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Clayton Properties Group, Inc.,
a Tennessee corporation
206 E. Winchester Ave.
Murray, UT 84107

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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206 E WINCHESTER AVE MURRAY, UT 84107



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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRINGHOUSE VILLAGE NEIGHBORHOOD (this “**Amendment**”) is made and executed as of May 19, 2025 by Clayton Properties Group, Inc., a Tennessee corporation doing business as Oakwood Homes (“**Declarant**”), and consented to by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, (“**Founder**”).

RECITALS:

A. Declarant has previously established the *Declaration of Covenants, Condition, and Restrictions for Springhouse Village Neighborhood*, recorded July 18, 2018 with the Salt Lake County Recorder’s Office as Entry No. 12812995, in Book 10694, beginning at Page 6856, as amended by that certain *First Amendment to Declaration of Covenants, Conditions, and Restrictions for Springhouse Village Neighborhood* (“**First Amendment**”) which was recorded in the real property records of Salt Lake County, Utah, on August 10, 2018, as Entry No. 12827583, as further amended by that certain *Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Springhouse Village Neighborhood* (“**Second Amendment**”), which was recorded in the real property records of Salt Lake County, Utah, on July 6, 2023, as Entry No. 14126195, and as further amended by that certain *Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Springhouse Village Neighborhood* (“**Third Amendment**”), and together with the First Amendment, the Second Amendment and the Third Amendment, collectively, the “**Declaration**”).

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 A attached hereto (“**Property**” or “**Neighborhood**”). The Neighborhood is part of the Daybreak master planned community.

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 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.

E. 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 during the Period of Declarant's Control (as defined in the Declaration). Accordingly, Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby amends 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. Article 6 of the Declaration is hereby deleted in its entirety and is hereby replaced with the following:

ARTICLE 6

USE LIMITATIONS AND AGE RESTRICTED COMMUNITY

6.1 Residential Use and Occupancy. Each Lot, and all Improvements thereon, shall be used only for non-commercial, residential purposes. No Lot shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Lot, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance. The primary Improvement on each Lot shall be a Residence. Any other Improvements on the Lot shall be consistent with and shall not detract from the residential nature of the Neighborhood. Subject to the Declarant exemption, below, there shall be no temporary or prefabricated structures, mobile homes, trailer houses, or other non-permanent structures allowed in the Neighborhood.

6.2 Age Restricted Community. Consistent with the Housing for Older Persons Act of 1995 ("HOPA"), including, without limitation, the provisions of 42 U.S.C. § 3607(b)(2)(c), Declarant intends that the Neighborhood be primarily occupied by persons fifty-five (55) years of age or older. To that end, the following restrictions apply.

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. Any permitted rental of a Residence or any resale of a Residence must result in the occupancy of such Residence by at least one (1) person meeting the 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. All restrictions contained in this section 6.2.1 shall be known as the **“Age Restriction.”**

6.2.2 Scope of Age Restriction. The Age Restriction applies to occupants of the Residence.

6.2.3 Intent to Comply. The Declarant and/or the Association will publish and adhere to policies and procedures which demonstrate the intent that the Neighborhood be used and occupied as an Age Restricted Community.

6.2.4 Advertising. Marketing and advertising materials for the Neighborhood will reasonably identify the Neighborhood as a community primarily intended for persons over fifty-five (55) years of age or otherwise indicate that the Neighborhood is an Age Restricted Community.

6.2.5 Notice of Age Restrictions. It is the Association’s intent to provide notice of the Age Restriction contained in this Article 6, and any fines related to violation of the Age Restriction at the earliest time the Association is made aware of any resale, lease, rental or other transfer, including up to and until the time of closing on a Residence. This notification of the Age Restriction by the Association may be fulfilled by the provision of an acknowledgment or electronic access to the Declaration. Nothing in this section 6.2.5 shall create an obligation on the Association or subject the Association to financial or other liability for failing to comply with this section 6.2.5.

6.2.6 Verification. The Declarant intends to comply with any applicable statutes and regulations adopted by the U.S. Department of Housing and Urban Development (“**HUD**”) regarding the Age Restriction.

6.2.7 Exclusions. Declarant or the Association may exclude from the Age Restriction various Residences in the Neighborhood as allowed under HOPA and those regulations to implement HOPA adopted by HUD, including, without limitation, 24 C.F.R. Part 100. The Board may adopt reasonable Rules and Resolutions to further clarify specific restrictions or exclusions related to the Age Restriction. If an Owner believes that they fall within an exception to the Age Restrictions contained in the Declaration, the Owner must submit in writing to the Board a detailed explanation of the requested exclusion. The Springhouse Board will then hold an in-person hearing with the Owner and provide a determination as to the approval or denial of the requested exclusions within thirty (30) days.

6.2.8 Annual Review of Age Restriction Rules and Regulations. The Association shall, at a minimum, annually review the Rules and Resolutions related to the Age Restriction. The Association, as part of this annual review, shall note in meeting minutes the reasons for, and examples of, the current

circumstances that warrant revisions, or adoptions of additions to the Rules and Regulations related to enforcement of the Age Restriction. The Association shall also include the results of the most recent audit of units not in compliance with the Age Restriction, or the known percentage of Units that do not meet the Age Restriction.

