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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 14 P.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
VP Daybreak Operations LLC
11248 Kestrel Rise Road, Suite 201
South Jordan, Utah 84009
Attention: Ty McCutcheon

1939046 JM

Trax ID: 26-23-121-001, 26-23-122-001 &
26-23-201-001

(Space Above for Recorder's Use Only)

**NOTICE OF RENTAL CONDITIONS AND FUTURE SUBJECTION OF MASTER
RESIDENTIAL DECLARATION**

NOTICE IS HEREBY GIVEN THAT VP DAYBREAK INVESTCO 1 LLC, a Utah limited liability company, **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (collectively, "**Daybreak**"), and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company ("**AMH**"), have entered into that certain Purchase and Sale Agreement and Escrow Instructions dated September 9, 2019 (as amended and assigned, to date, the "**Purchase Agreement**"), regarding certain real property more particularly described in the Purchase Agreement (the "**Property**"). Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

AMH intends to construct or has constructed certain Residences (the "**Residences**") within the Property, which Property is more particularly described as follows:

SEE EXHIBIT "A"

Daybreak and AMH agree that the following terms and conditions shall apply to the Property:

1. The Property is and shall be subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as amended and supplemented from time to time, the "**Master Commercial Declaration**") and the Covenant for Community for Daybreak, recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at page 7722 (as amended and supplemented from time to time, the "**Covenant**").

2. Notwithstanding anything in the Master Commercial Declaration or Covenant to the contrary, the parties agree that the following provisions related to operating the Residences as rental properties shall apply and that in the event of a conflict between any provision of the Master Commercial Declaration or the Covenant, on the one hand, and this instrument, on the other than, the terms of this instrument will control:

a. AMH is permitted to operate the Residences as rental properties on such terms and conditions as AMH deems appropriate (the "**Permitted Use**"); provided AMH adheres to the Community-Wide Standard (as defined in the Master Commercial Declaration), but not any specific Community-Wide Standard which restricts, limits, or

otherwise prevents the operation of rental properties by AMH, its successors or assign, for so long as the Residences are subject to the Master Commercial Declaration.

b. Neither Daybreak, nor the Association (as defined in the Master Commercial Declaration), nor the Community Council (as defined in the Master Commercial Declaration), nor any other entity will have the right to screen or otherwise approve any of AMH's tenants; provided AMH adheres to commercially reasonable, lawful, and non-discriminatory screening standards.

c. During the period of time in which AMH operates the Residences as rental properties, any future modifications or amendments to the Master Commercial Declaration which materially adversely affect the Permitted Use of the Property will not be enforceable against the Property or AMH without AMH's consent.

d. Notwithstanding any provision of the Architectural Guidelines, as referenced in Section 5.3 of the Master Commercial Declaration, or any regulation of the Architectural Review Committee to the contrary, AMH may display reasonable "For Lease" or "For Rent" signage for the Property; provided, however, that (i) AMH submits its proposed template signage to the Architectural Review Committee for approval prior to posting any such signage; and (ii) such signage complies with the Architectural Guidelines. Yard signs constructed of durable materials substantially similar to the form which AMH submitted to Daybreak on November 6, 2019 (shown below), are hereby approved for use in the Property. Without limiting the foregoing, AMH may maintain standard "For Lease" or "For Rent" yard signs placed within the private yard of each individual property and not within any common areas or parcels not owned by AMH their successors or assigns, not to exceed twenty (20) such yard signs being displayed within the Property at any given time.



3. At any time any Residence is conveyed to an individual residential homeowner/purchaser, the parties will withdraw the Lot on which such Residence is constructed from encumbrance by the Master Commercial Declaration and shall record a supplement to the Community Charter for Daybreak, recorded on February 27, 2004, recorded on February 27,


2004, as Entry No. 8989518, in Book 8950, beginning at Page 7784, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No. 11082445 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in the Salt Lake County Recorder's Office (as amended and supplemented from time to time, the "**Charter**"), subjecting the Residence to the Charter, in the form attached hereto as *Schedule 1*. The Residence shall remain subject to the Covenant.

4. Except in the case of a sale of a Residence to an individual residential homeowner/purchaser, as provided for above, the provisions of this Notice will be binding on and inure to the benefit of the parties and their successors and assigns.

[Signatures on Following Page]

[AMH Development – Notice of Rental Conditions – Builder Signature Page (cont.)]

