

When Recorded Return To:

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



ENT 86873:2021 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 May 07 4:36 pm FEE 40.00 BY JR
RECORDED FOR D R HORTON

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

THIS SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLD SPRING RANCH (this **“Second Supplemental Declaration”**) is made as of May 7, 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. 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.

D. 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.

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

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 supplemented and amended by the First Supplemental Declaration.

G. Declarant is executing and recording this Second Supplemental Declaration for the purpose of amending certain provisions of the Original Declaration, as previously supplemented

and amended by the First Supplemental 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 supplemented and amended by the First Supplemental Declaration.

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

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

2. Section 1.22 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.22 “Common Area” and “Common Areas” shall mean and refer to all real property described and identified on a specific Plat as Common Area or Common Areas in which the Association owns an interest for the common use and benefit of some or all of the Owners of the Lots or Units identified on such Plat, their successors, assigns, tenants, families, guests and invitees, including, but not limited to, the following items:

1.22.1 The real property and interests in real property subjected to the terms of this Declaration, including the entirety of the land and all Improvements constructed thereon, except for and specifically excluding therefrom the individual Lots and Units;

1.22.2 All Common Areas designated as such on the Plat;

1.22.3 All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Units identified on a specific Plat and intended for the common use of all Owners of the Units identified on such Plat, including without limitation utility services such as telephone, electricity, natural gas, water and sewer;

1.22.4 The outdoor grounds, detention basins, landscaping, street lighting, perimeter and preservation fences, sidewalks, trails, walking paths, parking spaces, private streets and allies identified on such Plat;

1.22.5 All portions of the Project identified on a specific Plat that is not specifically included within the individual Units identified on such Plat; and

1.22.6 All other parts of the Project identified on a specific Plat that is normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the land owned by the Association for the common benefit of the Owner of the Units identified on such Plat.

1.22.7 Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior

footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit.

3. Section 1.44 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.44 “Limited Common Areas” shall mean and refer to those portions of the Common Areas which are specifically designated on a specific Plat as “Limited Common Area” and which are thereby allocated for the exclusive use of one or more Units but fewer than all of the Units identified on such Plat. Pursuant to Section 57-8a-102(15)(a)(ii)(B) of the Utah Code, the exterior boundaries of a Unit owned by an Owner within the Project shall be the exterior footprint or exterior boundary of the Unit on the ground level of such Unit, even if the exterior footprint or exterior boundary of a second or third level of such Unit may be shown on the Plat to extend outward beyond the exterior footprint or exterior boundary of the ground level of such Unit. To the extent that the exterior footprint or exterior boundary of a second or third level of a Unit extends outward beyond the exterior footprint or exterior boundary of the ground level of such Unit, such portions of and beneath such upper levels of such Unit shall be deemed to be Common Areas within the exterior air space appurtenant to such Unit, which Common Areas are perpetually designated as Limited Common Areas for the exclusive use of the Owner of such Unit. The Limited Common Areas appurtenant to a Unit and designated for the exclusive use of the Owner of a Unit shall also include the exterior walkways, driveways, stairs, porches, patios, balconies, decks and landscaped areas adjacent to the ground level or upper levels of such Unit and which may be designated on the Plat or otherwise designated in writing from time to time by the Association as Limited Common Areas for the exclusive use of the Owner of such Unit. Limited Common Areas shall include any window well for a Dwelling Unit that is located outside the boundary of a Lot and within a Common Area.

4. Subject Property Subjected to the Original Declaration As Amended. The Subject Property is hereby subjected to the Original Declaration, as supplemented and amended by the

First Supplemental Declaration, and as supplemented and amended by this Second 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 supplemented and amended by the First Supplemental Declaration, and as supplemented and amended by this Second 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. Future Plats and Future Lots. Declarant has received approval from the City to record in the Office of the Recorder of Utah County, Utah certain subdivision plats (the “**Future Plats**”) which pertain to portions of the Subject Property. Attached hereto as Exhibit B are copies of the Future Plats. The Future Plats identify the future lots (the “**Future Lots**”) that will be created when the Future Plats are recorded. When the Future Plats are recorded and the Future Lots are created, the Neighborhood Designations for such Future Lots shall be as follows:

Neighborhood Designations	
Future Lot Number	Neighborhood Designation
HD 1 phase 2 units 1317 to 1423	Townhome Lots
MD 2 A units 1251 to 1311	Townhome Lots
MD 2 A units 401 to 444	Single Family Lots

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

IN WITNESS WHEREOF, Declarant has caused this Second 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: 
Name: Adam D. Lorer
Title: Vice President

STATE OF UTAH)
)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged to me this 7 day of May , 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
SECOND AMENDMENT AND 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 1 PHASE 2

