

**Tax Parcel No.:**  
[Parcel ID No] 26-22-131-011

**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.

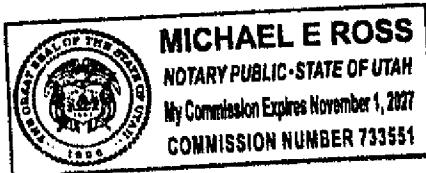
Agreed and acknowledged:

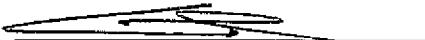
[Signature(s) on the following page]

Jennifer Johnson 12/7/23  
Owner Date

On this 7 day of December, in the year of 2023 before me, a Notary Public in and for said state, personally appeared Jennifer Lynn Johnson, 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.

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



A handwritten signature of the notary public.

Notary Public

Owner Date

On this    day of   , in the year of 20   before me, a Notary Public in and for said state, personally appeared   , 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

A handwritten signature of the notary public.

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".

MTC File No. 335328

**Exhibit "B"**

Lot 285, Daybreak Village 12A Plat 3, Amending Lot V5, of the Kennecott Master Subdivision #1 Amended, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ID: 26-22-131-011