

**When Recorded Return To:**

Daybreak Community Association  
11248 South Kestrel Rise Road, Suite 201  
South Jordan, UT 84009

**Record Against Real Property  
Identified on Exhibit A**

**SECOND SUPPLEMENT TO  
COMMUNITY CHARTER FOR DAYBREAK  
ESTABLISHING AND/OR EXPANDING SERVICE AREA  
FOR  
HEIGHTS PARK TOWNHOMES BENEFITED SERVICE AREA**

THIS SECOND SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK ESTABLISHING AND/OR EXPANDING SERVICE AREA FOR HEIGHTS PARK TOWNHOMES BENEFITED SERVICE AREA (this "Second Supplement") is made by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (the "Founder"), pursuant to that certain Community Charter for Daybreak recorded as Entry No. 8989518 in Book No. 8950 Page No. 7784-7908 in the Office of the County Recorder, Salt Lake County, Utah, as subsequently amended and supplemented from time to time (collectively, the "Charter"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Charter.

**RECITALS**

- A. WHEREAS, Founder is the founder of the Daybreak Community;
- B. WHEREAS, pursuant to Section 3.4 of the Charter, Founder may designate Service Areas and assign Units to a particular Service Area in a Supplement;
- C. WHEREAS, pursuant to Section 3.4 of the Charter a Supplement to the Charter may be recorded by Founder to establish and or designate Units that share Limited Common Areas or receive special benefits or services from Daybreak Community Association, Inc., a Utah nonprofit corporation (the "Association") that it does not provide to all Units within the Community;
- D. WHEREAS, pursuant to Section 3.4 of the Charter, during the Development and Sale Period, the Founder may unilaterally record a Supplement to the Charter to create or change Service Area Boundaries;
- E. WHEREAS, on August 27, 2019, a Supplement to Community Charter for Daybreak Establishing and/or Expanding Service Area for Heights Park Townhomes Project was recorded with the Salt Lake County Recorder's office as Entry No. 13060137 (the "First Supplement");
- F. WHEREAS, Sego Daybreak #15, LC, a Utah limited liability company ("Builder") is the builder and owner of that certain portion of the residential real property covered by the Charter (i.e.: those certain lots) described in Exhibit A, attached hereto and incorporated herein by this

reference (collectively, the “**Builder Property**”), which Builder Property and related common areas are being developed by Builder as part of the Heights Park Townhome project; and

G. WHEREAS, Founder, with the consent of Builder, through this Second Supplement desires to expand such Heights Park Townhomes Service Area within the Project, as duly authorized by Section 3.4 by the Charter, and impose additional covenants, conditions, restrictions and reservations of easements thereon in addition to those set forth in the Charter.

NOW, THEREFORE, pursuant to the express authority set forth, and reserved unto Founder, in the Charter, Founder hereby unilaterally executes this Second Supplement and declares as follows:

1. **SERVICE AREA DESIGNATION.** By this Second Supplement, that portion of the Project described in Exhibit A attached hereto is hereby designated and established, or expanded, as a “Service Area” under the Charter and such “Service Area” shall be known as: Heights Park Townhomes Service Area (the “**Service Area**”). The Service Area may be further expanded from time to include additional phases of the Heights Park Townhomes Service Area.
2. **SUPPLEMENT TO GOVERNING DOCUMENTS.** In addition to this Second Supplement, the Service Area shall be submitted to and governed by the terms of the Charter and other Governing Documents and shall be subject to all expenses, covenants, conditions, restrictions, and reservations of easements therein. The provisions of this Second Supplement shall supplement the provisions of the Charter and other Governing Documents, and in the event of a conflict, the terms and provisions of this Second Supplement shall control. Nothing herein contained shall be construed to relieve any Owner or Unit within the Service Area from the conditions, covenants, and restrictions contained in the Governing Documents, or as limiting or preventing any rights of enforcement granted or available to the Association or by virtue thereof.
3. **COMMON ELEMENTS.** The Common Elements shall be reserved for the use and benefit of the Owners and residents of the Units within the Service Area. Pursuant to Sections 6.3 and 12.1 of the Charter, the Association shall maintain, and be responsible for repairing and replacing, all Common Elements assigned to the Service Area as a Service Area Expense. Upon completion of construction of the applicable Common Elements, title to the Common Elements shall be conveyed to the Association, free and clear of all liens and encumbrances. Those necessary steps may include, without limitation, preparation and execution of any documents and/or deeds relating to the Common Elements, which deeds or other documents shall be in form and substance reasonably acceptable to the Association. The term “**Common Elements**” as used herein means all personal and real property, other than Units, owned by the Association for the use and enjoyment of the Owners and residents of the Units within the Service Area and their guests and invitees, and are more particularly described in Exhibit B attached hereto.
  - (a) ***Owner’s Easement of Enjoyment.*** Each Owner and resident of a Unit within the Service Area, and their permitted guests and invitees, is hereby granted a right and easement of enjoyment of the Common Elements consistent with other Common Elements easements contained in Section 13.1 of the Charter and such easement shall be appurtenant to and shall pass with title to every Unit subject to the terms of the Charter and any Rules established by the Association.

