

When Recorded Return To:

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

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

THIS EIGHTH SUPPLEMENTAL DECLARATION AND FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLD SPRING RANCH (this “**Eighth Supplemental Declaration**”) is made as of February 23, 2023, 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. On June 15, 2022, Declarant caused to be recorded as Entry No. 71081:2022 in the Official Records that certain Seventh Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the “**Seventh Supplemental Declaration**”).

I. On December 29, 2022, Declarant caused to be recorded as Entry No. 128046:2022 in the Official Records that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the “**Third Amendment**”).

J. 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.

K. 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, by the Sixth Supplemental Declaration, by the Seventh Supplemental Declaration and by the Third Amendment.

L. 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.

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

N. Declarant is executing and recording this Eighth 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 Eighth 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 Eighth Supplemental Declaration.

2. Amendment of Section 1.58 of the Original Declaration. Section 1.58 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

1.58 “Period of Declarant Control” shall mean the period of time during which Declarant owns and exercises the Class B Membership rights, which Period of Declarant Control shall commence upon the Recording of this Declaration and which Period of Declarant Control shall continue until the first to occur of the Events described and defined in Sections 6.3.2.1, 6.3.2.2 and 6.3.2.3 of this Declaration.

3. Amendment of Section 3.6 of the Original Declaration. Section 3.6 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

3.6 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Community Areas. The use by Owners and Residents and their guests, families, tenants and invitees of sidewalks, paths, walks and lanes within the Community Areas may be utilized by pedestrians and by individuals utilizing regular bicycles or e-bikes with two wheels pedal-assist (but not throttle-assist) or electric-powered scooters. However, no throttle-assist e-bikes of any nature and no electric-powered scooters that can exceed twenty miles per hour (20 mph) and no gasoline-powered bikes, recreational vehicles or vehicles of any nature are allowed upon or within the sidewalks, paths, walks and lanes within the Community Areas, other than gasoline-powered vehicles utilized in connection with the maintenance and repair of such areas. The utilization of the sidewalks, paths, walks and lanes within the Community Areas may be controlled and regulated further pursuant to the Cold Spring Ranch Rules adopted by the Board. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots, Units and Parcels and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over the Community Areas and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the City or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

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

4.2.2 Animals. No animal, bird, or fish, other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot, Unit or Parcel and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or within a Dwelling Unit or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be Visible From Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than five (5) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Community Areas, the Owner of such pet shall immediately remove all feces left upon the Community Areas by such Owner's pet. If an Owner or Resident fails to abide by the rules and regulations and/or covenants applicable to pets, the Board may bar such pet from use of or travel upon the Community Areas. The Board may subject ingress, egress, use, or travel upon the Community Areas by a Person with a pet to a Special Use Fee, which may be a general fee for all similarly situated Persons or a specific fee imposed for failure of an Owner or Resident to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or Resident of a Lot, Unit or Parcel or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Board, must be permanently removed from the Property upon seven (7) days' written notice by the Board. 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.

5. Amendment of Section 4.2.22 of the Original Declaration. Section 4.2.22 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.22 Recreational Vehicles. No motor vehicle classed by manufacturer rating as exceeding one-ton, nor any motorhome, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle (collectively referred to here as a "**Recreational Vehicle**") may be parked, maintained, constructed, reconstructed or repaired on any Lot, Unit or Parcel or on any street or Community Area in Cold Spring Ranch so as to be Visible From Neighboring Property, or visible from the Community Areas or the streets; provided, however, the provisions of this Section 4.2.22 shall not apply to (i) regular-sized passenger vehicles, mini vans, sports utility vehicles, golf carts and pickup

trucks that do not fall within the definition of Recreational Vehicles, which are parked as provided in Section 4.2.23 below and are used on a regular and recurring basis for basic transportation; (ii) Recreational Vehicles that are parked on a Lot, Unit or Parcel within an enclosed garage or that are parked on a concrete pad or on an all-weather surface area (such as compacted gravel, but not grass or dirt) approved by the ARC located upon a Lot, Unit or Parcel behind an enclosed fence not less than six (6) feet in height, which fence must be offset from and be behind the front corner of the residential structure on such Lot, Unit or Parcel by not less than two (2) feet; or (iii) Recreational Vehicles parked in a Recreational Vehicle storage area approved by the ARC.

6. Amendment of Section 4.2.30 of the Original Declaration. Section 4.2.30 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

4.2.30 Model Units. The provisions of this Declaration which, in certain instances, prohibit non-Residential use of Lots, Units and Parcels and regulate parking of vehicles shall not prohibit the construction and maintenance of model Dwelling Units by Merchant Builders engaged in the construction of Dwelling Units within Cold Spring Ranch and parking incidental to the visiting of such model Dwelling Units, provided that Declarant, in Declarant's sole discretion, approves: (a) the construction and use by such Merchant Builder of each such model Dwelling Unit, (b) the location of each such model Dwelling Unit, and (c) the opening and closing hours for each such model Dwelling Unit, and provided further that the construction, operation and maintenance of each such model Dwelling Unit otherwise complies with all of the provisions of this Declaration. Declarant, in Declarant's sole discretion, may also approve areas within Cold Spring Ranch to be used for parking in connection with the showing of model Dwelling Units by Merchant Builders, so long as such parking and parking areas are in compliance with the ordinances of the governing Municipal Authority and with the Governing Documents. Any Dwelling Unit constructed as a model Dwelling Unit by a Merchant Builder and approved for such use by Declarant, in Declarant's sole discretion, shall cease to be used as a model Dwelling Unit at any time the Merchant Builder thereof is not actively engaged in the construction and sale of Dwelling Units within Cold Spring Ranch. No Dwelling Unit within Cold Spring Ranch shall be used as a model Dwelling Unit by a Merchant Builder for the sale of Dwelling Units not located within Cold Spring Ranch. Notwithstanding the foregoing provisions of this Section 4.2.30 or any other provisions within this Declaration. Declarant, in Declarant's sole discretion, shall have the right to utilize Lots within Cold Spring Ranch owned by Declarant for the construction and use of model Dwelling Units and for parking incidental to the showing of model Dwelling Units in connection with the sale by Declarant of Dwelling Units within Cold Spring Ranch or within any other residential development for so long as Declarant may elect to do so and for

so long as Declarant owns the Lots within Cold Spring Ranch utilized for model Dwelling Units and the associated parking of vehicles.

