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## DAYBREAK

### 2021 Disclosure Statements for Homebuyers

#### Village 3/5 North Shore & Heights Park (Plats: V3 MF1 V5-P5, V5-P5A, V5-P6, V5-P7, V5-P8, V5-P9, V5-P10, V5-P12, V5-P13, V5-P14, 10E, 10G, 10I, 10H, MF3, MF4, MF5)

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Disclosure Statements for Homebuyers:

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Buyer has read and understands the attached Disclosure Statements as listed above. Buyer acknowledges that Buyer's decision to purchase a residence in Daybreak is not based on any representation (other than those included in the Disclosure Statements), and Buyer has considered the possible effect of such matters in Buyer's decision to purchase. Buyer further acknowledges that no salesperson, employee, or agent of VP Daybreak Operations LLC (or any of its affiliates) has the authority to modify any representation included in the Disclosure Statements nor any authority to make any promise, representation, or agreement other than as contained therein. Buyer further acknowledges that it is purchasing a residence from and built by a builder and not from or by VP Daybreak Operations LLC (or any of its affiliates). Buyer further acknowledges that no salesperson, employee, or agent of such builder has the authority to modify any representation included in the Disclosure Statements or to make any promise, representation or agreement other than as contained therein. Buyer further acknowledges it has been afforded adequate opportunities to ask all questions pertaining to the matters contained or referred to in the Disclosure Statements and that all such questions have been answered to Buyer's satisfaction.

In certain cases, the information contained in the Disclosure Statements briefly summarizes certain additional documents. Such summaries are not intended to limit the disclosures or information contained in any other documents and reports made available to Buyer, or to provide a complete list of the information contained in such reports and documents. Buyer should carefully review and consider the full text of any such documents prior to purchasing a residence.

You hereby acknowledge that you have read and understand the attached Disclosure Statements, including this Acknowledgement of Receipt Form, and that your decision to purchase a residence in the development known as "Daybreak" is not based on any representation concerning any matters other than as provided in these Disclosure Statements and you hereby provide the acknowledgements and Buyer representations as set forth herein.

Date: \_\_\_\_\_, 20\_\_\_\_

Buyers(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Builder Name:

Plat and Lot Number: \_\_\_\_\_

Defined Terms Used in Disclosure Statements

“Master Developer” shall mean VP Daybreak Operations LLC and its affiliates, successors and/or assigns.

“Community Documents” shall mean collectively the Community Covenant, the Residential Covenant, the Commercial Covenant, and the articles, bylaws, resolutions, rules and regulations of the Community Council, the Residential Association and the Commercial Association as amended or supplemented from time to time. Community Documents shall also mean the formation and governing documents of all other townhome, condominium, or other homeowners’ associations within Daybreak.

“Community Council” shall mean Daybreak Community Council, Inc.

“Community Covenant” shall mean the Covenant for Community for Daybreak and the articles, bylaws, resolutions, rules and regulations of the Community Council as amended or supplemented from time to time.

“Residential Association” shall mean the Daybreak Community Association, Inc.

“Residential Covenant” shall mean collectively the Community Charter for Daybreak and the articles, bylaws, resolutions, rules and regulations of the Residential Association as amended or supplemented from time to time.

“Commercial Association” shall mean the Daybreak Village Association, Inc.

“Commercial Covenant” shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village and the articles, bylaws, resolutions, rules and regulations of the Commercial Association as amended or supplemented from time to time.

I (We), \_\_\_\_\_ (and \_\_\_\_\_), by initialing the Disclosure Statements contained herein indicate that I (we each) have read and understand each corresponding Disclosure Statement and acknowledge and agree that my (our) decision to purchase a residence in Daybreak is not based on any representation other than as provided in these Disclosure Statements and as set forth in a separate agreement with my (our) builder.

1. **Ownership of VP Daybreak Operations LLC.** In 2001, Rio Tinto Kennecott began planning and obtaining approvals for the Daybreak project ("Daybreak"). Subsequently, a number of entities, including, without limitation, Master Developer, have developed the Daybreak project in accordance with such approvals. Generally, as can be confirmed by each respective plat, plats recorded before July 15, 2016 were recorded by Reio Tinto Kennecott, and plats recorded after July 1, 2016 are recorded by Master Developer.

