

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

14145564 B: 11440 P: 9666 Total Pages: 38
08/25/2023 04:14 PM By: VAnguyn Fees: \$836.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Parcel ID Nos.: See Exhibit 3-A

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

(Establishing a Side Yard Easement for Certain Lots in Phase 4)

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 executed 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, and 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.

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 3-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. Non-Exclusive Side Yard Easement For Certain Lots. Without limiting, and in addition to the easements identified in Article 9 of the Declaration, Declarant has determined that certain Lots in Phase 4 of the Neighborhood will be burdened and / or benefitted by a non-exclusive easement over a portion of the side yard of such Lot ("**Side Yard Easement**") and hereby establishes the same. The list of Lots in Phase 4 burdened and / or benefitted by the Side Yard Easement is set forth on Exhibit 3-B attached hereto. The portion of such Lot which is burdened by the Side Yard Easement ("**Side Yard Easement Area**"), will vary from Lot to Lot and will be dependent on various factors including, without limitation, the size and location of the Residence, the size of the Lot, the position and orientation of the Lot, the location of fences on the Lot, etc. Each Side Yard Easement will be an encumbrance on the affected Lot (each, a "**Burdened Lot**") in favor of the Lot adjacent to the Side Yard Easement Area (each, a "**Benefitted Lot**"). Each Side Yard Easement and each Side Yard Easement Area are subject to the following provisions:

a. Scope of Side Yard Easement Area. A depiction of the portion of the typical Lots burdened by Side Yard Easements is shown as the crosshatched area of Exhibit 3-C attached hereto. However, the actual scope, extent, and location of the Side Yard Easement Area for any particular Lot will be determined when Residences are constructed on both the Burdened Lot and the Benefitted Lot and the Declarant installs the fencing for such Residences. The depth of the Side Yard Easement Area will extend from Burdened Lot's rear property line (meaning the alley-side property line), or rear fencing if the Declarant installs rear fencing, up to the fencing installed by Declarant between the Residence on the Burdened Lot and the Residence on the Benefitted Lot. However, in no case will the Side Yard Easement Area extend past the front of the Residence on the Burdened Lot. The width of the Side Yard Easement Area will extend from the property line of the Burdened Lot to the exterior edge of the Residence on the Burdened Lot. The Association shall maintain files showing depictions of the location of each Side Yard Easement Area provided for in this Amendment.

b. Rights of Owner of Benefitted Lot. Except as set forth in this Amendment, and its subparts, the Owner of the Benefitted Lot (“**Benefitted Owner**”) will have the right to treat the Side Yard Easement Area as part of such Benefitted Owner’s own yard and to do all things in such Side Yard Easement Area as are permissible for the Owner to do with respect to such Owner’s own Lot under the Master Declaration, the Declaration, or the Association’s Rules and Regulations.

c. Rights, Duties, and Limitations of Owner of Burdened Lot. The Owner of the Burdened Lot (“**Burdened Owner**”) will have the right to access the Side Yard Easement Area for the limited purposes of maintaining such Burdened Owner’s Residence and any component thereof, including, without limitation, roofing, soffit, fascia, siding, windows, doors, and gutters or downspouts (subject to the drainage limitations set forth below) as required under the Declaration or the Association’s Rules and Regulations. Notwithstanding the foregoing, in performing such maintenance, the Burdened Owner shall not unreasonably interfere with the use and enjoyment of the Side Yard Easement Area by the Benefitted Owner. Further, the Burdened Owner shall promptly restore any damage to the Side Yard Easement Area caused by such Burdened Owner in connection with maintenance of the Residence on the Burdened Lot. The Burdened Owner shall not modify such Owner’s Residence in a manner that expands any portion of the Residence on a Burdened Lot into the Side Yard Easement Area, provided that the eaves, soffit, and fascia of the Residence on a Burdened Lot – as originally constructed by Declarant or the original builder – may extend into the Side Yard Easement Area, but only to the extent of the original design or construction. The Burdened Owner shall not place any fixtures or equipment in the Side Yard Easement Area including, without limitation, any HVAC units not installed by Declarant or the original builder or satellite dishes. The foregoing will not prevent the installation of utility meters within the Side Yard Easement Area if recommended by the applicable utility provider.

