

Tax Parcel No.:

26-23-165-005

14022334 B: 11375 P: 6755 Total Pages: 4
09/28/2022 01:07 PM By: ggasca Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: STEWART TITLE OF UTAH
6955 S UNION PARK CTR STE 100MIDVALE, UT 840476516

WHEN RECORDED RETURN TO:

The Daybreak Community Association,
Attn: Community Manager,
11274 S. Kestrel Rise Road, Suite F,
South Jordan, UT 84009

Space above for County Recorder's Use

Affidavit of Occupancy

Amendment no. 3 of the Community Charter for Daybreak filed for record on March 13, 2007, and recorded as Entry 10031889 in Book 9434, Page 6476-6495, and Covenants, Conditions states: No Unit purchased after March 13, 2007 may be leased until the Unit has been occupied by the Owner for a continuous period of 12 months; and until satisfactory documentation of such continuous occupancy has been provided to and approved by the Board or the Association's managing agent. This requirement is not applicable to an appropriately permitted internal accessory dwelling unit.

Except for the exceptions as described in the attached **Exhibit "A"**, any sale, lease or other transfer by the Owner(s) by which Owner(s) either fails to occupy the property as Owner's principal or secondary residence for the occupancy period or transfers title to the property prior to the occupancy period, shall constitute a material breach of the Affidavit of Occupancy. In the event of such breach, Owner of the property described in **Exhibit "B"** shall pay to the Daybreak Community Association or its designee, liquidated damages in the stipulated amount of Twenty-Five Thousand Dollars (\$25,000.00)

Owner's signature below shall be notarized, and this Affidavit shall not constitute a lien, but shall provide actual and constructive notice of the terms of this Affidavit of Occupancy.

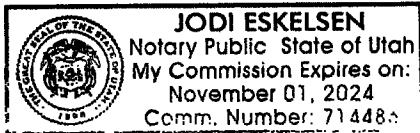
Agreed and acknowledged:

[Signature(s) on the following page]

Matthew Brent Talley 09/28/2022
Owner Date

On this 28 day of 09, in the year of 2022 before me, a Notary Public in and for said state, personally appeared Matthew Brent Talley proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument and Acknowledged (he/she) executed the same. Witness my hand and official seal.

_____ executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written

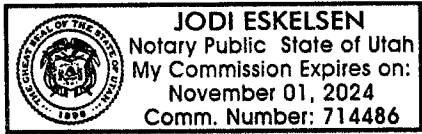


Jodi Eskelsen
Notary Public

Monica Alise Talley 9/28/2022
Owner Date

On this 28 day of 09, in the year of 2022 before me, a Notary Public in and for said state, personally appeared Monica Alise Talley proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument and Acknowledged (he/she) executed the same. Witness my hand and official seal.

_____ executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written



Jodi Eskelsen
Notary Public

THE COMPLETED ORIGINAL FORM WITH SIGNATURE(S) MUST BE RETURNED TO CCMC ALONG WITH A COPY OF THE DEED: The Daybreak Community Association, Attn: Community Manager, 11274 S. Kestrel Rise Road, Suite F, South Jordan, UT 84009

EXHIBIT "A"

The following events shall be deemed to constitute exceptions under which the Owner may transfer, sell, assign, convey, or lease (collectively a "Transfer") its rights, title and interest in the Property prior to occupancy and holding title to the Property for the Occupancy period:

1. A transfer resulting from the death of the Owner;
2. A transfer by Owner where the spouse of Owner becomes the only co-owner of the Property with the Owner;
3. A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
4. A transfer by Owner into a revocable inter vivos trust in which the Owner is a beneficiary;
5. A transfer because permanent (more than six months) employment related relocation of Owner or Owner's spouse (where Owner is not self-employed) necessary to accommodate a mandatory job transfer required by Owner's employer to at least 60 miles from the property location;
6. A transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
7. A transfer necessitated by a medical financial emergency , proof of which emergency has been delivered to Owner;
8. An Owner, or Owners of the same Unit, who engage in charitable or humanitarian service with a non-profit charitable or humanitarian organization at a location that is at least sixty (60) miles from the Unit for the period of the Owner's, or Owners' engagement with the organization;
9. A transfer which, in the reasonable judgment of the Association, should constitute an "exception" situation consistent with the intentions of this Affidavit and exhibit "A".

EXHIBIT "B"
LEGAL DESCRIPTION

File No.: 1774412

Lot 230 of that plat map entitled "DAYBREAK VILLAGE 8 PLAT 8 AMENDING LOTS Z105 & Z106 OF THE VP DAYBREAK OPERATIONS INVESTMENTS PLAT 1 ALSO AMENDING LOTS M-101 & M-102 OF THE DAYBREAK VILLAGE 8 PLAT 5A SUBDIVISION" according to the Official Plat thereof as recorded in the Office of the Salt Lake County Recorder, State of Utah.

Tax ID No. 26-23-165-005 (shown for informational purposes only)