

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SILVER OAKS HOMEOWNERS' ASSOCIATION**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER OAKS COMMUNITY ASSOCIATION (this “**Amendment**”), is made this 11th day of April, 2025, by LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company (“**Declarant**”), and TPG AG EHC III (LEN) MULTI STATE 4, LLC, a Delaware limited liability company (“**AG**”).

RECITALS

A. Declarant, with the consent of AG, recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Silver Oaks Homeowners’ Association with the Utah County Recorder’s Office on December 20, 2024 as Entry No. 90021:2024 (the “**Declaration**”). All initially capitalized terms used in this Amendment shall have the meanings given to such terms in the Declaration.

B. Pursuant to Sections 13.2 and 13.7 of the Declaration, Declarant, subject to receiving approval of AG, reserved the right to amend the Declaration at any time during the Period of Administrative Control.

C. Declarant, with the consent of AG, now desires to amend the Declaration as set forth below.

AMENDMENT

1. Incorporation of Recitals. For the avoidance of any doubt, the foregoing Recitals are hereby incorporated into this Amendment by this reference.

2. Amendment.

a. Section 1.3(h) of the Declaration is hereby amended by the addition of the following additional provisions after the final sentence thereof:

“Portions of the Common Areas may be designated herein or on the Plat as ‘Limited Common Area.’ Limited Common Areas are those Common Areas that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Lots or Dwelling Units. Limited Common Areas may be designated on the Plat as ‘Limited Common Area,’ ‘LCA,’ or any similar designation.”

b. Section 8.3(d) of the Declaration is hereby deleted and “[intentionally omitted]” inserted in its place so as to preserve the existing numbering of the Declaration.

c. Section 8.4 of the Declaration is hereby amended to replace the reference to “Colorado” with reference to “Utah.”

d. A new Section 8.5 is hereby added to the Declaration as follows:

8.5 Maintenance Allocation Chart. A maintenance allocation chart is attached to this Declaration as Exhibit C, which further defines and clarifies Association and Owner maintenance, repair, and replacement responsibilities. If there is a conflict between the maintenance allocations set forth in this Declaration and Exhibit C, then the allocations set forth in Exhibit C shall control. If a component's maintenance obligation is not specified herein or on Exhibit C or a dispute arises over the interpretation thereof, the maintenance responsibility shall be determined by either (i) during the Period of Administrative Control, Declarant, or (ii) after the expiration of the Period of Administrative Control, the Board of Directors.

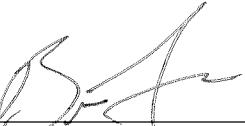
3. Ratification. Except as expressly modified by the provisions of this Amendment, the terms of the Declaration are hereby ratified and re-affirmed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Declarant has executed this Amendment as of the day and year first written above.

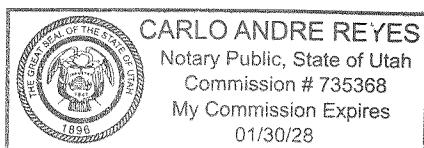
DECLARANT:

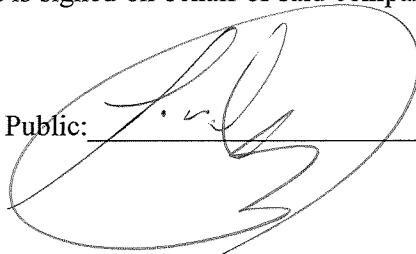
LENNAR HOMES OF UTAH, LLC,
a Delaware limited liability company

By: 
Name: Bryson Fish
Its: Division President

STATE OF UTAH)
COUNTY OF Salt Lake) ss.
)

On the 9th day of April, 2025, personally appeared before me Bryson Fish who by me being duly sworn, did say that she/he is an authorized representative of Lennar Homes of Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public: 

Consented to and agreed:

AG:

TPG AG EHC III (LEN) MULTI STATE 4, LLC,
a Delaware limited liability company

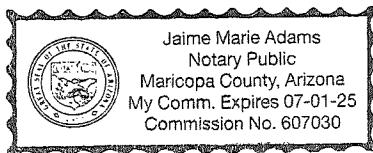
By: Stan Steiner

Name: Steven S. Benson

Its: Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (LEN) Multi State 4, LLC

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 8 day of April, 2025, personally appeared before me Steven S. Benson who by me being duly sworn, did say that she/he is an authorized representative of TPG AG EHC III (LEN) Multi State 4, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Publics

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EXHIBIT C
MAINTENANCE ALLOCATION CHART