d. Drainage. If downspouts or other stormwater drainage systems associated with the Residence on a Burdened Lot – as installed by Declarant or the original builder – discharge stormwater into the Side Yard Easement Area, then the Burdened Lot will be deemed to have the right to continue to discharge water notwithstanding the Side Yard Easement and to maintain downspouts, drain extensions, and other equipment in good and working order. Neither the Burdened Owner nor the Benefitted Owner shall modify the drainage patterns established by Declarant or the original builder without Declarant’s written consent or, after the Period of Declarant’s Control, the written consent of the Board.

e. Specific Restrictions on Use by Benefitted Owner. The Side Yard Easement and use of the Side Yard Easement Area are subject to the restrictions set forth in this paragraph. However, the City or the Master Association may impose stricter requirements and restrictions on the maintenance of the Side Yard Easement Area. The restrictions on the landscaping of the

Side Yard Easement Area forth in this Amendment will be subject to the rules, architectural controls, and landscape guidelines of the Master Association which are applicable to landscape and yard maintenance (collectively, “**Master Association Landscape Rules**”). If the following restrictions conflict in any way with the Master Association Landscape Rules, then the Master Association Landscape Rules will control. Subject to the foregoing, the following restrictions apply to the Side Yard Easement and the Side Yard Easement Area: (i) no plants or trees with a height of three (3) feet or more may be planted within five (5) feet of a Burdened Residence; (ii) no plants or trees may be planted in locations which will unreasonably obstruct the windows of a Residence on a Burdened Lot and no plants or trees within the Side Yard Easement Area, or the limbs or branches thereof, shall be permitted to come in contact with the Residence on the Burdened Lot; (iii) no irrigation, hoses, or sprinklers are permitted within twenty-four (24) inches of the Residence on a Burdened Lot unless the same were installed by Declarant or the original builder in which case the neither Owner may remove such irrigation, hoses, or sprinklers; (iv) no Improvements may be placed within twenty-four (24) inches of the Residence on a Burdened Lot and, in each case, any Improvements within the Side Yard Easement Area must be approved by the ACC, if established; (v) no pools or hot tubs may be placed within the Side Yard Easement Area; (vi) no patio umbrellas or other furnishings may be placed in locations which unreasonably obstruct the windows of a Residence on a Burdened Lot; (vii) no barbeque grills, fire pits, or other heat sources may be used within thirty-six (36) inches of the Residence on the Burdened Lot; (viii) the Benefitted Owner shall not stockpile snow within twenty-four (24) inches of the Residence on the Burdened Lot; (ix) no usage of the Side Yard Easement Area shall interfere with access to utility meters, if any are attached to, or associated with, the Residence on a Burdened Lot; and (x) the Benefitted Owner shall not prevent or restrict access to the Side Yard Easement Area by the Burdened Owner for the purposes allowed under this Amendment, by the Association, or by any utility provider and the Benefitted Owner shall not lock or otherwise obstruct gates associated with the fencing installed by the Declarant. The Association may promulgate Rules and Regulations which contain additional restrictions on the use of a Side Yard Easement Area.

f. Benefitted Owner’s Maintenance Obligations and Access. Each Benefitted Owner shall have the obligation to maintain the Side Yard Easement Area to the extent required under Article 7 of the Declaration as if such Side Yard Easement Area were part of such Benefitted Owner’s Lot. Without limitation, the Benefitted Owner shall maintain in good repair the fencing installed by Declarant to demarcate to the Side Yard Easement Area. In doing so, the Benefitted Owner shall not change the location of such fencing or otherwise alter the boundaries of the Side Yard Easement as designated by Declarant. If a Benefitted Owner fails to perform such maintenance obligations then, in addition to the remedies afforded to the Association under the Declaration, the corresponding Burdened Owner may give written notice to the Benefitted Owner of such failure to perform maintenance obligations and, if the failure is not cured within fifteen (15) days thereafter, the Burdened Owner will have the right to enter

into the Side Yard Easement Area to perform such maintenance. The Burdened Owner will be entitled to reimbursement from the Benefitted Owner for all costs actually incurred in performing such maintenance.