- (b) **Limited Common Areas.** Certain portions of the Common Elements which are Limited Common Areas or those which are primarily for the use or primary benefit of less than all Units in the Service Area, as stated in Section 3.1 of the Charter.
- (c) **Delegation of Enjoyment.** Any Owner may delegate, in accordance with the Governing Documents, his or her rights of enjoyment to the Common Elements to the members of his or her family, social invitees, and tenants or contract purchasers of the applicable Unit, subject to reasonable regulations and procedures established by the Board.
- (d) **Limitation on Construction.** No person other than Founder or the Association or its duly authorized agents or delegates shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation from any Common Elements.
- (e) **Owner's Liability for Damages to Common Elements.** Each Owner shall be legally liable to the Association for all damages to the Common Elements or to any improvements thereof or thereto, including, but not limited to, curbs, sidewalks, paved surfaces, lighting, any buildings and landscaping, caused by such Owner, his or her licensees, pets, guests, licensee, or any occupant of such Owner's Unit, as such liability may be determined under Utah law. If the Association makes an insurance claim to rectify damages to Common Elements, though the Association shall not be required to do so, and a repair of the Common Elements is considered a claim covered by the Association's insurance, the Owner responsible for such damage shall also be responsible to pay the Association's insurance deductible. In the event that the cost to repair damages to Common Elements does not exceed the Association's deductible amount, it is the Owner's responsibility, in conjunction with the Owner's personal insurance, to pay the cost to repair the damage to the Common Elements.
- (f) **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Service Area designed to make the Service Area safer than it otherwise might be. Neither the Association (including the Board) nor Founder nor its affiliates shall in any way be considered insurers or guarantors of security within the Service Area, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of (i) failure to provide adequate security, or (ii) ineffectiveness of security measures undertaken, or (iii) inability of emergency access vehicles to access the Service Area. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Service Area cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands and covenants to inform all residents of its Unit, and their respective families and invitees, that neither the Association (including the Board) nor all other person involved with the governance, maintenance, and management of the Project, including Founder nor its affiliates, are insurers of safety or security within the Service Area. All Owners and residents, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, Units, and the contents of Units, and further acknowledge that neither the Association (including the Board), nor Founder

and its affiliates have made representations or warranties regarding any entry gate, patrolling of the properties, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the Service Area, as applicable. All Owners and residents, and their respective families, guests, and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

4. **COMMON BENEFITS.** The Common Benefits shall be reserved for the use and benefit of the Owners and residents of the Units within the Service Area. Pursuant to the Charter and this Second Supplement, the Association shall provide the Common Benefits assigned to the Service Area as a Service Area Expense. The term "**Common Benefits**" as used herein means those additional benefits and services, excluding the Common Elements, provided by the Association to the Units within the Service Area that the Association does not provide to Units outside the Service Area, and are more particularly described in Exhibit C attached hereto.
5. **SERVICE AREA EXPENSES.** Subject to the Charter and this Second Supplement, and in addition to other expenses, identified in the Charter and in this Second Supplement or its exhibits, if any, the expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of the Common Elements and Common Benefits now or hereafter assigned to the Service Area for which the Association has such responsibility shall be "**Service Area Expenses**", as well as any other amounts that are allowed as Service Area Expenses under Section 12.1 (b) of the Charter for which the Owners of Units within the Service Area shall be responsible. In addition, all Service Area Expenses shall be assessed to the applicable Units as a "**Service Area Assessment**" as provided for in Chapter 12 of the Charter. The Association shall prepare an annual Service Area budget for the estimated Service Area Expenses in accordance with Section 12.2. of the Charter. Generally, religious organizations are exempt from Service Area Assessments when property owned by that religious organization is utilized solely as a house of worship; however, any residential unit owned by a religious organization not being utilized solely as a house of worship shall be subject to Service Area Assessments.
6. **RESERVE FUNDING.** The Service Area shall maintain a reasonable reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area. Reserve funds may be collected as part of the regular Service Area Assessments. Reserve funds shall be deposited in a separate account. Both the reserve contribution and the reserve fund balance shall be funded, at no less than 70% funding level in the most current reserve study. The Service Area shall cause a reserve analysis to be conducted and regularly updated a minimum of once every two years. The reserve analysis report shall be prepared by a person or persons with (1) experience in current building technologies, (2) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, but subject to the discretion of the Board in determining that the qualifications have otherwise been met by one person, two people shall prepare the reserve study, an architectural consultant who will perform a property condition assessment and a reserve study professional who will utilize the property condition assessment and prepare the reserve study. The reserve analysis shall, at a minimum, determine the need for and appropriate amounts of a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas that have a useful life of three years or more. The reserve studies and