AMH DEVELOPMENT, LLC,
a Delaware limited liability company

By: 
Name: Jordan Kushner
Its: Vice President - Counsel

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

On _____, 2019, personally appeared before me, a Notary Public,
_____, the _____ of **AMH Development, 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 he executed the above instrument on
behalf of **AMH Development, LLC**, a Delaware limited liability company.

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

Deattached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

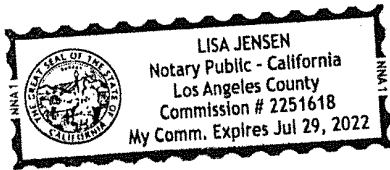
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 1/6/2020, before me, Lisa Jensen, Notary Public,
personally appeared Jordan Kushner

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Notice of Rental Conditions

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: same

EXHIBIT A

LEGAL DESCRIPTION OF VP DAYBREAK INVESTCO PROPERTY

Daybreak South Mixed Use Plat 1

Beginning at the North Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point being South 89°56'03" East 7936.067 feet along the Daybreak Baseline South (Being South 89°56'03" East 21225.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 5281.288 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°58'54" East 25.862 feet along the North Line of the Northeast Quarter of said Section 23 to the West right-of-way line of Trocadero Avenue; thence along said West right-of-way line the following (3) courses: 1) South 211.912 feet to a point on a 532.000 foot radius tangent curve to the left, (radius bears East, Chord: South 16°46'44" East 307.157 feet); 2) along the arc of said curve 311.591 feet through a central angle of 33°33'29"; 3) South 33°33'29" East 150.281 feet to the Northerly right-of-way line of South Jordan Parkway; thence along said Northerly right-of-way line South 54°38'21" West 1002.300 feet to the Easterly right-of-way line of Kitty Hawk Road and a point on a 1170.000 foot radius non tangent curve to the right, (radius bears North 57°29'24" East, Chord: North 16°15'18" West 654.998 feet); thence along said Easterly right-of-way line the following (2) courses: 1) along the arc of said curve 663.868 feet through a central angle of 32°30'36"; 2) North 455.648 feet to the North right-of-way line of Copperhawk Drive; thence along said Copperhawk Drive West 11.500 feet to the West Line of Lot Z107 of the VP Daybreak Operations-Investments Plat 1; thence along said West Line North 126.510 feet to the North Line of the Northwest Quarter of said Section 23; thence along said North Line North 89°58'44" East 814.638 feet to the point of beginning.

Property contains **19.641 acres**.

LEGAL DESCRIPTION OF VP DAYBREAK OPERATIONS PROPERTY

Daybreak South Mixed Use Plat 1

Beginning at a point on the North Line of the Northwest Quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being the Northeast Corner of Lot Z106 of the VP Daybreak Operations-Investments Plat 1, said point lies South 89°58'44" West 814.638 feet along the Section Line from the North Quarter Corner of Section 23 of said Township and Range and running thence along said Lot Z106 South 126.510 feet to a Northerly Line of Daybreak Village 8 Plat 6 subdivision; thence along said Daybreak Village 8 Plat 6 subdivision the following (2) courses: 1) West 36.500 feet; 2) North 126.496 feet to said North Line of the Northwest Quarter of Section 23; thence along said North Line of the Northwest Quarter of Section 23 North 89°58'44" East 36.500 feet to the point of beginning.

Property contains **0.106 acres**, 4617 square feet.

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Daybreak South Mixed Use Plat 1

Beginning at a point on the North Line of the Northwest Quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being the Northeast Corner of Lot Z106 of the VP Daybreak Operations-Investments Plat 1, said point lies South 89°58'44" West 814.638 feet along the Section Line from the North Quarter Corner of Section 23 of said Township and Range and running thence along said Lot Z106 South 126.510 feet to a Northerly Line of Daybreak Village 8 Plat 6 subdivision; thence along said Daybreak Village 8 Plat 6 subdivision the following (2) courses: 1) West 36.500 feet; 2) North 126.496 feet to said North Line of the Northwest Quarter of Section 23; thence along said North Line of the Northwest Quarter of Section 23 North 89°58'44" East 36.500 feet to the point of beginning.

Property contains **0.106 acres**, 4617 square feet.

