

When Recorded Return To:
Clayton Properties Group, Inc.
dba Oakwood Homes
206 E. Winchester Street
Murray, Utah 84107

FOURTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WANDER SUBDIVISION

This FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WANDER SUBDIVISION (“**Amendment**”) is made by Clayton Properties Group, Inc., a Tennessee corporation doing business as Oakwood Homes (“**Declarant**”), the successor to Clayton Properties Group II, Inc.

RECITALS

A. The Declarant is the developer of a residential subdivision known as the Wander Subdivision (“**Project**”) located in the City of Saratoga Springs (“**City**”), Utah County (“**County**”), State of Utah. The Project is more particularly identified on **Exhibit A**, attached hereto, together with such property as may hereafter be added to the Project.

B. The Project shall be subdivided into individual single-family lots for attached and detached dwellings together with streets, other public improvements, and certain common facilities.

C. That certain *Master Declaration of Covenants, Conditions, and Restrictions for Wander Subdivision* was recorded in the Real Property Records of Utah County on February 28, 2020, as Entry No. 26325:2020 (as amended, the “**Declaration**”).

D. The Declaration provides, among other things, that the Wander Homeowners Association (“**Association**”), a Utah non-profit corporation, will manage and maintain the Common Areas within the Project, and assess and collect from Owners a share of the costs of such management and maintenance.

E. Declarant now wishes to amend certain provisions of the Declaration.

F. Pursuant to Section 12.2 of the Declaration, Declarant may amend the Declaration during the Period of Declarant's Control without the consent of any other Owner. The Period of Declarant's Control has not yet expired.

AMENDMENT

NOW, THEREFORE, the Declarant does hereby amend the Declaration consistent with the following terms:

1. Recitals Incorporated. The foregoing recitals are incorporated.
2. Definitions. Capitalized terms used herein but not otherwise defined have the meaning provided in the Declaration.
3. Reinvestment Fee. Certain provisions relating to the Reinvestment Fee shall be modified as provided herein. Section 1.30 of the Declaration is deleted in its entirety and replaced with the following language:

1.30 **"Reinvestment Fee"** means the fee assessed to each Owner who takes title to a Lot following the City's issuance of a certificate of occupancy for a Residence on such Lot, as further described in Section 4.3.1 of the Declaration.

Section 4.3.1 of the Declaration is hereby deleted in its entirety and replaced with the following language:

4.3.1 Covenant for Reinvestment Fee. Each Owner who purchases or otherwise takes title to a Lot from Declarant or from a Commercial Builder (as defined in Section 4.8.2 of the Declaration) after the City's issuance of a certificate of occupancy for a Residence on such Lot, but in any event each Owner who takes title to a Lot more than ninety (90) days after the City's issuance of a certificate of occupancy for a Residence on such Lot, and each subsequent Owner purchasing or otherwise taking title to such Lot, shall be obligated to pay to the Association, upon and as a result of the transfer of the Lot, a fee that is dedicated to benefitting the Property (**"Reinvestment Fee"**) as allowed under Utah Code § 57-1-46 (as the same may be amended from time to time). Notwithstanding the foregoing, the transfer of any Lot to the Declarant or to any affiliate of the Declarant, as determined by the Declarant, will be exempt from the Reinvestment Fee. Likewise, the Declarant may, in the Declarant's sole discretion, exempt the transfer of any Lot from the Declarant from the Reinvestment Fee. By taking title to a Lot, each Owner covenants to comply with the terms of this Section. If not paid at the closing of such Owner's acquisition of title to such Lot, any applicable Reinvestment Fee will be due and payable to the Association within the first

calendar month of such Owner's ownership of the Lot. The Reinvestment Fee will be dedicated to benefitting the Property and the Project. The Reinvestment Fee may be used for any purpose allowed by Law. The amount of the Reinvestment Fee charged on initial and subsequent transfers will be set by the Declarant and may be adjusted from time to time by the Declarant during the Period of Declarant's Control and thereafter by the Board. The amount of the Reinvestment Fee payable by the first Owner taking title to the Lot following the issuance of a certificate of occupancy may differ from the amount of the Reinvestment Fee payable in connection with subsequent transfers.

4. Scope of Amendment. To the extent that the terms or provisions of this Amendment conflict or are inconsistent with the terms and provisions of the Declaration, as amended, the terms and provisions of this Amendment shall control. However, except as modified in this Amendment, the Declaration, as amended, shall remain in full force and effect in accordance with its terms.

[End of Amendment. Signature Page Follows.]

IN WITNESS WHEREOF, Declarant has executed this Amendment on this 20 day of March, 2024.

