

When Recorded Return To:

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

ENT 55022:2023 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Aug 22 12:38 PM FEE 40.00 BY MG
RECORDED FOR DHI Title - Utah
ELECTRONICALLY RECORDED

Tax id 58:024:0073

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

THIS NINTH SUPPLEMENTAL DECLARATION AND FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLD SPRING RANCH (this “**Ninth Supplemental Declaration**”) is made as of August, 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. On March 20, 2023, Declarant caused to be recorded as Entry No. 16950:2023 in the Official Records that certain Eighth Supplemental Declaration and Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Cold Spring Ranch (the “**Eighth Supplemental Declaration**”).

K. 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.

L. 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, by the Third Amendment, and by the Eighth Supplemental Declaration.

M. 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.

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

O. Declarant is executing and recording this Ninth 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 Ninth 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 Ninth Supplemental Declaration.

2. 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 the Project; (c) the business and/or trade activity does not involve door-to-door solicitation of Residents of the Project; (d) the activity is consistent with the Residential Use Land Use Classification and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Residents of the Project, 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 which is approved by Declarant with respect to its development and sale of the Lots, and Units or Parcels which it owns within the Project or its use of any Lots, Units or Parcels which it owns within the Project. Notwithstanding the above, except for the nightly rental of a residence, the leasing of a residence shall not be considered a business and/or trade within the meaning of this Section 4.3.2. For purposes of this Declaration, the nightly rental of a residence shall be considered a business and/or trade within the meaning of this Section 4.3.2. The nightly rental of a residence within the Project shall only be permitted if the Owner of such residence lives within the residence on a full-time basis, as determined by the Board in its reasonable discretion.

3. 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 Ninth 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 Ninth 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 Designation for all of the Subject Property shall be as follows:

**Cold Spring Ranch
MD4, Phase 2**

Lot Numbers

Lots 742 through 790, inclusive

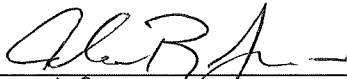
Neighborhood Designation

Single Family

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

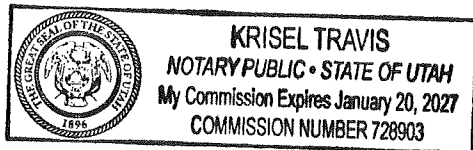
IN WITNESS WHEREOF, Declarant has caused this Ninth Supplemental Declaration to be executed by a person duly authorized to execute the same on the date first above written.

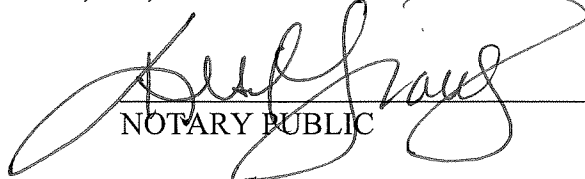
D.R. HORTON, INC.,
a Delaware corporation

By: 
Name: Adam R. Loser
Title: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 21 day of August, 2023, by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.




NOTARY PUBLIC

**EXHIBIT A
TO
NINTH SUPPLEMENTAL DECLARATION AND FIFTH 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, PHASE 2

(05-20-2022)

A portion of the Southeast Quarter of Section 11 and 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 east right-of-way of Old Ranch Road, said point is located S89°51'47"W along the section line 219.62 feet and North 1877.32 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along said right-of-way and the arc of a non-tangent curve to the right 430.43 feet with a radius of 1163.00 feet through a central angle of 21°12'20", chord: N14°03'26"E 427.98 feet to the south right-of-way of Mitchell Drive; thence along said right-of-way the following two (2) courses: along the arc of a non-tangent curve to the left 169.88 feet with a radius of 528.00 feet through a central angle of 18°26'02", chord: S80°46'59"E 169.14 feet; thence East 484.61 feet; thence South 188.51 feet; thence West 2.65 feet; thence South 134.95 feet; thence West 15.35 feet; thence South 92.94 feet; thence West 9.59 feet; thence South 135.02 feet to the north line of Plat MD5, Phase 1, Cold Spring Ranch Subdivision; thence along said line the following two (2) courses: S89°57'25"W 371.06 feet; thence N65°22'05"W 392.60 feet to the point of beginning.

Contains: ±8.50 Acres