updates shall project a minimum of thirty (30) years into the future. Notwithstanding the foregoing, pursuant to Utah Code § 57-8a-211(10), during the Development Sale Period no reserve analysis is required.

7. **COMMON EXPENSES AND SPECIAL EXPENSES.** In addition to and not in limitation of the Service Area Expenses, Units within the Service Area shall also be subject to the Common Expenses, Special Assessments, and other expenses and assessments authorized by the Charter.
8. **PERSONAL OBLIGATION.** All Service Area Assessments are a personal obligation as are any other assessments levied by the Association. All the rights and responsibilities contained in the Governing Documents, including methods of collection, of Association assessments are applicable to Service Area Assessments, including the personal nature of the obligation to pay all Service Area Assessments.
9. **ADDITIONAL COVENANTS.** The Service Area shall be subject to the additional covenants, conditions, restrictions and reservations of easements set forth in **Exhibit D** attached hereto, if any, and such additional covenants, restrictions, and easements shall be binding upon the Owners, residents, and guests of Units within the Service Area, in addition to the terms of the Charter and other Governing Documents.
10. **MAINTENANCE.** Pursuant to Section 6.3 and 12.1(b) of the Charter, the Association, its community manager and/or its designee shall maintain the Service Area Common Elements. In all respects, the Association shall maintain the Service Area in a manner consistent with the Governing Documents and the Community-Wide Standard as described in Section 9.2 of the Charter.
11. **INSURANCE COVERAGE.** Consistent with Chapter 11 of the Charter, to the extent reasonably available, the Board shall obtain and maintain blanket property insurance coverage as set forth in this Section. If such insurance is not reasonably available, and the Board determines that any insurance described in this Section will not be maintained, the Board shall promptly cause Notice of that fact to all Owners and Eligible Holders. The foregoing notwithstanding, the Board shall obtain and maintain all coverages required by Utah law, if any.
  - (a) ***Property Insurance Coverage.***
    1. **Coverage.** Property insurance will cover:
      - (i) All fixtures, equipment and any improvements and betterments which are affixed to or a part of the Common Elements; and
      - (ii) All personal property owned by the Association within the Service Area.
    2. **Amounts.** The insurance will be for an amount (after application of any deductions) equal to one hundred percent (100%) of the actual cash value of the covered items at the time the insurance is purchased and at each renewal date. The Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the insured items, and the cost of such appraisals shall be a Service Area Expense.

3. **Risks Insured Against.** The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

4. **Other Provisions.** Insurance policies required by this Section shall provide that:

- (i) Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Service Area.
- (ii) The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner.
- (iii) An act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.
- (iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner which covers the same risk covered by the policy, the Service Area's policy provides primary insurance.
- (v) Losses must be adjusted with the Service Area.
- (vi) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but, in any case, it is to be held in trust for each Owner and the Owner's Mortgagee.
- (vii) The insurer may not cancel or refuse to renew the policy until thirty (30) days after Notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Owner and to each holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (viii) The name of the insured shall be substantially as follows: The Daybreak Community Association, Inc. for the use and benefit of the individual Owners.

(b) **Liability Insurance.** Liability insurance, including medical payments insurance, will be maintained as determined by the Board. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

- 1. Each Owner in the Service Area is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Service Area.
- 2. Each Builder is an insured for so long as such Builder has any interest in the Common Elements or in the Units.