6.2.9 Sale in Violation of Age Restriction Prohibited. Each resale of a Residence must result in the Residence being occupied by at least one (1) person who is fifty-five (55) years of age or older. In furtherance of the intent that the Neighborhood be an Age Restricted Community, Declarant, during the Period of Declarant's Control, and the Association thereafter, shall have the unilateral exercise all rights and remedies available under applicable law with respect to any sale of a Lot or Residence in violation of the Age Restriction. Except for the rental exceptions as described in section 6.4.4 of this Declaration, any resale, lease, rental or other transfer by the Owner that fails to comply with the Age Restrictions shall constitute a violation of the Age Restriction. In the event of such violation, an Owner shall be responsible for, at a minimum, liquidated damages of \$25,000.00 to the Association, which is a reasonable amount based on the difficulty to determine the exact harm such violation will cause to the Association and its residents. The Board may increase the amount of liquidated damages by resolution.

6.2.10 Declarant Exemption. Notwithstanding the restrictions set forth in this Section 6.2 and its subparts, Declarant reserves the right for Declarant, and only Declarant, during the Period of Declarant's Control to sell Lots without regard to the Age Restriction; provided, that such exemption will be limited by the requirement that at all times at least eighty percent (80%) of the Residences will be occupied by at least person who is fifty-five (55) years of age or older. It is Declarant's intent that the Neighborhood be, and remain, an Age Restricted Community consistent with state and federal laws allowing such restrictions.

6.3 Compliance with Declaration and Master Declaration. Each Owner shall fully comply with, and shall cause such Owner's guests and invitees to fully comply with, the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations adopted by the Board. In addition, each Owner shall fully comply with, and shall cause such Owner's guests and invitees to fully comply with, the Master Declaration and any binding restrictions of the Master Association.

6.4 Leasing. No Owner may lease or rent, or offer to lease or rent, a Residence on any Lot except as allowed under the Master Declaration, the rules of the Master Association, and this Section 6.4 and its subparts. Any lease or rental agreement which is entered into in violation of the foregoing shall be void. The Association may enforce the terms of this Section 6.4 as provided in Section 2.6.

6.4.1 Qualified Occupant. No lease or rental or occupancy of any Residence is permitted unless at least one (1) person meeting the Age Restriction resides in the Residence pursuant to occupying the residence.

6.4.2 Qualified Occupant/Tenant to Comply with Covenants. Qualified occupant tenants, and occupants of a Residence via lease, rental, or occupancy of the Residence must comply with the following: (a) the Covenants set forth herein; (b) the Bylaws and the Rules and Regulations adopted by the Board; (c) the terms of the Master Declaration; and (d) the rules of the Master Association.

6.4.3 Short Term Rental Agreements Prohibited. No lease or rental agreement for any Residence shall be for a term of less than ninety (90) days. If a lease or rental agreement is terminated for any reason prior to the expiration of at least ninety (90) days after commencement, an Owner may enter into a new lease or rental agreement only after the expiration of at least ninety (90) days after commencement of the prior lease.

6.4.4 Exemptions. Pursuant to Utah Code § 57-8a-209(2), the rental restriction set forth in Section 6.4.3 does not apply: (a) to an Owner's rental of a Residence during the time such Owner is deployed in the military; (b) to a Residence occupied by an Owner's parent, child, or sibling; (c) where an Owner's employer has relocated the Owner for less than two (2) years; (d) to a Residence owned by an entity and occupied by an individual who has voting rights under the entity's governing documents and has a twenty-five percent (25%) or greater share of ownership, control, and rights to profits and losses of the entity; or (e) a Residence owned by a trust or other entity created for estate planning purposes if the trust or estate planning entity was created for the estate of the current resident or the parent, child, or sibling of the current resident. The exemption in this Section 6.4.4 **does not** affect or limit the applicability of the Age Restriction as set forth in Section 6.4.1 of this Declaration.

6.4.5 Owner Responsibility of Non-owner occupied residence. As otherwise stated in section 6.3 and 6.4.2 of this Declaration, the Owner of a non-owner occupied Residence shall be responsible for any violations by any occupants of that Residence, including violations of the following: (a) the Covenants set forth herein; (b) the Bylaws and Rules and Regulations adopted by the Board; (c) the terms of the Master Declaration; and (d) the rules and polices of the Master Association. In the event that the Association imposes a fine for violation of the aforementioned documents, the Association shall give notice to the Owner of the Residence. The Owner of the Residence shall be responsible for the fine in accordance with Association Rules and Regulations. Unpaid fines shall constitute a lien against the Residence.

6.4.6 Use of Association Amenities. Use of any Association amenities shall only be used either by the Owner of the Residence or its renters residing in the Residence, but not both. The Association may require that the Owner of a leased Residence provide notice to the Association of the election of whether the Owner or renters of a Residence shall have access to Association amenities. The Board may adopt reasonable Rules and Regulations to enforce this section 6.4.6.

