

**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 2-A

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

This SECOND 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 pages below.

**RECITALS**

A. 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. Declarant has also executed that certain *First Amendment to Declaration of Covenants, Conditions, and Restrictions for Springhouse Village Neighborhood* (“**First Amendment**”) and Declarant caused the same to be recorded in the real property records of Salt Lake County, Utah, on August 10, 2018, as Entry No. 12827583.

B. The Declaration, as amended, encumbers certain real property located in the City of South Jordan (“**City**”), Salt Lake County (“**County**”), State of Utah, and more particularly described on Exhibit 2-A attached hereto (“**Property**” or “**Neighborhood**”). The Neighborhood is part of the Daybreak master planned community.

C. Declarant wishes to make additional 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 has the right to amend the Declaration without the consent of any other Owner by recording a written amendment in the real property records of Salt Lake County.

NOW, THEREFORE, 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. **Age Restriction – Minimum Age.** Declarant intends to change the minimum age of persons residing permanently in the Neighborhood from nineteen (19) to eighteen (18). Thus, Section 6.2.1 of the Declaration is deleted in its entirety and replaced with the following language:

6.2.1 **Application of the Age Restriction.** Declarant intends that at least eighty percent (80%) of the Residences be occupied in accordance with the following restriction: at least one (1) person who is fifty-five (55) years of age or older must permanently occupy a Residence (“**Age Restriction**”). In addition, except as may be required by law, no person under the age of eighteen (18) years of age may stay overnight in any Residence for more than one hundred twenty (120) days in any twelve (12) month period. Any permitted rental of a Residence and each resale of a Residence must result in the occupancy of such Residence by at least one (1) person meeting the Age Restriction.

3. **Landscaping on Lots.** Declarant wishes to clarify the scope of the maintenance being performed by the Association with respect to each Lot. Thus, Section 7.2.1 of the Declaration is deleted in its entirety and replaced with the following language:

7.2.1 **Landscaping.** The Association will maintain the landscaping on each Lot as provided in this Section. The Association’s obligation on each Lot will include mowing and edging any lawn installed by Declarant, maintaining water lines, and maintaining any flower beds installed by Declarant. The Owner of each Lot shall be obligated for the cost of watering the lawns, flower beds, and other areas of landscaping as applicable. Any stand-alone planter boxes or flower displays, to the extent permitted by the Master Association, are the responsibility of the Owners. To the extent any fencing is permitted in the Neighborhood, each Owner must ensure that the Association has access through fencing, by means of a gate or otherwise, to perform the landscape maintenance provided for herein.

4. **Declarant Voting Rights.** Notwithstanding any contrary provision of the Declaration to the contrary, including, without limitation, Section 3.4 of the Declaration, Declarant shall have the voting rights set forth in this Section. During the Period of Declarant’s Control, Declarant shall have, and shall be entitled to exercise in all matters coming before the Association, three (3) votes for each Lot owned by Declarant plus three (3) votes per Lot for every Lot owned by any other Owner within the Project. Immediately upon the termination of the Period of Declarant’s Control,

Declarant will have only one (1) vote for each Lot owned by Declarant and no other votes. This Section shall also apply to Section 3.2 of the Bylaws.

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

***[End of Amendment. Signature Page(s) Follow.]***

IN WITNESS WHEREOF, Declarant has executed this Amendment on this 30 day of June, 2023.

**DECLARANT:**

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

By: MLT

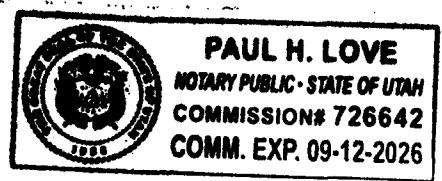
Name: MALCOLM THACKER

Title: ASSISTANT SECRETARY

STATE OF UTAH )  
                                  ) ss.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2023 by Malcolm Thacker as the Asst. Secretary of Clayton Properties Group II, Inc.

Paul H. Love  
Notary Public



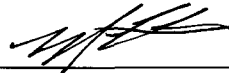
CONSENTED TO, by Founder on this 28<sup>th</sup> day of June, 2023.

**FOUNDER:**

**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

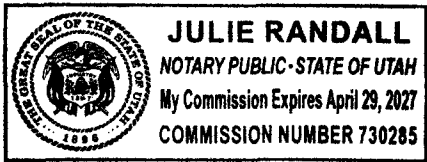
By: LHMRE, LLC,  
a Utah limited liability company

Its: Authorized Manager

By:   
Name: Michael Kunkel  
Title: Treasurer

STATE OF UTAH                     )  
   ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2023 by Michael Kunkel as the Treasurer of LHMRE, LLC, a Utah limited liability company, the Authorized Manager of VP Daybreak Operations LLC, a Delaware limited liability company.



  
Notary Public

**EXHIBIT 2-A**

**(Property Description and Parcel Numbers)**

**Daybreak Village 7 Plat 1:**

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 recorded November 8, 2017 as Entry No. 12654610 in Book 2017P at Page 308 in the office of the Salt Lake County Recorder.

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

**Daybreak Village 7 Plat 2:**

All of DAYBREAK VILLAGE 7 PLAT 2, Amending Lot 100 of the Daybreak Village 7 Subdivision Amended, according to the official plat thereof recorded October 1, 2018 as Entry No. 12859671 in Book 2018P at Page 340 in the office of the Salt Lake County Recorder.