g. Dispute Resolution. If a Burdened Owner or Benefitted Owner believes the other party affected by a Side Yard Easement has failed to comply with the requirements pertaining to the Side Yard Easement Area, the aggrieved Owner shall present the dispute to the Association's Board. The Board, after reasonable notice to the other Owner shall hold a meeting at which the Board shall give both Owners the opportunity to be heard and present evidence regarding the dispute. Following such a meeting, the Board will provide a written decision identifying its decision regarding the dispute and the basis for its findings. Either Owner may challenge the Board's finding by means of binding arbitration between a single arbitrator selected jointly by the affected Owners. Such binding arbitration shall be the sole and exclusive means of challenging the Board's decision.

h. Mutual Indemnification. Each Benefitted Owner shall indemnify each corresponding Burdened Owner from and against any damages, expenses, liabilities, or losses incurred by the Burdened Owner arising from, or related to, the use of the Side Yard Easement Area by the Benefitted Owner, except for damages, expenses, liabilities, or losses caused by the Burdened Owner's own negligence. Each Burdened Owner shall indemnify each corresponding Benefitted Owner from and against any damages, expenses, liabilities, or losses incurred by the Benefitted Owner arising from, or related to, the use of the Side Yard Easement Area by the Burdened Owner, except for damages, expenses, liabilities, or losses caused by the Benefitted Owner's own negligence.

i. Run with the Land as to Burdened Lots and Benefitted Lots. The Side Yard Easements will be perpetual in nature and will run with the land and will be binding on the Owners of Burdened Lots and Benefitted Lots as shown on **Exhibit 3-B.**

j. Only Designated Lots Affected. Notwithstanding any provision of this Amendment to the contrary, the Side Yard Easements and the benefits and burdens identified in this Amendment only apply to those Lots designated as a Burdened Lot or Benefitted Lot in this Amendment or in a similar recorded document or on a subdivision plat.

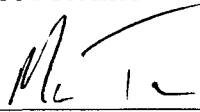
3. Scope of Amendment. Except as specifically modified herein, all terms and conditions of the Declaration, as previously modified, shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Declaration, as previously modified, this Amendment shall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

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

IN WITNESS WHEREOF, Declarant has executed this Amendment on this 21st day of August, 2023.

DECLARANT

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

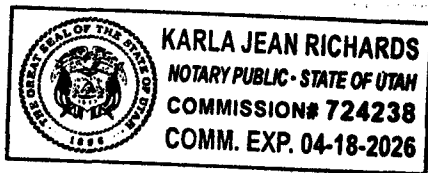
By: 

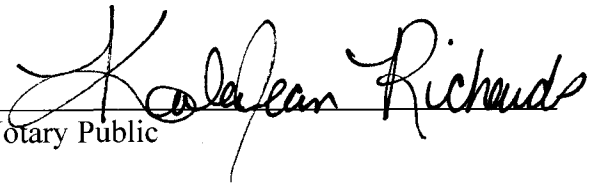
Name: Malcolm Thacker

Title: Assistant Secretary

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21 day of August, 2023 by Malcolm Thacker as the Assistant Secretary of Clayton Properties Group II, Inc.




Notary Public

CONSENTED TO, by Founder on this 17th day of August, 2023.

FOUNDER

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

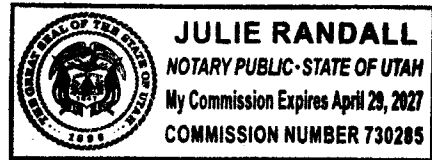
By: LHMRE, LLC,
a Utah limited liability company
Its: Authorized Manager

By: [Signature]
Name: Mike Kunkel
Title: Treasurer

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 17th day of August, 2023 by Mike 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.