ITEM	HOA	UNIT OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item.
A/C Pad & Unit		X	
Address Numbers		X	
Attic		X	
Cable/Satellite TV		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area amenities	X		
Door and Door Frames - exterior		X	Subject to Board approval upon replacement
Door and Door frames - interior		X	
Door Hardware/doorbell		X	
Drains - Living Unit & Limited Common patio/porch		X	
Drains - outside the Living Unit and Limited Common Areas	X		
Drver Vent Cleaning		X	
Electrical Wiring/Panel		X	
Exterior Wall Finishes (Rock/Stucco/Siding/Brick, etc.)		X	
Fences - around rear patio/Limited Common Area		X	If allowed by Association
Fences - Common Area & Project perimeter	X		
Fireplace, Flue, & Vent Pipes - Cleaning & Repair		X	
Floor Coverings		X	
Foundation - Structural		X	
Foundation - Cracks, cosmetic		X	
Front Landing/Porch		X	
Furnace		X	
Garage Doors - repair & replacement (all components)		X	Subject to Board approval upon replacement
Gas Pipes (from meter to inside Living Unit)		X	

Hose Bib/Faucet/Spigot		X	
Hot Water Heater		X	
Insurance Coverage - Property (attached buildings)	X		
Insurance Coverage - HO6 Policy		X	
Insurance Coverage - loss assessment		X	
Insurance Deductible	X	X	Assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.
irrigation Lines / Heads - Common Area yard areas	X		
Landscape - Common Area	X		
Landscape - Enclosed fenced yard area (if allowed)		X	If applicable
Lights - eaves, porch & garage fixtures & bulbs		X	Fixture replacement subject to Board approval
Limited Common Area - patios, porches, decks, stairs & sidewalks, driveways - clean, repair, and replace		X	
Mailbox & Stand/Structure	X		Or USPS as applicable
Mailbox Lock & Key		X	Or USPS as applicable
Paint - exterior wall surfaces and trim finishes		X	
Paint - exterior doors, garage doors, windows		X	
Paint - Interior		X	
Patio Slab		X	
Pest Control Interior & Exterior		X	
Phone Lines		X	
Playgrounds (if any) & Open Space	X		
Plumbing Valves, Pressure Regulator		X	At the point line enters the unit - Owner Before line enters the unit - Association or municipality
Plumbing Main Line		X	At the point line enters the unit - Owner Before line enters the unit - Association or municipality
Plumbing Leak		X	At the point line enters the unit - Owner Before line enters the unit - Association or municipality
Plumbing - clogging/stoppage		X	At the point line enters the unit - Owner Before line enters the unit - Association or municipality
Plumbing Pipes Inside Unit		X	
Rain Gutters - clean-out, repair, replacement		X	Owners shall be responsible to clean gutters, repair and replace
Rain Gutters - drains away from building		X	Owners are responsible to keep drains clear
Roof - leaks, repair & replacement		X	

Screen Doors		X	Must be approved by Board
Sewer pipes & utilities - serving a single Living Unit		X	
Sewer pipes & utilities - to more than one Living Unit	X		Unless handled by municipality or others
Shutters, exterior window trim		X	
Sidewalks and paths	X	X	If shared or used by multiple Units = Association If only serving a single Unit = Owner
Sliding Glass Doors		X	
Snow Removal - Limited Common Areas, driveways, patios, porches, stairs, walkways, & sidewalks on Lots (that are not shared with another Unit)	X	X	All snow in alleys to be removed by the Association.
Snow Removal - private roads & shared sidewalks and walkways (Common)	X		
Storm Drains	X		
Street Lights	X		Unless handled by municipality or others
Streets - private (excluding approach to garage)	X		
Termites, pests, rodents, insects, etc.		X	
Trash	X		If municipality allows
Utility Doors		X	
Vent Covers - exterior		X	
Wall - bearing interior wall		X	
Wall - partition interior wall		X	
Water - culinary		X	Unless collectively metered
Water - Common Area landscape	X		
Weather Stripping		X	
Windows - glass, screens, frames, boxes		X	Subject to Board approval upon replacement
Window Wells		X	Includes the maintenance, repair, and replacement of the window wells and any needed landscaping or weeding within them

** Unless expressly deemed herein to be an Association maintenance obligation or unless expressly assumed by the Association in the sole discretion of the Board, the maintenance obligations shall be fulfilled by Owners. Declarant may unilaterally amend this Exhibit C during the Administrative Control Period.