Acknowledged by: \_\_\_\_\_

2. **Development of Daybreak.** The Daybreak project encompasses approximately 4,100 acres and is being developed in phases. As part of the development process, the Master Developer prepares and records final subdivision plats subdividing the phases of Daybreak into individual building lots, commercial or community parcels, or condominium units. Once a final subdivision plat is recorded, the Master Developer may sell the platted lots or platted unconstructed condominium units in that phase to builders. After a builder purchases the lots or unconstructed condominium units, the builder will construct the homes or townhomes or condominium units (each a "residential unit") and will sell the completed residential units to respective buyers. Daybreak is being developed in phases and the home you are considering is located within Village 3 and/or Village 5 of Daybreak and within that certain subdivision plat entitled "Village 5 Heights Park". As currently planned, each phase of Daybreak may contain significant numbers of single family and multi-family residential units. As development of Daybreak continues, each phase (including Village 3 North Shore and Village 5 Heights Park) may also include a significant mix of land uses including parks, recreational facilities, churches, schools, retail, office and commercial and industrial uses, which will be intermingled with residential properties. **The plan for Village 3 and Village 5 Heights Park currently includes or is near non-residential, multi-family, or mixed-use parcels, including specifically townhouses, apartments, condominiums, and civic, commercial, educational, religious, retail and office uses. Different uses may be constructed at different times. For example, in Village 3 North Shore and Village 5 Heights Park and other areas, initially a majority of the development may be single family residences, and may also include multi-family residences, and schools, churches, commercial, retail and/or office uses. Therefore, single family residences within Village 3 North Shore and Village 5 Heights Park may be located near other uses when Village 3 North Shore and Village 5 Heights Park is fully developed, such as commercial, retail, civic, educational, and religious and office property and apartments, townhouses and condominiums, which may or may not be built concurrently with the single family residences. Certain traits of each residential property may change over time depending on adjacent uses, such as the view, shade, perceived privacy and amount of traffic.**

Development of Daybreak is ongoing. The Master Developer's plans for uncompleted current phases and future phases of Daybreak may change depending on a variety of factors, including market factors, requested City or other governmental approvals, and/or the results of ongoing studies and planning. Although the Master Developer plans to develop Daybreak as planned, because of the possibility of potential changes, the decision to purchase a residence within the Daybreak Lake Island development should not be based on any expectation that the proposed residential, recreational, or other planned portions of Daybreak will be developed as currently planned. The Master Developer makes no representations regarding the future development of Daybreak or the uses that will be made of land within or around Daybreak. In connection with the future development of Daybreak, Buyer should expect that there will be ongoing construction activities related to such development.

Acknowledged by: \_\_\_\_\_

3. **Daybreak Community Organization and Associations.** Daybreak is located in the City of South Jordan, which will politically govern Daybreak and will provide many typical municipal services to Daybreak

residents. To help establish a unified, overall administration of Daybreak, Daybreak will also be governed by certain governing documents, councils and associations. Such documents include the Community Documents. Copies of these documents will be made available to you and you may arrange with Master Developer or your builder to view copies of these documents at [www.MyDAYBREAK.com](http://www.MyDAYBREAK.com).

As the owner of a residence in Daybreak, you will automatically become a member of the Residential Association. The Residential Association may own, maintain and operate various common areas for the use and benefit of Daybreak residents, and may own, maintain and/or operate Daybreak's secondary water system. The Residential Association is also responsible for enforcing community-wide standards of use, maintenance and architecture and other design standards and protective covenants, conditions, restrictions, easements, liens, and charges as described in the Residential Covenant. The Residential Association is run by a board of directors and officers. The board of directors establishes the policies and rules and the officers implement those policies and perform other specific duties assigned by the board of directors. For an extended period of time during development of Daybreak, Master Developer will appoint a majority of the board members. Eventually, the entire board will be elected by and from the existing homeowners.

In order to maintain the high standards that make Daybreak a desirable place to live, the Residential Association has established rules and procedures, as set forth in the Residential Covenant, restricting certain uses of your property. These restrictions address such things as leasing, parking, pets, recreational uses, design guidelines, and landscaping limitations. A complete list of current rules and regulations may be viewed at [www.MyDAYBREAK.com](http://www.MyDAYBREAK.com).

Select commercial and other non-residential uses may be integrated with Daybreak's residential community. Such uses, including retail, office, religious, civic, educational, and industrial uses, will be governed by the Commercial Covenant. The Commercial Covenant establishes a governance structure and a system of standards and procedures for the development, expansion, administration, maintenance, and preservation of various commercial and other non-residential properties and common areas within Daybreak. The Commercial Covenant also establishes the Commercial Association to own, operate and/or maintain various common areas and community improvements in connection with the commercial development within Daybreak and to administer and enforce the Commercial Covenant.