[Signature]
Notary Public



730285
April 29, 2027

EXHIBIT 3-A

(Property Description and Parcel Numbers)

Daybreak Village 7 Plat 1:

All of Lots 101 through 165, inclusive, 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 Lots 166 through 291, inclusive, 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 Lots 292 through 357, inclusive, and Lots 364 through 368, and Lots 370 through 375, inclusive, 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 Lots 358 through 369, inclusive, 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 Lots 401 through 527, inclusive, 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

EXHIBIT 3-B

(List of Lots in Phase 4 Benefitted and/or Burdened by Side Yard Easement)

| Comm Abbrev | Lot | Street Address | Burdened | Beneffeited | Neither |
|------------------------|-----|--------------------------|----------|-------------|---------|
| Daybreak Mountain View | 401 | 6111 W. Stone Mount Way | | | X |
| Daybreak Florets | 402 | 6101 W. Stone Mount Way | | X | |
| Daybreak Mountain View | 403 | 6093 W. Stone Mount Way | X | X | |
| Daybreak Florets | 404 | 6089 W. Stone Mount Way | X | X | |
| Daybreak Summits | 405 | 6083 W. Stone Mount Way | X | X | |
| Daybreak Mountain View | 406 | 6077 W. Stone Mount Way | X | X | |
| Daybreak Summits | 407 | 6069 W. Stone Mount Way | X | X | |
| Daybreak Summits | 408 | 6063 W. Stone Mount Way | X | X | |
| Daybreak Mountain View | 409 | 6057 W. Stone Mount Way | X | X | |
| Daybreak Summits | 410 | 6049 W. Stone Mount Way | X | X | |
| Daybreak Summits | 411 | 6043 W. Stone Mount Way | X | X | |
| Daybreak Mountain View | 412 | 6037 W. Stone Mount Way | X | X | |
| Daybreak Summits | 413 | 6027 W. Stone Mount Way | X | X | |
| Daybreak Summits | 414 | 6021 W. Stone Mount Way | X | X | |
| Daybreak Mountain View | 415 | 6013 W. Stone Mount Way | X | | |
| Daybreak Mountain View | 416 | 11674 S. Kitty Hawk Road | | | X |
| Daybreak Mountain View | 417 | 11684 S. Kitty Hawk Road | | | X |
| Daybreak Summits | 418 | 6016 W. Monolith Way | | | X |
| Daybreak Summits | 419 | 6024 W. Monolith Way | X | | |
| Daybreak Summits | 420 | 6032 W. Monolith Way | X | X | |
| Daybreak Mountain View | 421 | 6038 W. Monolith Way | X | X | |
| Daybreak Summits | 422 | 6046 W. Monolith Way | X | X | |
| Daybreak Summits | 423 | 6052 W. Monolith Way | X | X | |
| Daybreak Mountain View | 424 | 6058 W. Monolith Way | X | X | |
| Daybreak Summits | 425 | 6066 W. Monolith Way | X | X | |
| Daybreak Summits | 426 | 6072 W. Monolith Way | X | X | |