7. Amendment of Section 6.3.2 of the Original Declaration. Section 6.3.2 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.2 The Class B Memberships shall be held only by Declarant and any successor of Declarant who takes title to any Lot, Unit or Parcel from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Declarant shall be entitled to ten (10) votes for each Class B Membership held by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots, Units or Parcels then owned by Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):

6.3.2.1 When Declarant has sold all of the Lots, Units and/or the Parcels owned and developed by Declarant within Cold Spring Ranch and on any of the Additional Land that may be subjected to this Declaration and become part of Cold Spring Ranch, pursuant to Article XIX hereof; or

6.3.2.2 Twenty-five (25) years from the date the Declaration was Recorded; or

6.3.2.3 When, in its discretion, Declarant so determines. If and when Declarant elects to relinquish control of the Association, Declarant shall send written notice of such relinquishment to the Class A Members of the Association, and Declarant, after giving such written notice to the Class A Members, shall Record an instrument voluntarily surrendering all rights to control the activities of the Association, pursuant to Section 57-8a-502 of the Utah Code, as such Section may subsequently be amended or replaced. The effective date of such Event shall be the date Declarant Records such instrument.

8. Amendment of Section 6.3.4 of the Original Declaration. Section 6.3.4 of the Original Declaration is hereby amended and restated in its entirety to read as follows:

6.3.4 During the Period of Declarant Control, Declarant, as the holder of the right to vote the Class B Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

9. New Section 10.1.8. There is hereby added to the Declaration a new Section 10.1.8, which shall read in its entirety as follows:

10.1.8 There is identified on the Plat for Cold Spring Ranch HD 3, as amended, an easement for the benefit of Utah Lake Distributing Company ("ULDC"), which easement is located near the southern boundary of each of Lots 801 through 811, inclusive (the "**ULDC Easement**"). Declarant caused to be installed within the ULDC Easement an underground pipe for the conveyance of irrigation water (the "**ULDC Irrigation Pipe**"). Notwithstanding any provision to the contrary contained within the Declaration, the Association shall be responsible to maintain, repair and replace, as necessary from time to time, the underground ULDC Irrigation Pipe located within the ULDC Easement upon Lots 801 through 811, inclusive. The Association shall be responsible to repair any damage to the landscaping or other Improvements within Lots 801 through 811, inclusive, caused by the performance of the maintenance, repair and replacement obligations of the Association pertaining to the ULDC Irrigation Pipe. All of the costs and expenses incurred by the Association to maintain, repair and replace the ULDC Irrigation Pipe, together with all costs and expenses incurred by the Association to repair any damage to Lots 801 through 811, inclusive, as a result of the performance by the Association of any such work to maintain, repair and replace the ULDC Irrigation Pipe, shall be paid by the Association and shall be deemed to be Community Expenses.

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

**Cold Spring Ranch MD4
Final Phase 1**

<u>Lot Numbers</u>	<u>Neighborhood Designation</u>
Lots 701 through 741, inclusive	Single Family

11. Declaration Redefined. The Original Declaration, as previously supplemented and amended, and as supplemented and amended by this Eighth Supplemental Declaration shall collectively be referred to as the "**Declaration.**" Except as supplemented and amended by the

provisions of this Eighth Supplemental Declaration, the Original Declaration, as previously supplemented and amended, shall remain unmodified and in full force and effect.

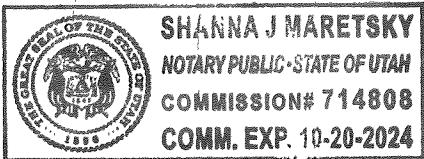
IN WITNESS WHEREOF, Declarant has caused this Eighth Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

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 23rd day of February, 2023,
by Adam R. Loser, in such person's capacity as the
Vice President of D.R. Horton, Inc., a Delaware corporation.



Shanna J. Maretzky
NOTARY PUBLIC

EXHIBIT A
TO
EIGHTH SUPPLEMENTAL DECLARATION AND FOURTH AMENDMENT 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 – MD 4 FINAL PHASE 1

(05-20-2022)

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 on the north line of Plat MD5, Phase 1, Cold Spring Ranch Subdivision, said point is located N89°52'38"E along the section line 1228.04 feet and North 1711.36 feet from the Southwest Corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: S89°51'47"W between the Southeast Corner and the South Quarter Corner of Section 11); thence S89°57'25"W along said line 719.72 feet; thence North 135.02 feet; thence East 9.59 feet; thence North 92.94 feet; thence East 15.35 feet; thence North 134.95 feet; thence East 2.65 feet; thence North 188.51 feet to the south right-of-way of Mitchell Drive; thence East along said right-of-way 511.55 feet; thence S18°09'00"E 579.73 feet to the point of beginning.

Contains: ±7.75 Acres