The Community Covenant establishes the Community Council (LiveDAYBREAK) to facilitate a sense of community within Daybreak, and to initiate programs, activities, and services. The Community Council may also own various common areas for the use and benefit of Daybreak property owners. The Community Council is run by a board of directors and officers. For an extended period of time during development of Daybreak, Master Developer will appoint a majority of the board members. Eventually, the entire board will be elected by and from the existing Daybreak property owners.

Pursuant to the Community Documents, various fees and assessments may be imposed upon residential homeowners by the Residential Association and/or the Community Council. These fees may include base assessments, service area assessments (including assessments for bulk internet and other telecommunication services), a working capital contribution, **and an assessment upon transfer of a residence (up to one-half of one percent of the gross sales price for most transfers) paid by the seller**, which fees shall be in an amount sufficient to cover the services provided by the Residential Association and/or the Community Council. The initial amount of base assessments payable by residents of Daybreak pursuant to the Residential Covenant is currently **\$131.50** per month which currently includes charges for Century Link internet and data related services in the amount of \$33.00 per month. This amount has been established by the Board of Directors for the Daybreak Community Association. and is subject to change and additional base, service or other assessments may be otherwise charged to Daybreak residents pursuant to the Community Documents governing the community organization within Daybreak. Generally, these fees and assessments are payable to and collected by the Residential Association or the Community Council. These fees and assessments will be used to cover the Residential Association's and the Community Council's ongoing expenses associated with the ownership, maintenance and operation of various common areas throughout the development and other required or appropriate functions and may include the capital and operating costs associated with acquiring and maintaining water rights, delivering secondary water to Daybreak, and the acquisition, construction, ownership, maintenance, and operation of

such delivery system and Daybreak's secondary water system.

Certain portions of Village 3 North Shore and Village 5 Heights Park may include townhouse and condominium style lots or units. Such lots or units will be subject to and governed by additional covenants, conditions, restrictions, easements, liens, charges, assessments and associations. Purchasers of townhouse or condominium style lots or units in Village 3 North Shore and Village 5 Heights Park will be provided an additional set of disclosure statements regarding issues unique to owning such lots or units within Daybreak.

The Community Documents set forth various design guidelines and architectural standards to maintain the aesthetic appeal of Daybreak. Such guidelines and standards may restrict your ability to make certain changes to your property and exterior of your residence. The Community Documents contain more detail on these guidelines and standards.

For more information concerning the Residential Association or any information referred to in this Disclosure Statement, please refer to the Community Documents, copies of which have been or will be made available to you.

Acknowledged by: \_\_\_\_\_

4. **Environmental Issues.** North Shore and Heights Park Villages of Daybreak lies west of what was known as the "Kennecott Utah Copper South Jordan Evaporation Pond Area. Historically these evaporation ponds were used to store and evaporate storm water runoff, lime treated waters, and mine waters originating from the Bingham Canyon Copper Mine and the surrounding watershed. In 1989, Kennecott Utah Copper was purchased by Rio Tinto, a global leader in the mining industry. Following completion of certain studies, clean-up activities for the ponds began in June 1994 and were completed in late 1994 pursuant to a plan approved by the United States Environmental Protection Agency (US EPA). At that time the "ponds" were dry and consisted of settled sediment. As part of the clean-up, Kennecott Utah Copper removed some of the pond and associated canal sediments to an off-site repository and consolidated the remaining material into a "North Pond" and a "South Pond" consolidated areas. After this consolidation was completed, the entire South Jordan Evaporation Pond area was capped with between 1 and 5 feet of fill material and 10 inches of topsoil. Between 2004-2006, upon its own initiative under a US EPA and the Utah Department of Environmental Quality (UDEQ) agency approved work plan, Master Developer removed the consolidated sediments from the North and South consolidated areas to an off-site repository. At that time Master Developer worked with the US EPA and the UDEQ (Agencies) to establish site wide residential use for all of Daybreak.