| | | | | | |
|------------------------|-----|----------------------------|---|---|---|
| Daybreak Mountain View | 427 | 6078 W. Monolith Way | X | X | |
| Daybreak Summits | 428 | 6089 W. Monolith Way | | X | |
| Daybreak Mountain View | 429 | 6092 W. Monolith Way | | | X |
| Daybreak Summits | 430 | 11691 S. Gannet Way | | | X |
| Daybreak Summits | 431 | 11697 S. Gannet Way | | | X |
| Daybreak Florets | 432 | 11713 S. Gannet Way | | | X |
| Daybreak Florets | 433 | 11721 S. Gannet Way | | X | |
| Daybreak Mountain View | 434 | 6093 W. Monolith Way | | | X |
| Daybreak Mountain View | 435 | 6087 W. Monolith Way | | X | |
| Daybreak Florets | 436 | 6079 W. Monolith Way | X | X | |
| Daybreak Florets | 437 | 6073 W. Monolith Way | X | X | |
| Daybreak Florets | 438 | 6067 W. Monolith Way | X | X | |
| Daybreak Mountain View | 439 | 6061 W. Monolith Way | X | X | |
| Daybreak Mountain View | 440 | 6053 W. Monolith Way | X | X | |
| Daybreak Mountain View | 441 | 6047 W. Monolith Way | X | X | |
| Daybreak Mountain View | 442 | 6037 W. Monolith Way | X | X | |
| Daybreak Florets | 443 | 6031 W. Monolith Way | X | X | |
| Daybreak Mountain View | 444 | 6023 W. Monolith Way | X | X | |
| Daybreak Mountain View | 445 | 6017 W. Monolith Way | X | | |
| Daybreak Mountain View | 446 | 11702 S. Kitty Hawk Road | | | X |
| Daybreak Florets | 447 | 11712 S. Kitty Hawk Road | | X | |
| Daybreak Florets | 448 | 11714 S. Kitty Hawk Road | X | X | |
| Daybreak Florets | 449 | 11722 S. Kitty Hawk Road | X | X | |
| Daybreak Florets | 450 | 11726 S. Kitty Hawk Road | X | X | |
| Daybreak Mountain View | 451 | 11734 S. Kitty Hawk Road | X | X | |
| Daybreak Mountain View | 452 | 11746 S. Kitty Hawk Road | X | | |
| Daybreak Mountain View | 453 | 6012 W. Franciscotti Drive | X | | |

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|------------------------|-----|----------------------------|---|---|---|
| Daybreak Mountain View | 454 | 6018 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 455 | 6026 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 456 | 6032 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 457 | 6038 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 458 | 6046 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 459 | 6052 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 460 | 6058 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 461 | 6064 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 462 | 6072 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 463 | 6078 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 464 | 6084 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 465 | 6088 W. Franciscotti Drive | | X | |
| Daybreak Florets | 466 | 6096 W. Franciscotti Drive | | | X |
| Daybreak Florets | 467 | 11727 S. Gannet Way | X | X | |
| Daybreak Florets | 468 | 11733 S. Gannet Way | X | | |
| Daybreak Mountain View | 469 | 6097 W. Franciscotti Drive | | | X |
| Daybreak Florets | 470 | 6089 W. Franciscotti Drive | | X | |
| Daybreak Florets | 471 | 6083 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 472 | 6077 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 473 | 6069 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 474 | 6063 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 475 | 6057 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 476 | 6049 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 477 | 6041 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 478 | 6033 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 479 | 6023 W. Franciscotti Drive | X | | |
| Daybreak Florets | 480 | 6002 W. Daybreak Parkway | X | | |
| Daybreak Florets | 481 | 6012 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 482 | 6018 W. Daybreak Parkway | X | X | |

| | | | | | |
|------------------------|-----|----------------------------|---|---|---|
| Daybreak Mountain View | 483 | 6028 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 484 | 6038 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 485 | 6044 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 486 | 6052 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 487 | 6058 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 488 | 6064 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 489 | 6072 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 490 | 6078 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 491 | 6084 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 492 | 6092 W. Daybreak Parkway | | X | |
| Daybreak Mountain View | 493 | 6098 W. Daybreak Parkway | | | X |
| Daybreak Florets | 494 | 6108 W. Daybreak Parkway | X | | |
| Daybreak Mountain View | 495 | 6113 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 496 | 6111 W. Franciscotti Drive | | X | |
| Daybreak Florets | 497 | 6109 W. Franciscotti Drive | | | X |
| Daybreak Mountain View | 498 | 6129 W. Franciscotti Drive | | | X |
| Daybreak Florets | 499 | 6127 W. Franciscotti Drive | | X | |
| Daybreak Florets | 500 | 6123 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 501 | 6132 W. Daybreak Parkway | X | | |
| Daybreak Mountain View | 502 | 6144 W. Daybreak Parkway | X | | |
| Daybreak Florets | 503 | 6152 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 504 | 6158 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 505 | 6164 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 506 | 6172 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 507 | 6178 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 508 | 6184 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 509 | 6192 W. Daybreak Parkway | X | X | |