DECLARANT

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

By: MLT

Name: MALCOLM THAYER

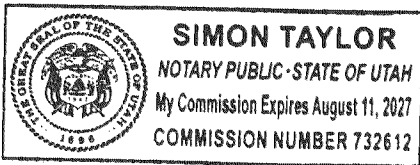
Title: ASSISTANT SECRETARY

STATE OF UTAH)

ss.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20 day of March, 2024 by Malcolm Thayer as the Assistant Secretary of Clayton Properties Group, Inc.



LT

Notary Public

EXHIBIT A

(Description of the Project)

Jordan Promenade Village 1, Plat B-1:

All of Lots 201 through 227, inclusive, PLAT B-1, JORDAN PROMENADE VILLAGE 1, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 43-271-0201 through 43-271-0227, inclusive

Jordan Promenade Village 1, Plat B-2:

All of Lots 301 through 376, inclusive, PLAT B-2, JORDAN PROMENADE VILLAGE 1, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 43-274-0301 through 43-274-0376, inclusive

Jordan Promenade Village 1, Plat B-3:

All of Lots 401 through 472, inclusive, PLAT B-3, JORDAN PROMENADE VILLAGE 1, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 43-275-0401 through 43-275-0472, inclusive

Wander Phase C2:

All of Lots 160 through 234, inclusive, WANDER PHASE C2 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-911-0160 through 55-911-0234, inclusive

Wander Phase C3:

All of Lots 101 through 129, inclusive, WANDER PHASE C3 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-947-0101 through 55-947-0129, inclusive

Wander Phase C4:

All of Lots 130 through 159, inclusive, WANDER PHASE C4 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-955-0130 through 55-955-0159, inclusive

Wander Phase D1:

All of Lots 300 through 328, inclusive, WANDER PHASE D1 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-928-0300 through 55-928-0328, inclusive

Wander Phase D2:

All of Lots 329 through 423, inclusive, WANDER PHASE D2 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-929-0329 through 55-929-0423, inclusive

Wander Phase D3:

All of Lots 424 through 491, inclusive, WANDER PHASE D3 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-930-0424 through 55-930-0491, inclusive

Wander Phase E1:

All of Lots 493 through 596, inclusive, WANDER PHASE E1 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-948-0493 through 55-948-0596, inclusive

Wander Phase E2:

All of Lots 597 through 626, inclusive, WANDER PHASE E2 SUBDIVISION, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 55-945-0597 through 55-945-0626, inclusive

Wander Phase F1 Amended #1:

All of Lots 701 through 896, inclusive, WANDER PHASE F1 AMENDED #1, according to the official plat thereof, recorded in the office of the Utah County Recorder.

Parcel Nos. 69-012-0701 through 69-012-0896, inclusive

Wander Village 1 Plat A Amended:

Lots 1 through 25, inclusive, WANDER VILLAGE 1 PLAT A AMENDED, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Parcel Nos. 55-986-0001 through 55-986-0025, inclusive

Proposed Wander Phase H1

A parcel of land situated in the Southeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Riverside Drive, said point lies North 89°57'40" West 1235.662 feet along the Section Line and North 3774.219 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°59'37" West 4.034 feet to a point on a 12.000 foot radius non tangent curve to the right, (radius bears North 89°59'37" West, Chord: South 45°00'11" West 16.970 feet); thence along the arc of said curve 18.848 feet through a central angle of 89°59'37"; thence West 187.030 feet to a point on a 12.000 foot radius tangent curve to the right, (radius bears North, Chord: North 45°00'00" West 16.971 feet); thence along the arc of said curve 18.850 feet through a central angle of 90°00'00"; thence North 387.000 feet; thence West 59.000 feet; thence North 216.823 feet; thence North 89°59'46" West 410.008 feet; thence North 00°00'14" East 110.000 feet; thence North 89°59'46" West 41.004 feet; thence North 00°00'14" East 59.000 feet; thence North 116.007 feet; thence East 510.000 feet; thence

South 104.040 feet to a point on a 12.000 foot radius tangent curve to the left, (radius bears East, Chord: South 45°00'00" East 16.971 feet); thence along the arc of said curve 18.850 feet through a central angle of 90°00'00"; thence East 187.305 feet to a point on a 12.000 foot radius tangent curve to the left, (radius bears North, Chord: North 45°00'13" East 16.969 feet); thence along the arc of said curve 18.848 feet through a central angle of 89°59'34"; thence South 89°59'34" East 3.809 feet to said West Right-of-Way Line of Riverside Drive; thence along said Riverside Drive South 00°00'13" West 784.821 feet to the point of beginning.