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 S89°51'47"W along the section line 754.04 feet and North 2294.67 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 527.20 feet; thence N0°02'00"W 472.08 feet to an existing fence line; thence along the existing fence line the following three (3) courses: thence N89°45'33"E 1001.31 feet; thence along the arc of a 600.00 foot radius non-tangent curve to the left (radius bears: N12°23'26"E) 134.64 feet through a central angle of 12°51'26" (chord: S84°02'17"E 134.36 feet); thence N89°32'00"E 104.25 feet to the west line of Old Ranch Road; thence southwesterly along said line and the arc of a 1154.00 foot radius non-tangent curve to the right (radius bears: N81°47'46"W) 80.09 feet through a central angle of 3°58'35" (chord: S10°11'32"W 80.07 feet); thence West 124.42 feet; thence North 69.68 feet; thence West 33.00 feet; thence South 53.69 feet; thence along the arc of a 15.00 foot radius curve to the right 13.76 feet through a central angle of 52°32'31" (chord: S26°16'15"W 13.28 feet); thence S45°07'13"E 5.03 feet; thence southwesterly along the arc of a 20.00 foot radius non-tangent curve to the right (radius bears: N39°22'52"W) 13.68 feet through a central angle of 39°12'02" (chord: S70°13'09"W 13.42 feet); thence S0°13'08"W 33.00 feet; thence southeasterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: S0°14'27"E) 23.62 feet through a central angle of 90°14'27" (chord: S45°07'13"E 21.26 feet); thence South 2.57 feet; thence along the arc of a 133.50 foot radius curve to the right 10.15 feet through a central angle of 4°21'22" (chord: S2°10'41"W 10.15 feet); thence N83°16'58"W 18.52 feet; thence southwesterly along the arc of a 115.00 foot radius non-tangent curve to the right (radius bears: N86°01'26"W) 48.37 feet through a central angle of 24°06'04" (chord: S16°01'36"W 48.02 feet); thence S28°04'38"W 57.98 feet; thence N61°55'22"W 11.48 feet; thence S89°57'32"W 417.67 feet; thence North 34.50 feet; thence West 56.00 feet; thence South 120.20 feet; thence southwesterly along the arc of a 15.00 foot radius non-tangent curve to the right (radius bears: N89°40'58"W) 23.48 feet through a central angle of 89°40'56" (chord: S45°09'30"W 21.15 feet); thence S0°00'17"E 33.00 feet; thence East 17.99 feet; thence South 96.00 feet to the point of beginning.

Contains: ±8.86 acres

COLD SPRING RANCH – MD 2 A

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 a point located S89°51'47"W along the section line 326.08 feet and North 1012.97 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence northwesterly along the arc of a 19.00 foot radius non-tangent curve to the left (radius bears: N86°35'07"W) 27.67 feet through a central angle of 83°26'43" (chord: N38°18'28"W 25.29 feet); thence N80°01'50"W 51.76 feet; thence along the arc of a 15.00 foot radius curve to the left 25.17 feet through a central angle of 96°07'28" (chord: S51°54'26"W 22.32 feet); thence N77°11'57"W 38.46 feet; thence northwesterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N85°54'16"W) 22.78 feet through a central angle of 87°01'29" (chord: N39°25'00"W 20.66 feet); thence N3°18'26"E 38.08 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N6°55'49"E) 24.04 feet through a central angle of 91°48'32" (chord: N51°01'33"E 21.55 feet); thence N5°07'17"E 81.29 feet; thence along the arc of a 1031.00 foot radius curve to the left 5.95 feet through a central angle of 0°19'50" (chord: N4°57'23"E 5.95 feet); thence West 726.59 feet; thence S82°03'17"W 38.10 feet; thence northwesterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: S86°02'50"W) 22.53 feet through a central angle of 86°02'50" (chord: N46°58'35"W 20.47 feet); thence West 45.83 feet; thence along the arc of a 19.00 foot radius curve to the left 31.17 feet through a central angle of 94°00'10" (chord: S42°59'55"W 27.79 feet); thence northwesterly along the arc of a 969.00 foot radius non-tangent curve to the right (radius bears: N85°59'50"E) 67.13 feet through a central angle of 3°58'10" (chord: N2°01'50"W 67.12 feet); thence N0°02'00"W 346.23 feet; thence along the arc of a 26.00 foot radius curve to the right 40.86 feet through a central angle of 90°02'00" (chord: N44°59'00"E 36.78 feet) to the south line of Cold Spring Drive; thence East 903.83 feet along said line; thence along the arc of a 45.00 foot radius curve to the right 70.93 feet through a central angle of 90°18'19" (chord: S44°50'51"E 63.81 feet) to the west line of Old Ranch Road; thence along said line the following four (4) courses: S0°18'19"W 302.50 feet; thence along the arc of a 1154.00 foot radius curve to the right 97.01 feet through a central angle of 4°48'59" (chord: S2°42'48"W 96.98 feet); thence S5°07'17"W 124.56 feet; thence along the arc of a 1246.00 foot radius curve to the left 37.12 feet through a central angle of 1°42'24" (chord: S4°16'05"W 37.11 feet) to the point of beginning.

Contains: ±9.99 Acres

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

Copies of the Future Plats

