D.R. HORTON, INC., a Delaware corporation ("Declarant"), with reference to the following:

RECITALS

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 located in the City of Lehi, Utah County, Utah.

B. The Original Declaration provides that Declarant shall have the right and option, from time to time at any time, to subject some or all of the Additional Land described in the Original Declaration to the terms, conditions and restrictions created by the Original Declaration by the recordation of a Supplemental Declaration, which shall be effective upon recording the Supplemental Declaration in the Official Records.

C. Pursuant to Section 19.1 of the Original Declaration, Declarant desires to subject to the Original Declaration that portion of the Additional Land described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Plat HD1 Phase 1A Subject Property").

D. Section 17.2.2 of the Original Declaration provides that Declarant shall have the right to unilaterally amend the Original Declaration during the Period of Declarant Control.

E. Declarant is executing and delivering this First Supplemental Declaration and First Amendment for the purpose of subjecting the Plat HD1 Phase 1A Subject Property to the provisions of the Original Declaration and for the purpose of amending Section 4.2.10 and Section 5.2 of the Original Declaration and Section 5.01 of the Bylaws of the Association.

FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT

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

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

2. The Plat HD1 Phase 1A Subject Property is hereby subjected to the Original Declaration and 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 and as supplemented and amended by this First Supplemental Declaration and First 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.

3. The provisions of the Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, shall run with the Plat HD1 Phase 1A Subject Property and shall be binding upon all Persons having any right, title, or interest in the Plat HD1 Phase 1A Subject Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

4. The Land Use Classifications and Neighborhood Designations for the Plat HD1 Phase 1A Subject Property shall be as follows:

Cold Spring Ranch Plat HD1 Phase 1A
41 Lots

<u>Lot Number</u>	<u>Land Use Classification</u>	<u>Neighborhood Designation</u>
2001 to 2031	Residential	Townhome Lots
2032 to 2041	Residential	Rear Loaded Townhome Lots

5. Amendment of Section 4.2.10. Section 4.2.10 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.10 Antennas, Satellite Dishes, Flag Poles, Flags and Banners.
To the full extent permissible under state and federal law, no television, radio, shortwave, microwave, satellite, flag or other antenna, pole, tower or dish shall be placed, constructed or maintained upon any Lot, Unit, Parcel, or other part of the Property unless such antenna, pole, tower or dish is fully and attractively screened or concealed so as not to be Visible From Neighboring Property, which means of screening or concealment shall be subject to the Governing Documents and the regulation and prior approval of the ARC. Notwithstanding the foregoing, the ARC may not prohibit an Owner from displaying a United States flag or Utah State flag from a Dwelling Unit or a Limited Common Area or on a Lot,

if the display complies with the United States Code, Title 4, Chapter 1, The Flag, and Utah Code Annotated §§ 57-24-101 and 57-24-102. The Owner of a Dwelling Unit may install on such Owner's Lot or Limited Common Area one flagpole no greater than 20 feet in height for the purpose of displaying a United States flag or Utah State flag. If an Owner desires to construct on such Owner's Lot or Limited Common Area more than one permanent flagpole with a maximum height of 20 feet as provided in the foregoing sentence, the Owner must obtain prior approval for such flagpole from the ARC. In addition to the display by an Owner of a United States flag or Utah State flag as provided above in this Section 4.2.10, an Owner of a Dwelling Unit may display on such Owner's Lot or Limited Common Area at any time a maximum of three (3) non-commercial flags or banners, with the maximum square footage of each such flag or banner being no greater than 15 square feet in size, provided that the display of such flags or banners complies with all applicable laws and ordinances. If an Owner of a Lot or Dwelling Unit desires to display at any time more than three non-commercial flags or banners having a maximum size of 15 square feet per flag or banner, such Owner must obtain prior written approval from the ARC. Notwithstanding the foregoing restrictions, this Declaration shall impose no limitations on the ability of Declarant to construct flagpoles within the Project and to display flags of such size as Declarant elects from any such flagpoles in connection with Declarant's efforts to market and sell Lots and Dwelling Units within the Project.

6. Amendment of Section 5.2. Section 5.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

5.2 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of at least three (3) and no more than nine (9) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, five (5) members of the Board shall be elected by the Owners. Three (3) members of the Board initially elected by the Owners shall be elected for two-year terms, and two (2) members of the Board initially elected by the Owners shall be elected for a one-year term. Thereafter, all members of the Board shall be elected for two-year terms. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the

compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

- 5.2.1 administration;
- 5.2.2 preparing and administering an operational Budget;
- 5.2.3 establishing and administering an adequate Reserve Fund;
- 5.2.4 scheduling and conducting the annual meeting and other meetings of the Members;
- 5.2.5 collecting and enforcing the Assessments;
- 5.2.6 accounting functions and maintaining records;
- 5.2.7 promulgation and enforcement of the Legacy Farms Rules;
- 5.2.8 maintenance of the Community Areas; and
- 5.2.9 all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.