Parcel Nos. 26-23-332-010 through 26-23-332-035, inclusive, 26-23-333-014 through 26-23-333-032, inclusive, 26-23-336-004 through 26-23-336-020, inclusive, 26-23-337-004 through 26-23-337-020, inclusive, 26-23-341-001 through 26-23-341-008, inclusive, 26-23-342-001 through 26-23-342-016, inclusive, 26-23-343-001 through 26-23-343-005, inclusive, 26-23-372-001 through 26-23-372-015, inclusive, 26-23-381-001 through 26-23-381-004, inclusive, 26-23-405-001 through 26-23-405-003, inclusive, and 26-23-406-001 through 26-23-406-003, inclusive.

**Daybreak Village 7 Plat 3:**

All of DAYBREAK VILLAGE 7 PLAT 3, Amending a portion of Lot 100-A of The Daybreak Village 7 Subdivision Amended, according to the official plat thereof recorded May 11, 2021, as Entry No. 13659559, in Book 2021P, at Page 119, in the office of the Salt Lake County Recorder.

Parcel Nos. 26-23-339-007 through 26-23-339-010, inclusive, 26-23-340-007, 26-23-344-001 through 26-23-344-008, inclusive, and 26-23-345-001 through 26-23-345-020, inclusive, and 26-23-346-001 through 26-23-346-006, inclusive, and 26-23-347-001 through 26-23-347-009, inclusive, and 26-23-348-001 through 26-23-348-012, inclusive, and 26-23-380-002 through 26-23-380-003, 26-23-380-009, 26-23-380-010, 26-23-380-012, and 26-23-380-014 through 26-23-380-021, inclusive, and 26-23-382-001 through 26-23-382-003, inclusive, and 26-23-383-001 through 26-23-383-003, inclusive.

**Daybreak Village 7 Plat 3 Amended #1:**

All of DAYBREAK VILLAGE 7 PLAT 3 AMENDED #1, Vacating and Amending Lots 358-363 & Lot 369 of The Daybreak Village 7 Plat 3, according to the official plat thereof recorded December 20, 2021, as Entry No. 13850969, in Book 2021P, at Page 332, in the office of the Salt Lake County Recorder.

Parcel Nos. 26-23-380-022 through 26-23-380-028, inclusive.

**Daybreak Village 7 Plat 4:**

All of DAYBREAK VILLAGE 7 PLAT 4, Amending a portion of Lot 100-A of The Daybreak Village 7 Subdivision Amended, according to the official plat thereof, recorded May 12, 2022, as Entry No. 13950994, in Book 2022P, at Page 118, in the office of the Salt Lake County Recorder.

Parcel Nos. 26-23-376-006 through 26-23-376-024, inclusive, and 26-23-384-001 through 26-23-384-012, inclusive, and 26-23-385-001 through 26-23-385-018, inclusive, and 26-23-386-001 through 26-23-386-022, inclusive, and 26-23-387-001 through 26-23-387-039, inclusive, and 26-23-388-001 through 26-23-388-011, inclusive, and 26-23-389-001 through 26-23-389-011, inclusive

**Daybreak Village 7 Plat 5:**

Proposed DAYBREAK VILLAGE 7 PLAT 5, being more particularly described as follows:

Beginning at a point on the West Line of Lot 100-A of the Daybreak Village 7 Subdivision Amended, recorded as Entry No. 12654584 in Book 2017P at Page 307 in the Office of the Salt Lake County Recorder, said point lies South 89°56'14" West 1457.502 feet along the Section Line and North 453.000 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot 100-A the following (9) courses: 1) North 535.178 feet to a point on a 781.000 foot radius non tangent curve to the left, (radius bears West, Chord: North 02°20'19" West 63.741 feet); 2) along the arc of said curve 63.759 feet through a central angle of 04°40'39"; 3) North 04°40'39" West 53.311 feet; 4) East 255.180 feet to a point on a 228.000 foot radius tangent curve to the left, (radius bears North, Chord: North 77°30'00" East 98.696 feet); 5) along the arc of said curve 99.484 feet through a central angle of 25°00'00"; 6) North 65°00'00" East 267.148 feet; 7) South 25°00'00" East 180.000 feet; 8) South 65°00'00" West 77.841 feet; 9) South 25°00'00" East 287.738 feet to a point on a 172.000 foot radius tangent curve to the right, (radius bears South 65°00'00" West, Chord: South 11°26'45" East 80.621 feet); thence along the arc of said curve 81.377 feet through a central angle of 27°06'29"; thence South 02°06'29" West 285.310 feet; thence North 87°53'31" West 389.851 feet to a point on a 1244.500 foot radius tangent curve to the left, (radius bears South 02°06'29" West, Chord: North 88°56'45" West 45.786 feet); thence along the arc of said curve 45.788 feet through a central angle of 02°06'29"; thence West 117.441 feet to a point on a 272.000 foot radius non tangent curve to the right, (radius bears North, Chord: North 82°40'35" West 69.347 feet); thence along the arc of said curve 69.536 feet through a central angle of 14°38'51" to a point of reverse curvature with a 328.000 foot radius tangent curve to the left, (radius bears South 14°38'51" West, Chord: North 82°40'35" West 83.624 feet); thence along the arc of said curve 83.852 feet through a central angle of 14°38'51"; thence West 14.809 feet to the point of beginning.

Parcel No. 26-23-377-009