- 3. The insurer waives the right to subrogation under the policy against an Owner in the Service Area or member of the household of an Owner in the Service Area.
- (c) ***Right and Duty of Owners to Insure.*** It is the responsibility of each Owner to provide insurance on such Unit, personal property and all other property and Improvements on or part of the Unit. Nothing herein shall preclude any Owner from carrying any liability insurance as such Owner deems desirable to cover the Owner's individual liability for damage to person or property occurring on or within the Owner's Unit or elsewhere with the Service Area. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Service Area.
- (d) ***Premiums.*** Insurance premiums for insurance carried or to be carried by the Association for the Common Elements shall be a Service Area Expense unless the Board otherwise determines consistent with Section 11.4 of the Charter.
- (e) ***Other Insurance.*** The Association may carry other insurance on the Service Area which the Board considers appropriate to protect the Association and/or the Owners.

12. **DISPUTE RESOLUTION.** Any dispute related to the Service Area, Service Area Assessments, Service Area Expenses, or any other matters hereunder shall be subject to Chapter 18 of the Charter. The Service Area and Owners subject to the Service Area will be considered "Bound Parties" as defined in Section 18.1 of the Charter. Service Area Assessments and Service Area Expenses will be resolved in a manner consistent with the Governing Documents.

13. **AMENDMENTS.** This Second Supplement may be amended consistent with Sections 3.4 and 20.2 of the Charter.

14. **MISCELLANEOUS.**

- (a) ***Waiver.*** No provision contained in this Second Supplement is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- (b) ***Invalidity.*** The invalidity of any provision of this Second Supplement does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of this Second Supplement shall continue in full force and effect.
- (c) ***No Public Right or Dedication.*** Nothing contained in this Second Supplement shall be deemed to be a gift or dedication of all or any part of the Project to the public, or for any public use.
- (d) ***Certification.*** Founder hereby certifies that: (i) the Development Sale Period is in effect as of the date of the recording of this Second Supplement; (ii) Founder has the express authority to record this Second Supplement against the lots within the project described in **Exhibit A** attached hereto; and (iii) that, to Founder's knowledge, each homeowner of the respective lots within the Project has received a detailed written "sales disclosure" wherein disclosure of the applicable initial Service Area fees/due and related charges was disclosed to all such owners at the time of purchase of such lots.

IN WITNESS WHEREOF, Founder has caused this Second Supplement to be executed as of this 13 day of August, 2025, and the Association and Builder have consented to the same.

**FOUNDER:**

**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

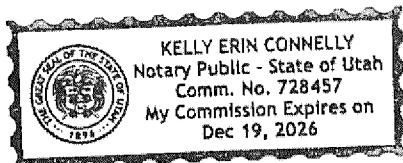
By: LHMRE, L.L.C.,  
a Utah limited liability company.  
Its: Authorized Manager

By: 

Name: Michael Kunkel

Title: Treasurer

On August 13<sup>th</sup>, 2025, personally appeared before me, a Notary Public, Michael Kunkel, the Treasurer for LHMRE, L.L.C., a Utah limited liability company, the Authorized 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/she executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



~~Notary Public~~

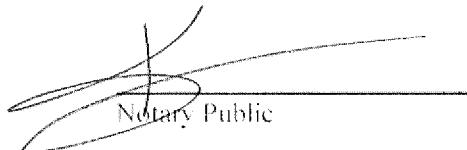
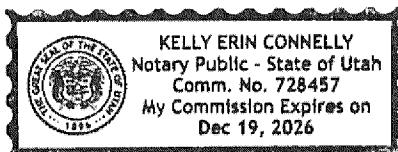
ASSOCIATION:

DAYBREAK COMMUNITY ASSOCIATION,  
INC., a Utah nonprofit corporation

By: *Tara Betty Connally*  
Name: *Tara Betty Connally*  
Its: *Board President*

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

On August 13<sup>th</sup>, 2025, personally appeared before me, a Notary Public, *Tara Betty Connally*, the Board President of Daybreak Community Association, Inc., a Utah nonprofit corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that they executed the above instrument on behalf of Daybreak Community Association, Inc., a Utah nonprofit corporation.

