

When Recorded Return To:

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

Tax Parcel #'s 15-063-0501 through 15-063-0535

**FIFTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CRIDDLE FARMS**

THIS FIFTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRIDDLE FARMS (this "**Fifth Supplemental Declaration**") is made as of December 17, 2021, by D.R. HORTON, INC., a Delaware corporation ("**Declarant**"), with reference to the following:

A. On June 15, 2018, Declarant caused to be recorded as Entry No. 3099281 in Book 7037, beginning at Page 389 in the official records of the Office of the Recorder of Davis County, Utah (the "**Official Records**"), that certain Declaration of Covenants, Conditions and Restrictions for Criddle Farms (the "**Original Declaration**"), as amended by that certain First Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Criddle Farms recorded on May 28, 2019 as Entry No. 3162101 in Book 7271, beginning at Page 362 in the Official Records (the "**First Amendment**"), and as further amended by that certain Second Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Criddle Farms recorded on January 21, 2020, as Entry No. 3219516 in Book 7432, beginning at Page 490 in the Official Records (the "**Second Amendment**") and as further amended by that certain Third Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Criddle Farms recorded on December 2, 2020, as Entry No. 3321313 in Book 7643, beginning at Page 345 in the Official Records (the "**Third Amendment**"), and as further amended by that certain Fourth Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Criddle Farms recorded on March 19, 2021, as Entry No. 3360964 in Book 7720, beginning at Page 851 in the Official Records (the "**Fourth Amendment**"), pertaining to a residential unit development known as Criddle Farms.

B. The Original Declaration provides that Declarant shall have the absolute right and option, at any time and from time to 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 an amendment and supplemental declaration in the Official Records.

C. Pursuant to Section 8.12 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.

D. Declarant is executing and recording this Fifth Supplemental Declaration for the purpose of subjecting the Subject Property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration.

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

1. Recitals. The Recitals set forth above and the Exhibits attached to this Fifth Supplemental Declaration are each incorporated into the body of this Fifth Supplemental Declaration as if set forth in full herein.

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

3. Additional Land.

(a) The Subject Property is hereby subjected to the Original Declaration, as previously amended, and as amended and supplemented by this Fifth 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 as amended and supplemented by this Fifth 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. The Subject Property shall hereafter be deemed to be a part of the Property, as such term is defined in Section 2.40 of the Original Declaration.

(b) The Subject Property shall hereafter 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 as amended and supplemented by this Fifth Supplemental Declaration. The provisions of the Original Declaration, as previously amended, and as amended and supplemented by this Fifth Supplemental Declaration, 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.

4. Amendment to the Declaration. This Fifth Supplemental Declaration constitutes an amendment to the Original Declaration. In the event of any conflict or inconsistency between the terms of this Fifth Supplemental Declaration and the terms of the Original Declaration, as previously amended, the terms of this Fifth Supplemental Declaration shall control. The Original Declaration, as previously amended, and as amended and supplemented by this Fifth Supplemental Declaration, shall collectively be referred to as the "**Declaration**."

5. No Other Changes. Except as amended and supplemented by the provisions of this Fifth Supplemental Declaration, the Original Declaration, as previously amended, shall remain unmodified and in full force and effect.

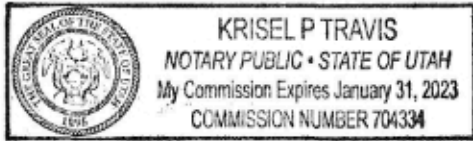
IN WITNESS WHEREOF, Declarant has caused this Fifth Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

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 17 day of December, 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**  
**FIFTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR CRIDDLE FARMS**

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**Legal Description of the Subject Property**

The Subject Property consists of that certain real property located in Davis County, Utah more particularly described as follows:

**Criddle Farms North Phase 5 Subdivision Description**

Beginning at a point on the north line of 700 South Street, said point being South 89°54'32" West 33.00 feet along the section line, (NAD 83 bearing is North 89°44'58" West) and South 0°14'20" West 33.00 feet from the Northeast Corner of Section 7, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 0°14'20" West 96.32 feet to the Northeast Corner of Criddle Farms North Phase 3B Subdivision;

Thence North 89°45'40" West 110.02 feet along the north line to a Northwest Corner of Criddle Farms North Phase 3B Subdivision;

Thence South 0°05'28" East 4.32 feet along the west line of Criddle Farms North Phase 3B Subdivision to the Northeast Corner of Criddle Farms North Phase 3 A Subdivision;

Thence South 89°54'32" West 269.00 feet along the north line to a Northwest Corner of Criddle Farms North Phase 3A Subdivision;

Thence South 0°05'28" East 160.00 feet along the west line to a Southwest Corner of Criddle Farms North Phase 3A Subdivision;

Thence North 89°54'32" East 8.07 feet along a south line to an interior corner of Criddle Farms North Phase 3A Subdivision;

Thence South 0°14'20" West 430.58 feet along the west line to an interior corner of Criddle Farms North Phase 3A Subdivision;

Thence North 89°45'40" West 100.00 feet along the north line to an interior corner of Criddle Farms North Phase 3A Subdivision;

Thence North 0°14'20" East 24.08 feet along the east line to a Northeast Corner of Criddle Farms North Phase 3A Subdivision;

Thence North  $89^{\circ}45'40''$  West 160.00 feet along the north line to a Northwest Corner of Criddle Farms North Phase 3A Subdivision, also being at an angle point on the east line of Criddle Farms North Phase 4 Subdivision;

Thence North  $0^{\circ}14'20''$  East 305.00 feet along the east line to a Northeast Corner of Criddle Farms Phase 4 Subdivision;

Thence South  $89^{\circ}54'32''$  West 409.91 feet along the north line to an interior corner of Criddle Farms North Phase 4 Subdivision;

Thence North  $0^{\circ}05'28''$  West 100.00 feet along the east line to an interior corner of Criddle Farms North Phase 4 Subdivision;

Thence North  $89^{\circ}54'32''$  East 6.42 feet along the south line to a Southeast Corner of Criddle Farms North Phase 4 Subdivision;

Thence North  $0^{\circ}05'28''$  West 160.00 feet along the east line to an interior corner of Criddle Farms North Phase 4 Subdivision;

Thence North  $89^{\circ}54'32''$  East 5.00 feet along the south line to a Southeast Corner of Criddle Farms North Phase 4 Subdivision;

Thence North  $0^{\circ}05'28''$  West 100.00 feet along the east line to a Northeast Corner of Criddle Farms North Phase 4 Subdivision, also being on the south line of 700 South Street;

Thence North  $89^{\circ}54'32''$  East 1030.58 feet along the south line of 700 South Street to the point of beginning.

Contains 356,473 square feet, 8.184 acres, 35 lots.