The 1994 South Jordan Evaporation Pond consolidation activities were performed pursuant to an EPA approved plan. Upon completion of the clean-up project, in 2001 the EPA issued a Record of Decision that recognized the proposed future use of the area for construction of a planned community with low and high density residential, commercial and industrial development. The Record of Decision stated that no further action at the ponds was needed or required. Testing conducted on the remaining site soils after the pond sediments were removed indicated that clean up efforts surpassed EPA-approved project clean-up goals with respect to concentrations of lead and arsenic, with the exception of one sample that was slightly above the approved clean-up goal with respect to arsenic only (the lead level was below the clean-up goal). The area of the sample that was slightly above the clean-up goal for arsenic was subsequently further tested and a second sample above the clean-up goal was detected. Approximately 1,600 cubic yards of soil in the vicinity of this sample were removed and disposed of at an off-site location. Sampling done after this soil removal showed arsenic concentrations below the clean-up goal. Testing therefore indicates that concentrations of lead and arsenic are below the residential use clean up standards established for Daybreak.

Additionally, sulfates, lead and arsenic, and other metals migrated into the groundwater lying 250 feet to 450 feet beneath portions of Daybreak. While such sulfate, lead, arsenic and other metals in the groundwater may render the underground water undrinkable, they do not pose a health or safety concern or threat to individuals who may work, live, or recreate in Daybreak. Kennecott Utah Copper, the State of Utah, and the

Environmental Protection Agency have initiated a plan to pump and treat groundwater from the impacted area. Some of the treated water is currently sent to the Jordan Valley Water Conservancy District.

Due to the presence of elevated sulfate concentrations, some of the soils may be corrosive and/or conductive, which means the affected soils could cause damage to metal objects and/or certain types of concrete located in the ground. Further, the sulfates may make it difficult for certain types of plants to grow in the affected soils. Soils that are corrosive to concrete are typically addressed during construction by utilizing an appropriate concrete mix.

Some of the soils in Village 3 North Shore and Village 5 Heights Park are acidic or alkaline. Acidic or alkaline soils can affect healthy plant growth.

Acknowledged by: \_\_\_\_\_

5. **Transportation Improvements and Access.** Village 3 North Shore & Village 5 Heights Park of Daybreak can be accessed from South Jordan Parkway and from Daybreak Parkway, west of Bangerter Highway. In addition, areas near and within Daybreak are accessible from the Mountain View Transportation Corridor. Mountain View Corridor is using a phased construction approach designed to balance transportation needs with available funds. Initial construction includes two lanes in each direction with signalized intersections and biking and walking trails. Possible future construction phases will build out the remainder of the corridor by converting intersections to interchanges and adding inside lanes to achieve a fully functional freeway. Mountain View Corridor may eventually be a 35-mile freeway from I-80 in Salt Lake County to S.R. 73 in Utah County. These improvements may not be constructed for a number of years, and the nature of the facilities may change from those currently contemplated by transportation agencies. Developer has no control over the timing, phasing or funding of the construction of the Mountain View Transportation Corridor, as it is owned, designed, operated and maintained by the Utah Department of Transportation.

The Utah Transit Authority operates a light rail extension that services the Daybreak area. The Mid Jordan light rail train line in the Daybreak vicinity may cause increases in noise, traffic and other associated impacts on Daybreak residents.

Furthermore, Utah Transit Authority has completed a feasibility study to identify a transit project to extend the Mid-Jordan TRAX Line in South Jordan to Riverton, Herriman, Bluffdale and Draper. South Jordan City has identified a preferred route of Duckhorn to Mountain View Corridor. This extension would connect the Mid-Jordan TRAX line and the Draper Frontrunner station. This plan has not been finalized nor does it have funding.

Acknowledged by: \_\_\_\_\_

6. **Groundwater Monitoring Stations.** Testing of sulfate-impacted groundwater is managed by Kennecott Utah Copper and results are regularly reported to the Environmental Protection Agency. Monitoring stations are located throughout Daybreak and the west side of Salt Lake Valley. The Monitoring Stations are located in parks, open space and streets. Testing occurs two times per year, [or as may be required by appropriate officials](#). Testing equipment includes a pickup with a pump attached. One of the tests includes expelling approximately 500 gallons of clean water into an adjacent storm drain or on lawns in the area.

Acknowledged by: \_\_\_\_\_

7. **Stormwater Runoff.** Daybreak has a stormwater drainage system designed to retain and discharge into the ground all stormwater drainage resulting from up to a 100-year storm. To allow efficient stormwater drainage and to facilitate the development's stormwater system, some lots (as denoted on the subdivision plat) are required to allow adequate stormwater drainage across the rear and side sections of such lots, which may limit the types of fencing allowed.