  
\_\_\_\_\_  
Notary Public

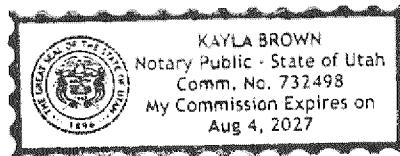
BUILDER:

SEGO DAYBREAK #15, LC  
a Utah limited liability company

By:   
Name: Spencer Corbridge  
Its: CEO

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )  
 )

On August 12, 2025, personally appeared before me, a Notary Public, Spencer Corbridge,  
the CEO of Sego Daybreak #15, LC, a Utah 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/she executed the above instrument on behalf of Sego Daybreak #15, LC,  
a Utah limited liability company.



  
Kayla Brown  
Notary Public

**EXHIBIT A**

**"Legal Description of Builder Property"**

That certain real property located in the City of South Jordan, Salt Lake County, Utah, described as follows:

Being a portion of Lot T3 of the KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED according to the official plat thereof, recorded as Entry No. 8824749 in Book 2003P at Page 303 in the Office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at a point on the Northwesterly Right-of-Way line of Mellow Way, said point lies South 89°55'30" E 1906.605 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, RIW) and North 4900.081 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence N 36°32'54" West 562.000 feet; thence N 53°27'06" East 271.891 feet to a point on the Southwesterly Right-of-Way Line of Lake Run Road; thence along said Lake Run Road the following (7) courses: 1) South 36°32'54" East 41.000 feet; 2) North 53°27'06" East 7.000 feet to a point on a 11.500 foot radius tangent curve to the right. (radius bears South 36°32'54" East, chord: South 81°32'54" East 16.263 feet); 3) along the arc of said curve 18.064 feet through a central angle of 90°00'00"; 4) South 36°32'54" East 102.152 feet; 5) South 43°40'24" East 40.311 feet; 6) South 36°32'54" East 364.348 feet to a point on a 17.000 foot radius tangent curve to the right. (radius bears South 53°27'06" West, Chord: South 08°27'06" West 24.042 feet); 7) along the arc of said curve 26.704 feet through a central angle of 90°00'00" to said Northwesterly Right-of-Way Line of Mellow Way; thence along said Mellow Way the following (3) courses: 1) South 53°27'06" West 224.391 feet to a point on a 17.000 foot radius tangent curve to the right. (radius bears North 36°32'54" West. Chord: North 86°37'50" West 21.817 feet; 2) along the arc of said curve 23.688 feet through a central angle of 79°50'09"; 3) South 53°27'06" West 37.267 feet to the point of the beginning.

Property contains 3.853 acres.

Including Lots 107-140 and 154-160 identified on the plat map "Daybreak South Station Multi Family #7 Amending Lot T3 of the Kennecott Master Subdivision #1 and Including a Vacated Portion of Mellow Way and Lake Run Road," which was recorded with the Salt Lake County Recorder's office on June 23, 2025 as Entry No. 14400682.

But, less and expressly excluding Lots 101-106 and 141-153 identified on the "Daybreak South Station Multi Family #7 Amending Lot T3 of the Kennecott Master Subdivision #1 and Including a Vacated Portion of Mellow Way and Lake Run Road" plat map recorded with the Salt Lake County Recorder's office as Entry No. 14400682.

## **EXHIBIT B**

### **“Common Elements”**

“**Common Elements**” and/or “**Common Area**” means, refers to, and includes: the open space areas and any improvements constructed thereon as shown on the Plats and any other land included within the Service Area that is not a Unit, and for which the maintenance, repair and replacement responsibility has not been assigned to the Owners or to a governmental entity. The Common Elements may consist of landscaping, irrigation equipment, walkways, the storm water detention basin, park strip(s), private roads, private lanes, parking spaces, landscaped common areas, and perimeter fencing and other improvements and all common areas as defined in the Community Association Act, Utah Code § 57-8a-101 *et seq.*, located within the Project, whether or not enumerated herein. The Association shall own all Common Elements as described further elsewhere in this Second Supplement unless and until such time as the Association transfers ownership of all or a portion of the Common Elements to a governmental entity, at which point in time any portion so transferred shall cease to be Common Elements.

## EXHIBIT C

### “Common Benefits”

**ASSOCIATION RESPONSIBILITY REGARDING COMMON AREAS.** The Association shall be responsible for maintenance, repair and replacement upon the Common Area and the Limited Common Areas which are not being maintained by the Owner as set forth herein.

The Association shall also maintain all Common Area amenities which may be installed from time to time. However, if the Common Areas, Limited Common Areas, or a Unit are damaged by the willful misconduct or negligence of an Owner, their guests, tenants, or invitees, such Owner shall be responsible for all such damage.

