

AMENDMENT #4 OF THE

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
PHASE 1 SPRING RUN SUBDIVISION**

THIS AMENDMENT #4 TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SPRING RUN is made this 8th day of July 2019 by Twelve Horse Ranch, LLC, hereafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant created and recorded the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PHASE 1 SPRING RUN SUBDIVISION** January 8, 2016 as entry #2248:2016 in Section 17 T5R1W (herein "Declaration") in the office of the Utah County Recorder; and

WHEREAS, Declarant has included additional Plats under the terms and conditions of the Declaration; and

WHEREAS these plats that are included are Phase A plats 1, 2 and 3, Phase B plats 1 and 2, and Phase D plat 1; and

WHEREAS, Pursuant to Article V Declarant is authorized to amend the said covenants.

NOW, THEREFORE, in consideration of the terms and mutual conditions stated in the Declaration, Declarant hereby:

1. Amends Section 2.8 as follows:

"2.8. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is occupied. All park strips and Lots must be kept free of weeds, planted in grass, and irrigated unless artificial turf is approved as stated below. All park strips in Phase A Plats 1, 2 & 3 shall be planted with two flowering pear trees. All park strips in Phase B Plats 1 & 2 shall be planted with one flowering pear tree. All park strips in Phase B Plats 3, 4 & 5 shall be planted with one Little-leaf Linden tree. All park strips in Phase D Plat 1, 2 shall be planted with two Honey-locust trees. All park strips in Phase D Plat 3 shall be planted with two Little-leaf Linden trees. All park strips in Phase D Plat 4 shall be planted with two Honey-locust trees. All park strips in Phase D Plat 5 shall be planted with two Zelkova trees. Each of the forgoing park strip trees shall be at least two inches in diameter measured 6 inches from the planted ground level. The only variety of elm trees that may be planted on a Lot shall be limited to Frontier Elm.

Notwithstanding the forgoing, the following is permitted: (1) A concrete pad may be installed in the side yard to widen a driveway for parking; (2) A gravel pad may be installed in the side yard to widen a driveway for parking if the gravel is bordered by the driveway, the sidewalk and a concrete border at least 4 inches wide surrounding the other sides of the graveled pad area, and (3) A gravel pad may be installed in the side yard behind the front plane of the house if protected from view behind gates fabricated from the same material as specified for fences. The gravel for forgoing uses in the front of the house is required to match the color of the rock

installed in the park strip areas along Spring Mountain Drive. Access to the forgoing described concrete or gravel-parking pad may include installation of pavers in the park strip directly in front of the pad area instead of grass. Alternatively, concrete may be installed in the park strip in front of the parking pad if owner obtains written approval from Eagle Mountain City and submits a copy to the ACC. Subject to City standards that 50% of the required landscape area must be live materials, front yards, park strips, side yards and backyards may be landscaped with a high quality artificial turf approved by the ACC."

2. All other terms and conditions of the said Declaration as amended as of this date are hereby ratified and adopted without change as part of the foregoing described Covenants and shall apply to all lots included under the Covenants.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the day first above written.

DECLARANT:
Twelve Horse Ranch, LLC

By Ralph B. Johnson
Manager
By James A. Allred
Manager

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

I, Julee A. Mori, a Notary Public, hereby certify that on the 8th day of July, 2019, Ralph B. Johnson, and James Allred personally appeared before me who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as General Managers and that the statements contained therein are true.

DATED this 8th day of July, 2019.

Julee A. Mori
NOTARY PUBLIC

Residing at: Salt Lake City, Utah