| | | | | | |
|------------------------|-----|----------------------------|---|---|---|
| Daybreak Mountain View | 510 | 6196 W. Daybreak Parkway | X | X | |
| Daybreak Florets | 511 | 6204 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 512 | 6208 W. Daybreak Parkway | X | X | |
| Daybreak Mountain View | 513 | 6218 W. Daybreak Parkway | | X | |
| Daybreak Mountain View | 514 | 6226 W. Daybreak Parkway | | | X |
| Daybreak Mountain View | 515 | 11753 S. Willow Walk Drive | | | X |
| Daybreak Florets | 516 | 11743 S. Willow Walk Drive | | | X |
| Daybreak Mountain View | 517 | 6209 W. Franciscotti Drive | | | X |
| Daybreak Mountain View | 518 | 6201 W. Franciscotti Drive | | X | |
| Daybreak Florets | 519 | 6197 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 520 | 6187 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 521 | 6181 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 522 | 6173 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 523 | 6167 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 524 | 6161 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 525 | 6153 W. Franciscotti Drive | X | X | |
| Daybreak Florets | 526 | 6149 W. Franciscotti Drive | X | X | |
| Daybreak Mountain View | 527 | 6141 W. Franciscotti Drive | X | | |

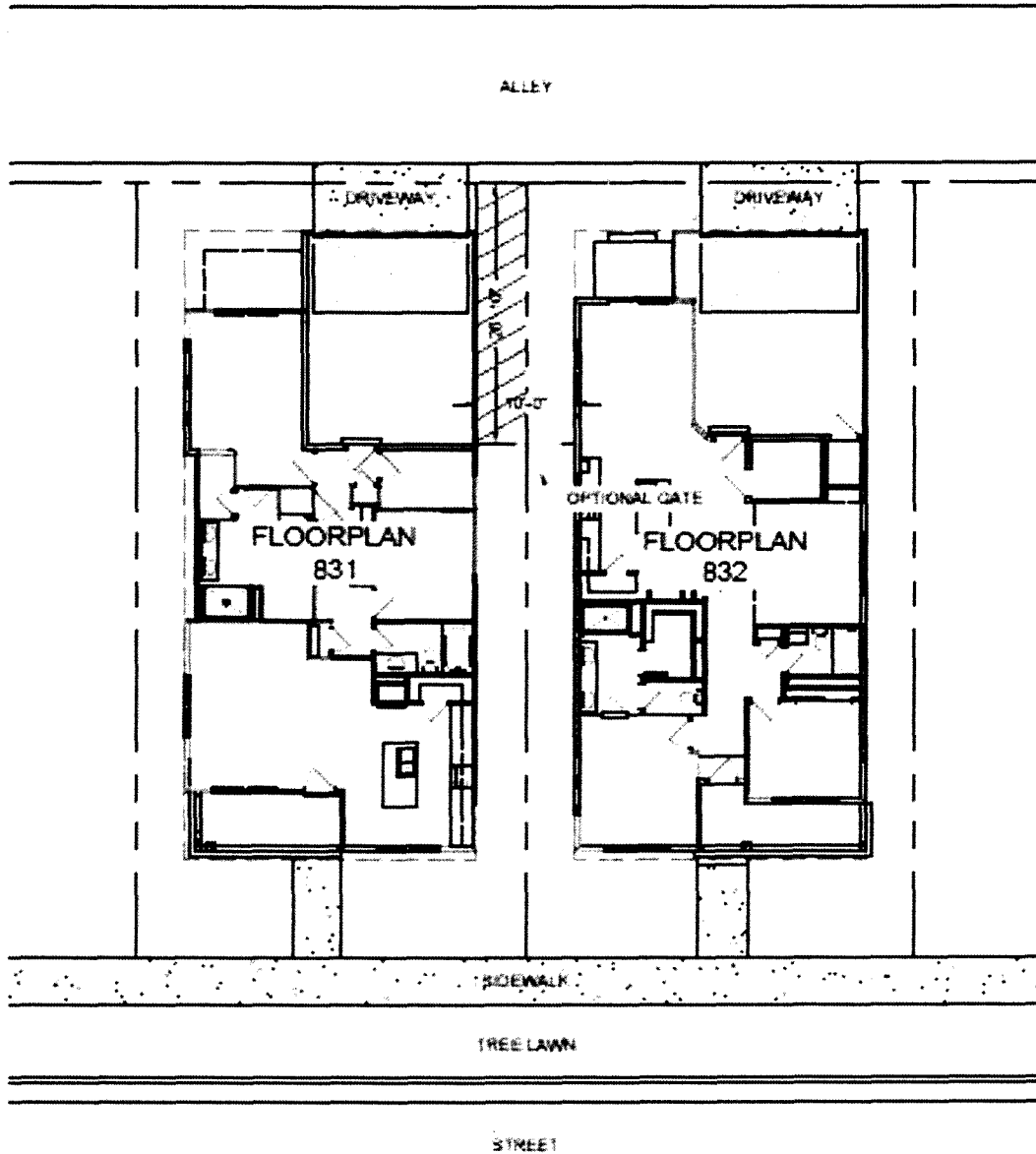
Daybreak Village 7 Plat 4:

All of Lots 401 through 527, inclusive, 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

EXHIBIT 3-C

(Depiction of Typical Side Yard Easement Areas – Shown in Crosshatch – Actual Size and Location May Vary from Lot to Lot)



OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 403 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 12th day of July, 2023.

OWNER(S)

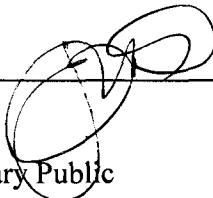
Signature: _____



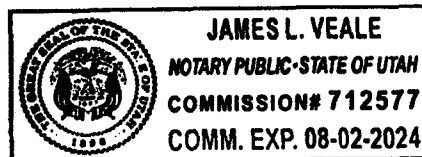
Printed Name: The Shellie Pearson Family Trust Agreement

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12th day of July, 2023 by Shellie Pearson, Signer for The Shellie Pearson Family Trust Agreement.



Notary Public



OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 406 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 14th day of July, 2023.

OWNER(S)

Signature: Cathy Ann Hinshaw

Printed Name: Cathy Ann Hinshaw

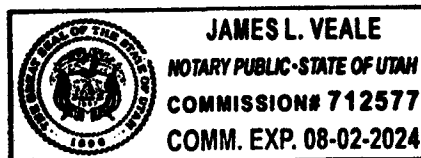
Signature: David Alan Hinshaw

Printed Name: David Alan Hinshaw

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of JULY, 2023 by Cathy Ann Hinshaw and David Alan Hinshaw.

[Signature]
Notary Public



OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) ("**Owner(s)**") of Lot 408 ("**Owner Lot**") within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 1 day of Aug, 2023.

OWNER(S)