Acknowledged by: \_\_\_\_\_

8. **Private and Public Parks, Trails and Open Space.** As currently planned, Daybreak will offer a variety of public and private parks, trailways and open space areas totaling up to approximately 20% - 25% of Daybreak. These areas may include streetscapes, school fields, university or college campus open spaces, water amenities, etc. Some of these areas, including the major trailways, the proposed lake, and certain parks, may be open to the general public, while others may be limited to use by Daybreak residents. Construction of parks and trailways facilities within Daybreak will be phased in conjunction with residential development or as required by agreements with public agencies. The existence, size, location and nature of proposed amenities, such as parks, trails, and open space areas, may change over the course of development depending on certain factors such as market factors, governmental approvals and the results of ongoing studies and planning. Ultimate ownership, use, operation and maintenance of the various parks, amenities, trailways and open spaces are yet to be determined and such areas may be owned, operated and/or maintained by South Jordan City, the Residential Association, the LiveDAYBREAK Community Council or a special district (which is a type of local governmental agency). It is currently anticipated that South Jordan City will eventually own, operate and maintain the lake and various other parks in Daybreak and allow public access thereto. The cost of operating and maintaining any such areas or facilities may be borne by, and/or shared among, South Jordan City, the Residential Association, the Community Council or a special service district, and may be paid for by the homeowners through fees and assessments paid to the Residential Association, the Community Council and/or the special district.

Acknowledged by: \_\_\_\_\_

9. **Lake Feature and Water Amenities.** Master Developer created and conveyed to the Residential Association a man-made lake known as “Oquirrh Lake”. The lake covers approximately 65 acres of water surface with approximately 50-60 acres of land surrounding it, and may be used for fishing, boating, and other recreation around its shoreline, subject to rules established, from time to time, by the Residential Association. Swimming is not permitted in the lake. The lake shoreline will vary in appearance from developed/urban to natural. The lake is currently lined with a high-density polyethylene liner and varies in depth from approximately 8 to 16 feet. All or a portion of the water used to operate and maintain the lake feature and related amenities, including landscaping, is supplied by a special district or a private water company. The capital and operating costs associated with the supply and distribution of such water (including such costs of the secondary water system within Daybreak, and such costs associated with using, procuring, pumping and conveying such water to Daybreak) may be borne by the Residential Association, Community Council (and included in its fees and assessments) and other entities.

Other water amenities include a boat marina located in the Southwest Corner of the lake. This boat marina is owned and operated by the Residential Association and serves as the main location where the association will store, maintain, and checkout boats to Daybreak residents for day use. This may impact foot traffic and parking in the area. Through the course of development, the proposed existence, design and uses of the lake, or any phase thereof, and such other water amenities, may change. In 2019, ownership and maintenance of Oquirrh Lake was transferred to the Residential Association. The ongoing maintenance and operation of the lake is funded through a combination of general assessments of all Daybreak residents as well as additional assessments from Lake Village and other nearby sub-associations and benefitted assessment areas (including the Daybreak Marina Townhomes).

A new water amenity known as “the Watercourse” is currently being planned for an area located to the west of Village 8 and is contemplated to be owned and maintained by the Residential Association. This water amenity, if and when built, is anticipated to be roughly a mile-long channel with several small bays. Due to the complex nature of this project, there are many factors involved in the process from pre-construction planning to ultimate completion including approvals from outside regulatory agencies that must be obtained and could impact the timing, scope, scale, and allowable uses in and around the amenity. As a result, the ultimate character and size of the amenity may vary from initial plans shared with the public. Residents in the vicinity of Oquirrh Lake and the Watercourse may be subject to Residential



Association regulations governing, among other things, use of phosphorus fertilizers, car washing, leaf and dog waste disposal and installation of impermeable areas (such as parking spaces or patios) in order to promote the long-term water quality of these community water bodies.

Acknowledged by: \_\_\_\_\_

10. **Aircraft Overflights.** Daybreak is located approximately 14 miles south of the Salt Lake International Airport. The Salt Lake International Airport's airfield currently consists of three air carrier runways and a general aviation runway. One of the Salt Lake International Airport's flight paths is located above Daybreak and planes routinely fly in the airspace above Daybreak as they descend and ascend to and from the airport. In addition, Daybreak may be subject to overflights from private and military planes and helicopters from "Airport No. 2," located approximately 3 miles north of Daybreak.

