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8/10/2018 2:18:00 PM \$94.00
Book - 10701 Pg - 9187-9192
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

When Recorded Return To:

Clayton Properties Group II, Inc.
dba Oakwood Homes
206 E. Winchester Street
Murray, Utah 84107

Tax Parcel ID Nos.: See Exhibit A

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SPRINGHOUSE VILLAGE NEIGHBORHOOD

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRINGHOUSE VILLAGE NEIGHBORHOOD (“**Amendment**”) is made by Clayton Properties Group II, Inc., a Colorado corporation doing business as Oakwood Homes (“**Declarant**”), and consented to by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company (“**Founder**”), as of the date set forth on the signature page below.

RECITALS

A. The Declarant is the owner of certain real property located in the City of South Jordan (“**City**”), Salt Lake County, Utah (“**County**”), more particularly described on **Exhibit A** attached hereto (“**Property**”).

B. Declarant executed that certain *Declaration of Covenants, Conditions, and Restrictions for Springhouse Village Neighborhood* (“**Declaration**”) and Declarant caused the same to be recorded in the real property records of Salt Lake County, Utah, on July 18, 2018, as Entry No. 12812995.

C. Declarant wishes to make certain modifications to the Declaration, as set forth herein, and Founder desires to evidence its consent to the same.

D. The Period of Declarant’s Control, as defined in the Declaration, has not expired and pursuant to Section 12.2 of the Declaration, Declarant may amend the Declaration by recording a written amendment in the real property records of Salt Lake County.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

AMENDMENT

1. Incorporation of Defined Terms. Capitalized terms used herein but not otherwise defined shall have the same meaning set forth in the Declaration, if a meaning is provided in the Declaration.

2. Correction of Scrivener's Errors. Section 1.36 of the Declaration inadvertently refers to Utah County. The Property and the Project are situated in Salt Lake County, Utah.

3. Clarification of Nuisance Provisions. Nothing in Section 6.7 of the Declaration shall be deemed as authorization to store "trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment" on the Property or within the Project if storage of the same is prohibited by applicable law or ordinance, the Master Declaration, or the rules adopted by the Master Association.

4. Snow Clearing. A new section, Section 7.2.3, shall be added to the Declaration with the following provisions:

7.2.3 Snow Clearing. The Association shall perform snow clearing on the sidewalks and driveways within the Project including walkways between lots and buildings. Snow clearing on walkways in the front yards of Lots up to the front door of the Residences will also be performed by the Association. The Association will not be responsible for snow clearing in the side yards or back yards on any of the Lots.

5. Scope of Amendment. Except as specifically modified herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Declaration, this Amendment shall control.

[End of Amendment. Signature Page Follows.]

IN WITNESS WHEREOF, Declarant has executed this Amendment on this 8 day of AUGUST, 2018.

DECLARANT

Clayton Properties Group II, Inc., a
Colorado corporation doing business as
Oakwood Homes

By: TJT

Name: Troy Turner

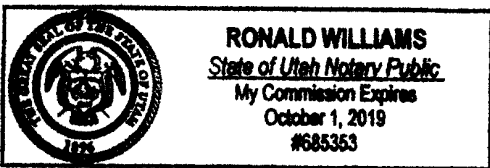
Title: VP Finance

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of AUGUST, 2018 by TROY TURNER as the VP FINANCE of Clayton Properties Group II, Inc.



[Signature]

Notary Public

CONSENTED TO, by Founder on this 9th day of August, 2018.

FOUNDER

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: [Signature]

Name: TY McCUTCHEON

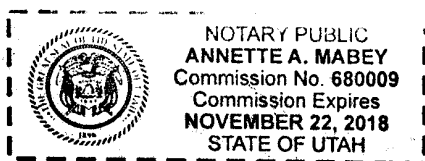
Title: PRESIDENT & CEO

STATE OF UTAH)

ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 9th day of August, 2018 by Ty McCutcheon as the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



[Signature]
Notary Public

EXHIBIT A

(Property Description and Parcel Numbers)

Lot 100, DAYBREAK VILLAGE 7 SUBDIVISION AMENDED, Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

LESS & EXCEPTING therefrom that portion of said Lot 100 lying within the bounds of Daybreak Village 7 Plat 1 Subdivision as recorded November 8, 2017 as Entry No. 12654610 in Book 2017P of Plats at Page 308 of Official Records.

Parcel Nos. 26-23-332-002 & 26-23-333-013

ALSO:

All of DAYBREAK VILLAGE 7 PLAT 1 SUBDIVISION, Amending Lot 100 of the Daybreak Village 7 Subdivision Amended, Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at a Southerly Corner of Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 752.526 feet along the Section Line and North 800.676 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the Boundary of said Lot 100 the following (3) courses: 1) North 25°00'00" West 266.779 feet; 2) North 65°00'00" East 77.841 feet; 2) North 25°00'00" West 236.000 feet; thence North 65°00'00" East 204.954 feet; thence North 25°00'00" West 472.000 feet; thence North 27°21'26" West 84.180 feet; thence South 62°38'34" West 99.897 feet; thence South 65°00'00" West 16.725 feet; thence North 25°00'00" West 111.321 feet; thence South 62°38'34" West 31.000 feet; thence South 77°49'38" West 71.185 feet to a Northerly Line of said Lot 100 and a point on a 329.000 foot radius tangent curve to the left, (radius bears North 12°10'22" West); thence along said Northerly Line the following (4) courses: 1) along the arc of said curve 216.516 feet through a central angle of 37°42'23"; 2) North 40°07'15" East 430.230 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 49°52'45" East); 3) along the arc of said curve 67.186 feet through a central angle of 19°14'51"; 4) North 59°22'05" East 32.532 feet; thence South 30°37'55" East 49.889 feet; thence North 59°22'05" East 20.000 feet; thence South 30°37'55" East 45.111 feet; thence South 24°42'20" East 95.510 feet; thence North 59°22'05" East 4.526 feet; thence South 30°37'55" East 56.000 feet; thence South 25°00'00" East 180.873 feet; thence South 30°37'58" East 56.000 feet to a Southerly Line of said Lot 100; thence along said Southerly Line the following (11) courses: 1) South 59°22'05" West 5.523 feet; 2) South 25°00'00" East 251.443 feet; 3) South 65°00'00" West 236.000 feet; 4) South 25°00'00" East 406.000 feet; 5) North 65°00'00" East 79.406 feet; 6) South 25°00'00" East 199.448 feet; 7) South 04°28'11" East 29.758 feet; 8) South 00°13'59" East 246.000 feet; 9) South 89°46'01" West 401.238 feet to a point on a 172.000 foot radius tangent curve to the left, (radius bears South 00°13'59" East); 10) along the arc of said curve 74.349 feet through a central angle of 24°46'01"; 11) South 65°00'00" West 93.322 feet to the point of beginning.

Parcel Nos. 26-23-332-003 through 26-23-332-009, inclusive; and 26-23-333-001 through 26-23-333-012, inclusive; and 26-23-334-001 through 26-23-334-006, inclusive; and 26-23-335-001 through 26-23-335-003, inclusive; and 26-23-336-001 through 26-23-336-003, inclusive; and 26-23-337-001 through 26-23-337-003, inclusive; and 26-23-338-001 through 26-23-338-010, inclusive; and 26-23-339-001 through 26-23-339-006, inclusive; and 26-23-340-001 through 26-23-340-006, inclusive; and 26-23-377-001 through 26-23-377-008, inclusive; and 26-23-378-001 through 26-23-378-004, inclusive; and 26-23-379-001 through 26-23-379-005; and 26-23-380-001.