6.5 No Further Subdivision. No Lot or Common Area shall be further subdivided or separated into smaller parcels. No conveyance of less than all of any Lot shall be permitted.

6.6 Prompt Repair. Each Residence and other Improvement on an Owner's Lot shall be kept in good repair. As applicable, the Owner or Association shall promptly repair damage to any Residence or Improvement on such Owner's Lot.

6.7 Nuisances and Offensive, Unsightly, and Unsafe Conditions. No Owner shall permit any noxious, offensive, unsightly, or unsafe activity, object, animal, or condition to exist on such Owner's Lot. Without limiting the generality of the foregoing, no unreasonable noise or disturbance shall be permitted on any Lot. 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 shall be kept at all times, except when in actual use, behind approved fencing or otherwise enclosed or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except within an enclosed structure or when appropriately screened from view. No Owner shall dispose, or permit to be disposed, any oil, gas, toxic or hazardous material, or other unsafe substance within the Neighborhood. The Board may adopt reasonable Rules and Regulations to further clarify the responsibilities of Owners under this Section.

6.8 Ingress and Egress. Each Owner shall have a right of ingress to and egress from such Owner's Lot, with such right of ingress and egress being perpetual and appurtenant to ownership of the Lot.

6.9 Encroachment. Subject to Section 9.2.1 of this Declaration, no Improvement on any Lot shall encroach on an adjoining Lot or Common Area and any such encroaching Improvements must immediately be removed at the expense of the Owner of the Lot from which the Improvement encroaches. If, however, encroachment occurs due to natural settling or shifting or for other reasons beyond the control of the Owner, the Owner shall be deemed to have an easement for the maintenance of such

encroaching Improvement which shall exist, and shall run with the land, for so long as the encroaching Improvement exists.

6.10 View Impairment. Declarant makes no representation or guarantee that the view from, across, or over any Owner's Lot will remain the same as when purchased by such Owner. Construction of Residences or other Improvements within the Neighborhood may affect such Owner's view. In addition, landscaping and trees may also impact an Owner's view and the Declarant and Association will have no obligation to prune or trim any landscaping or trees except as required in the Master Declaration or by applicable regulations of the Master Association.

3. FURTHERMORE, Declarant hereby amends the Declaration by deleting **Section 7.2.1** in its entirety and replacing the text of **Section 7.2.1** as follows:

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 approved lawn, maintaining water lines, and maintaining any approved flower beds. Any change in landscaping requires approval by the Association. The Owner of each Lot shall be obligated for the cost of watering the lawns, flower beds, and other areas of unapproved 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 maintain. 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. This Amendment shall take effect on the date recorded, pursuant to Section 12.2 of the Declaration.
5. The Declaration, as amended by this and other Amendments, shall continue in full force and effect. Any reference to the Declaration in any document shall include this Amendment.

[Signature on the following page]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

DECLARANT

CLAYTON PROPERTIES GROUP, INC., a
Tennessee corporation doing business as
Oakwood Homes

Signature: M. L. L.

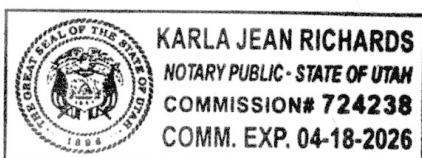
Name: Malcolm Thafer

Its: ASSISTANT SECRETARY

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

On June 3 2025, before me, the undersigned, personally appeared Malcolm Thacker
Administrator, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Salt Lake.

WITNESS my hand and official seal:



Karla Jean Richards
Notary Public

(SEAL)

My commission expires: 4-15-2026

CONSENTED TO, by Founder on this 19th day of May, 2025.

FOUNDER
VP DAYBREAK OPERATONS LLC,
A Delaware limited liability company

By: **LHMRE, LLC,**
A Utah limited liability company
Its: Operating Manager

BY: 

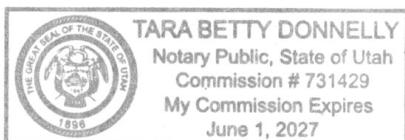
NAME: Michael Kunkel

TITLE: Treasurer

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

On May 19, 2025, personally appeared before me, a Notary Public, Michael Kunkel, the Treasurer for LHMRE, LLC, a Utah limited liability company, the Operating Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that they executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official seal:





Tara Betty Donnelly
Notary Public

(SEAL)

My commission expires: June 1 2027

Exhibit "A"

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:

All of DAYBREAK VILLAGE 7 PLAT 5, Amending a portion of Lot 100-A of The Daybreak Village 7 Subdivision Amended, according to the official plat thereof, recorded October 29, 2024, as Entry No. 14306478, in Book 2024P, at Page 239, in the office of the Salt Lake County Recorder.

Parcel Nos. 26-23-390-001 through 26-23-390-015, inclusive, 26-23-391-001 through 26-23-391-012, inclusive, 26-23-392-001 through 26-23-392-017, inclusive, 26-23-393-001 through 26-23-393-010, inclusive, 26-23-394-001 through 26-23-394-020, inclusive, 26-23-395-001 through 26-23-395-012, inclusive