Schedule 1

**AMENDMENT TO SUPPLEMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE**

(WITHDRAWING CERTAIN LAND – [INSERT LOT AND PLAT INFORMATION])

AND

**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
SUBMITTING ADDITIONAL PROPERTY
([INSERT LOT AND PLAT INFORMATION])**

AND

EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1

THIS AMENDMENT TO SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE (WITHDRAWING CERTAIN LAND – [INSERT LOT AND PLAT INFORMATION]) AND SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK SUBMITTING ADDITIONAL PROPERTY ([INSERT LOT AND PLAT INFORMATION]) AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “Supplement”) is made as of _____, 20 ____, by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, as declarant (“**Declarant**”) under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as amended and supplemented from time to time, the “**Master Commercial Declaration**”), and as successor to “**Founder**” under the Community Charter for Daybreak, recorded on February 27, 2004, as Entry No. 8989518, in Book 8950, beginning at Page 7784 (as amended from time to time, the “**Charter**”), and is consented to by **AMH DEVELOPMENT, LLC**, a Delaware limited liability company (“**AMH**”).

RECITALS:

- A. Declarant’s predecessor executed and recorded the Master Commercial Declaration, which documents collectively govern certain commercial aspects and uses of a portion of the master planned community development commonly known as “*Daybreak*” located in South Jordan, Utah. Declarant’s predecessor also executed and recorded the Charter, which documents collectively govern certain other aspects and uses of a portion of *Daybreak*.
- B. Pursuant to that certain Supplement to Community Charter for Daybreak Creating Service Area (Telecommunications Service Area No. 1), recorded on March 23, 2006, as Entry No. 9671594, in Book 9270, beginning at Page 4287 (the “**Telecommunications Service Area Supplement**”), Declarant’s predecessor created the Telecommunications Service Area No. 1 (the “**Telecommunications Service Area**”).

Schedule 1

- C. Declarant previously subjected certain property legally described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”) to the Master Commercial Declaration. AMH is the fee simple owner of the Property.
- D. Declarant and AMH now desire to (i) withdraw the Property from the Master Commercial Declaration, as the terms, conditions, covenants and restrictions thereof now exist or may hereafter be amended, as an encumbrance on title to the Property, (ii) submit the Property to the Charter, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended, and (iii) expand the boundaries of the Telecommunications Service Area to include the Property.

NOW, THEREFORE, Declarant hereby declares the following:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Master Commercial Declaration and/or Charter.
2. **Withdrawal of Property and Release of Encumbrance of Declaration on Property.** Pursuant to the Master Commercial Declaration, Declarant hereby withdraws the Property from the Master Commercial Declaration; and Declarant hereby releases the Property from the encumbrance of the Master Commercial Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges and liens set forth in the Master Commercial Declaration. AMH hereby consents to the withdrawal of the Property from the Master Commercial Declaration. From and after the recordation of this Supplement, the Property shall be held, transferred, sold, conveyed and occupied without encumbrance of the Master Commercial Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges, and liens set forth therein.
3. **Submission to Charter and Covenant.** Pursuant to Section 16.1 of the Charter, Declarant hereby submits and subjects the Property to the Charter, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. AMH hereby consents to the submission of the Property to the Charter.
4. **Expansion of Telecommunications Service Area.** Pursuant to the Telecommunications Service Area Supplement and Section 3.4 of the Charter, Declarant hereby expands the boundaries of the Telecommunications Service Area to include the Property and hereby designates each Residential Unit located within the Property, or that may in the future be located within the Property, to the Telecommunications Service Area, including all applicable terms, conditions, rules, assessments, liens, charges, and regulations associated with such Telecommunications Service Area (in accordance with the terms of the Charter).
5. **Full Force and Effect.** Notwithstanding Declarant’s withdrawal of the Property from the encumbrance of the Master Commercial Declaration, the Master Commercial Declaration itself (and the Charter, as supplemented hereby, respectively), shall remain in full force and effect.

6. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated herein by this reference.

[Signatures on the Following Page]

IN WITNESS WHEREOF, as of this _____, 20__, Declarant has executed this Supplement, and AMH has consented to the same.

Declarant:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: _____
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On _____, 20__, personally appeared before me, a Notary Public, Ty McCutcheon, President & CEO of Daybreak Communities LLC, the Project 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 he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

[SEAL]

Schedule 1

AMH:

AMH DEVELOPMENT, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

On _____, 20 __, personally appeared before me, a Notary Public,
_____, the _____ of AMH Development, LLC, personally known or proved
to me to be the person whose name is subscribed to the above instrument who acknowledged to
me that he executed the above instrument on behalf of AMH Development, LLC.

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____