Signature: *John Bell Malcolm*

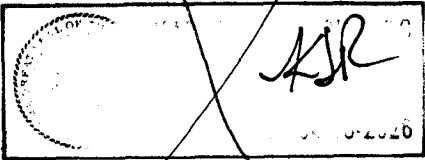
Printed Name: John Bell Malcolm

Signature: *Georgina Louise Malcolm*

Printed Name: Georgina Louise Malcolm


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

The foregoing instrument was acknowledged before me this 1 day of Aug, 2023 by John Bell Malcolm and Georgina Louise Malcolm.

~~~~ *ASR*

Karla Jean Richards

Notary Public

 **KARLA JEAN RICHARDS**
 NOTARY PUBLIC - STATE OF UTAH
 COMMISSION# 724238
 COMM. EXP. 04-18-2026

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 409 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

- 1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
- 2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 14 day of July, 2023.

OWNER(S)

Signature: [Handwritten Signature]

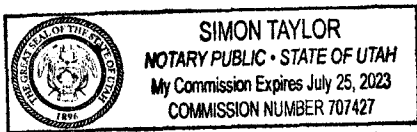
Printed Name: John Preston Brown

Signature: [Handwritten Signature]

Printed Name: _____

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of July, 2023 by John Preston Brown.



707427
July 25, 2023

[Handwritten Signature]

Notary Public

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 411 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

- 1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
- 2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 14 day of July , 2023.

OWNER(S)

Signature: *Angalene Diane Finlay*

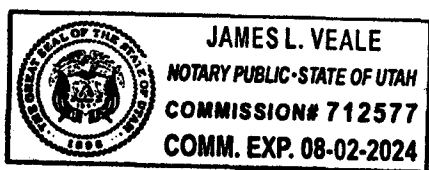
Printed Name: **Angalene Diane Finlay**

Signature: _____

Printed Name: _____

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of July , 2023 by **Angalene Diane Finlay** .



 [Signature]
Notary Public

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 413 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 1 day of Aug, 2023.

OWNER(S)

Signature: Donna Kneeland

Printed Name: Donna L. Kneeland.

Signature: Bruce F. Kneeland

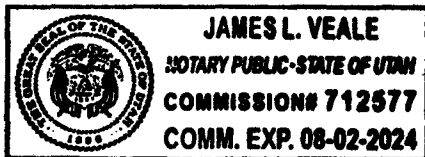
Printed Name: Bruce F. Kneeland

STATE OF UTAH)

ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1 day of Aug, 2023 by Donna L. Kneeland and ~~Moana Patrice Jacobson.~~ BRUCE F. KNEELAND



[Signature]
 Notary Public

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) ("Owner(s)") of Lot 414 ("Owner Lot") within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

- 1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
- 2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 14 day of July, 2023.

OWNER(S)

Signature: *Jason Wayne Herlevi*

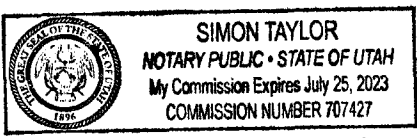
Printed Name: Jason Wayne Herlevi

Signature: *Kyoko Herlevi*

Printed Name: Kyoko Herlevi

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of July, 2023 by Jason Wayne Herlevi and Kyoko Herlevi.



707427

Simon Taylor

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 419 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 14 day of JULY, 2023.

OWNER(S)

Signature: *Robert C. Halter*

Printed Name: Robert Charles Halter

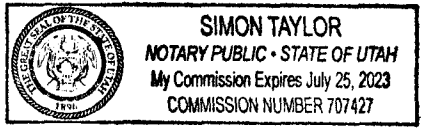
Signature: _____

Printed Name: _____

STATE OF UTAH)
 ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of July, 2023 by Robert Charles Halter.

[Signature]



Notary Public

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) ("Owner(s)") of Lot 422 ("Owner Lot") within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 31 day of July, 2023.

OWNER(S)

Signature: *John Todd Weber*

Printed Name: John Todd Weber

Signature: *Michele Geist Weber*

Printed Name: Michele Geist Weber

STATE OF UTAH)
COUNTY OF Salt Lake ^{SS.}

The foregoing instrument was acknowledged before me this 31 day of July, 2023 by John Todd Weber and Michele Geist Weber.



Karla Jean Richards

OWNER ACKNOWLEDGMENT

With respect to the foregoing Amendment, the undersigned is / are the record owner(s) (“Owner(s)”) of Lot 423 (“Owner Lot”) within the Neighborhood. The undersigned does / do hereby acknowledge and agree as follows:

1. The Owner Lot is benefitted and/or burdened by the Side Yard Easement as described in the foregoing Amendment.
2. The Owner(s) agree to the terms of the foregoing Amendment and agree to comply with the restrictions and obligations pertaining to Burdened Owners and/or Benefitted Owners as applicable.

Dated this 21 day of July, 2023.

OWNER(S)

Signature: Linda Sue Weimer

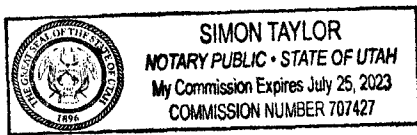
Printed Name: Linda Sue Weimer

Signature: James Richard Weimer

Printed Name: James Richard Weimer

STATE OF UTAH)
 SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21 day of July, 2023 by Linda Sue Weimer and James Richard Weimer.



Simon Taylor