**ASSOCIATION RESPONSIBILITY REGARDING BUILDINGS AND UNITS.** Except for the Owner's responsibilities set forth herein, the Association shall have the duty of maintaining, replacing, and repairing the exterior wall surfaces, (i.e. paint & siding), roofs, common sanitary sewer laterals (if any), and other common utilities (if any). The cost of said maintenance, replacement and repair shall be assessed to all of the Owners. The Board shall not need the prior approval of the Owners to cause such maintenance, replacement or repairs to be accomplished, notwithstanding the cost thereof.

**MAINTENANCE OF LOTS.** The Association shall maintain the landscaping and related improvements on the lots as set forth herein. The areas maintained by the Association, including the exterior of the buildings, shall be referred to herein as the "*Maintained Areas*". The Maintained Areas shall include the front lawn, fences, retaining walls, and front yard garden areas, excluding any stand-alone planters or window boxes.

**SNOW PUSHING.** The Association shall perform reasonable snow pushing from all Common Area streets, Common Area access ways, Common Area fire lanes and Common Area sidewalks serving multiple Units, driveways and driveway aprons. Owners shall be responsible for snow pushing and/or removal of all other entry points to their Unit, including, without limitation patios, porches, stairs, balconies, pathways, and sidewalks bordering an Owner's Unit and sidewalks serving the Owner's Unit exclusively.

**MAINTENANCE STANDARD.** All maintenance, repair and replacement obligations shall be performed in a manner consistent with the Charter and the Community-Wide Standard.

**RIGHT OF ENTRY AND ACCESS AT REASONABLE HOURS.** The Association shall have a right of entry and access to, over, upon, and through the entire Project consistent with the Charter, including, but not limited to, Chapter 13, including each lot, to enable the Association to perform its obligations and duties and exercise its rights with regard to maintenance, repair, restoration and servicing of any items, things, or areas of or in the Project. In the event of an emergency the Association's right of entry to a Unit may be exercised without notice.

**CLARIFICATION AND ALTERATION OF CERTAIN MAINTENANCE DUTIES BY RULE.** To the extent not clarified herein and not inconsistent with the provisions of the Charter, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities.

## **EXHIBIT D**

### **“Additional Covenants”**

The following covenants, conditions, restrictions, and easements are in addition to those stated in the Charter pursuant to Section 8 of the Second Supplement:

#### **1. RESTRICTIONS ON USE**

- (a) ***External Apparatus.*** No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies, or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Board of Directors. No sheds or outbuildings are permitted.
- (b) ***Noise Disturbance.*** Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents. Noise disturbances shall subject the Owner of the Unit from which the noise originates to a fine, as levied by the Board in its sole discretion.
- (c) ***Signs.*** Signs may be posted only in a manner consistent with the Governing Documents.
- (d) ***Increase in Insurance Cost.*** Nothing shall be done or kept within any Unit or on the Common Areas which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within their Unit or in the Common Areas which will result in cancellation of insurance.
- (e) ***Structural Alterations.*** No Owner shall, without the prior written consent of the Board, make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls, decking, patios, pergolas, hot tubs/spas or pergolas, to the exterior of the Unit, or to Maintained Areas on their Lot, without the prior written consent of the Board, which consent may be granted or withheld in the Board’s sole discretion, consistent with the terms of the Charter, Design Guidelines and Community-Wide Standard.
- (f) ***Association Rules and Regulations.*** In addition to the restrictions and requirements above, as well as any rules and regulations adopted by the Association, the Board from time to time may adopt such additional rules and regulations governing the conduct of persons and the operation and use of the Units and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of all property within the Project. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Second Supplement or other Governing Documents. A schedule of fines shall be adopted by the Board specifying the amounts of such fines, and any other provisions or procedures related to, and prior to, the levying of such fines.