7. Amendment of Section 5.01 of the Bylaws. Section 5.01 of the Bylaws of the Association, which Bylaws are attached as Exhibit D to the Original Declaration, is hereby amended and restated in its entirety to read as follows:

5.01 Number and Election of Directors.

The Board of Directors (the "Board") shall consist of no less than three (3) and no more than nine (9) Directors.

There shall be three (3) initial Directors. Upon the expiration of the Period of Declarant Control, the number of Directors shall increase to five (5). Thereafter, any increase in the number of Directors, up to a maximum of nine (9) Directors, shall be implemented by a resolution of the Directors. The initial Directors shall have the term of office as respectively set forth in Exhibit A, attached hereto and incorporated herein, and until their successors are duly elected and qualified or until their prior removal, death, or resignation. Despite the expiration of a Director's term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director's earlier death, resignation, or removal from office.

8. Except as supplemented by the provisions of this First Supplemental Declaration and First Amendment, the Original Declaration and the Bylaws of the Association shall remain unmodified and in full force and effect.

9. The Original Declaration, as supplemented and amended by this First Supplemental Declaration and First Amendment, shall collectively be referred to as the "Declaration."

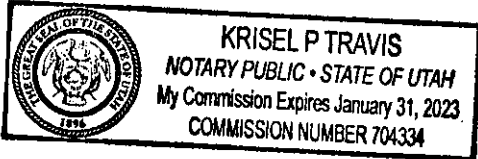
IN WITNESS WHEREOF, Declarant has caused this First Supplemental Declaration and First Amendment to be executed by an officer duly authorized to execute the same as of the date first above written.

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 8 day of November, 2019, by Adam R. Loser, in his capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



Krisel P Travis
NOTARY PUBLIC

EXHIBIT "A"
TO
FIRST SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COLD SPRING RANCH

Legal Description of the Plat HD1 Phase 1A Subject Property

That certain real property located in Utah County, Utah more particularly described as follows:

A PORTION OF THE NORTHEAST QUARTER AND 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 A POINT LOCATED SOUTH 89°51'47" WEST ALONG THE SECTION LINE 205.98 FEET AND NORTH 2293.36 FEET FROM THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 548.06 FEET; THENCE NORTH 96.00 FEET; THENCE WEST 17.99 FEET; THENCE NORTH 00°00'17" WEST 33.00 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 00°00'01" WEST) TO THE LEFT 23.48 FEET THROUGH A CENTRAL ANGLE OF 89°40'56" (CHORD: NORTH 45°09'30" EAST 21.15 FEET); THENCE NORTH 120.20 FEET; THENCE EAST 56.00 FEET; THENCE SOUTH 34.50 FEET; THENCE NORTH 89°57'32" EAST 417.67 FEET; THENCE SOUTH 61°55'22" EAST 11.48 FEET; THENCE NORTH 28°04'38" EAST 57.98 FEET; THENCE ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE LEFT 48.37 FEET THROUGH A CENTRAL ANGLE OF 24°06'04" (CHORD: NORTH 16°01'36" EAST 48.02 FEET); THENCE SOUTH 83°16'58" EAST 18.52 FEET; THENCE ALONG THE ARC OF A 133.50 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 85°38'38" WEST) TO THE LEFT 10.15 FEET THROUGH A CENTRAL ANGLE OF 04°21'22" (CHORD: NORTH 02°10'41" EAST 10.15 FEET); THENCE NORTH 2.57 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 23.62 FEET THROUGH A CENTRAL ANGLE OF 90°14'27" (CHORD: NORTH 45°07'13" WEST 21.26 FEET); THENCE NORTH 00°13'08" EAST 33.00 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 00°14'27" WEST) TO THE LEFT 13.68 FEET THROUGH A CENTRAL ANGLE OF 39°12'02" (CHORD: NORTH 70°13'09" EAST 13.42 FEET); THENCE NORTH 45°07'13" WEST 5.03 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 37°27'29" WEST) TO THE LEFT 13.76 FEET THROUGH A CENTRAL ANGLE OF 52°32'31" (CHORD: NORTH 26°16'15" EAST 13.28 FEET); THENCE NORTH 53.69 FEET; THENCE EAST 33.00 FEET; THENCE SOUTH 69.68 FEET; THENCE EAST 124.42 FEET; THENCE ALONG THE ARC OF A 1154.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NORTH 77°49'11" WEST) TO THE RIGHT 311.70 FEET THROUGH A CENTRAL ANGLE OF 15°28'33" (CHORD: SOUTH 19°55'06" WEST 310.75 FEET); THENCE ALONG THE ARC OF A 1246.00 FOOT RADIUS CURVE TO THE LEFT 102.02 FEET THROUGH A CENTRAL ANGLE OF 04°41'29" (CHORD: SOUTH 25°18'38" WEST 101.99 FEET) TO THE POINT OF BEGINNING.

Tax Id No.: 58-023-0235 and 58-023-0240