## 2. MAINTENANCE OBLIGATIONS

(a) ***Owner's Responsibility Regarding Buildings and Units.*** With respect to the maintenance, repair, alteration, and remodeling of buildings, each Owner shall maintain and be permitted to alter or remodel the interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum drywall, paneling, wall paper, paint, wall and floor tile and flooring) making up the finished surfaces of the perimeter walls, ceilings, and floors within such Owner's Unit, including any non-exterior doors. Each Owner shall furnish and be responsible for, at such Owner's own expense, all of the maintenance, repairs and replacements within the Owner's Unit. Such obligation shall include, without limitation:

1. maintenance, repair and replacement of all footings and foundations, interior and exterior bearing walls, and all structural components of the buildings (inclusive of structural post of any kind).
2. maintenance, repair and replacement of all interior and exterior doors, including interior and exterior caulking (provided that the Association's contractor(s) may caulk as needed and appropriate in connection with an exterior painting project), thresholds, casings and door jams, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, fireboxes of fireplaces and any other materials constituting the finished surfaces of floors, ceilings, or interior walls, except that the Association shall retain the obligation to paint the exterior of the Unit's exterior doors, including thresholds, casings and door jams.
3. maintenance, repair and replacement of all windows and window components including but not limited to window frames, skylights, and door glass or equivalent materials, caulking, and the interior and exterior cleaning of all windows, skylights and door glass, except that the Association shall retain the right and obligation to paint the exterior portion of window frames and window shutters.
4. maintenance, repair and replacement of all utility lines (such as power, natural gas, water, sewer, telecommunications, cable and any other future utility lines) that serve the Owner's Unit from the point of connection, as well as maintaining, running, insulating, and/or sufficiently heating utility lines and any exterior hose bibs that are exclusively used by that Owner to prevent frozen pipes regardless of whether or not the Owner's Unit is occupied at the time, and any pop-up drains located on an Owner's lot (if located within an Owner's fenced yard), to ensure proper functionality and drainage;
5. maintenance of decking, patios (inclusive of, but not limited to, posts, balusters, railings, skirting, and steps), balconies, exterior screens, shutters and chimney flues, that are with in Owner's exclusive control, in a clean and sanitary condition, free of pests and rodents, and in good order and repair (provided, however, that the Association shall retain the right to paint or repaint any decking or patios, inclusive of posts, balusters, railings, skirting, and steps, to maintain a harmonious aesthetic appearance in the Project).

6. maintenance, repair and replacement of the Owner's garage door, including the mechanical systems and all parts of the door, except that the Association shall maintain the exterior painting of the exterior of the garage door. The Association may seek reimbursement or contribution for any damages arising from the negligent or intentional damage to garage doors by an Owner or the Owner's tenants, family members, guests, visitors, or invitees
7. maintenance, repair and replacement of the garage interior concrete slab and driveways or driveway apron. The Owner is also responsible for maintenance of patios, stairs and walkways which serve the Owner's Unit exclusively;
8. maintenance, repair and replacement of all of the following which serve the Owner's Unit exclusively: lighting fixtures (except exterior building mounted lights and walkway lights which are not located within patios and balconies which are not exclusively controlled by the Owner), fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers and forced air units) and other HVAC systems and installations, electrical systems and installations, any part of a solar energy system, intercoms, security systems and other such appliances, and fixtures and decorations as an Owner may install; and
9. pest control on the interior of an Owner's Unit.

3. **ADDITIONAL OWNER COVENANTS.** The Owner shall not alter any utility lines, pipes, wires, conduits or systems that serve one or more other Units. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board. Such right to repair, alter and remodel is coupled with the obligation to replace any materials removed with similar types or kinds of materials. An Owner shall maintain and keep in good repair the interior of his or her Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit shall be maintained and kept in good repair by the Owner thereof. An Owner shall do no act and shall perform no work that will or may impair the structural soundness or integrity of the building in which such Owner's Unit is located, impair any easement or hereditament, or violate any laws, ordinances, regulations and codes of any federal, county, city, or any other agency or entity which may have jurisdiction over said Lot and/or Unit. Any expense to the Association for investigation or enforcement under this provision shall be borne by Owner if such investigation establishes a violation of this provision.

#### 4. MISCELLANEOUS PROVISIONS

(a) ***Joint Owners.*** In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Second Supplement shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

(b) ***Interpretation.*** All questions of interpretation or construction of any of the covenants or restrictions in this Second Supplement shall be resolved by the Board, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction, and terms of this Second Supplement are to be interpreted broadly to give effect to the Association's role as the governing body of the Project and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Board except where powers are expressly restricted.

(c) ***Premises Liability.*** From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Founder shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of the common area shall be within, under, and subject to the Association—and not Founder, and an Owner shall defend, indemnify and hold harmless Founder against such claim, loss or liability asserted by such Owner or their guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

(d) ***Notice of Sale, Mortgage, Rental, or Lease.*** Immediately upon the sale, mortgage, rental, or lease of any Unit, the Owner shall promptly inform the Association of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.