Acknowledged by: \_\_\_\_\_

11. **Nearby Agricultural Use.** Some land adjacent to or within Daybreak is currently farmed and/or may be farmed in the future. Such farming may continue in the undeveloped areas surrounding or within Daybreak until such time as development occurs. This may result in farming activities occurring near Village 5 Heights Park, which could generate from time to time impacts on residents of Daybreak, including without limitation, those resulting from farm generated dust, odor and noise.

Acknowledged by: \_\_\_\_\_

12. **School Attendance Boundaries.** Village 3 North Shore & Village 5 Heights Park of Daybreak are currently located within the boundaries of the Jordan School District. As of the date of this Disclosure Statement, children residing within Village 3 North Shore or Village 5 Heights Park may attend the following schools:

Charter School (K-8)	Early Light Academy 11709 S. Vadiana Drive South Jordan, Utah 84009
Charter School (6-12)	American Academy of Innovation 5410 W. South Jordan Parkway South Jordan, Utah 84009
Elementary (K-6):	Daybreak Elementary School 4544 W. Harvest Moon Drive South Jordan, Utah 84009
	Eastlake Elementary School 4389 W. Isla Daybreak South Jordan, Utah 84009
	Golden Fields Elementary School 10252 S. Split Rock Drive South Jordan, Utah 84009
	Aspen Elementary School

11189 S. Willow Walk Drive  
South Jordan, Utah 84009

Middle (7-9): Copper Mountain Middle School  
12106 S. Anthem Park Boulevard  
Herriman, Utah 84096

High (10-12): Herriman High School  
11971 S. 6000 W.  
Herriman, Utah 84096

Jordan School District redefines the boundaries for HIGH SCHOOLS, MIDDLE and ELEMENTARY SCHOOLS from time to time. For the most current information regarding Jordan School District and the schools that children residing in Daybreak may attend, please contact the Jordan School District at [www.jordandistrict.org](http://www.jordandistrict.org)

Living in Daybreak does not guarantee admission to the Early Light Academy or American Academy of Innovation charter schools. Admission to charter schools is outside of the control of the developer. For more information about admission contact the school(s) directly.

Daybreak Elementary School shares certain adjacent community facilities with a community recreation center, including a gymnasium, a cafeteria and a stage. The Residential Association leases the recreation center from its owner and is in charge of operating and maintaining the center. The Residential Association's costs and expenses related to the leasing, operating, and maintaining the center are paid for through base assessments.

Acknowledged by: \_\_\_\_\_

13. **Governmental Assessments and Charges.** In addition to county property taxes, assessments, and other special taxes affecting your residence, your property tax bill may also contain other assessments and charges imposed by state and local governmental agencies (including special districts and public improvement districts) from time to time. No representation is made as to the extent to which any assessment or charge may be imposed, or increased, in the future. Each residence owner and builder will be responsible for confirming the amounts applicable to their property by contacting the applicable entities.

Acknowledged by: \_\_\_\_\_

14. **Water, Sewage and Utility Service.** Drinking water service to Daybreak is being provided by South Jordan City, which purchases the water from the Jordan Valley Water Conservancy District. All or a portion of Daybreak's parks, open spaces and streetscapes may be served by a secondary water system. A special district or a private water company may own and/or distribute water to the secondary water system. Homeowners may directly or indirectly pay for capital and operating costs associated with the supply and distribution of such water (including such costs of the secondary water system within Daybreak, and such costs associated with using, procuring, pumping and conveying such water to Daybreak) through assessments or fees charged by the Residential Association, Community Council, a special district and/or another utility provider. The sewer treatment facility servicing Daybreak is the South Valley Water Reclamation Facility, located at 7495 South 1300 West. The South Valley Water Reclamation Facility is owned and operated by five agencies including West Jordan City, Midvale City, Sandy Suburban Sewer District, Salt Lake County Sewer District #2, and South Valley Sewer District, which collects the sewage. Snow removal on city streets (including alleys) of Daybreak will be performed by South Jordan City; provided, however, that the city has determined that no snow removal will be performed on 'dead end

alleys'. Village 5 Heights Park electricity, natural gas, telephone, and other typical utility services will be provided by utility companies or other service providers presently serving or expanding to provide services to Daybreak.

Acknowledged by: \_\_\_\_\_

15. **Telecommunication Services.** Residences constructed in Village 3 North Shore and Village 5 Heights Park of Daybreak will be pre-wired to receive high speed internet and data and certain other services over a fiber optic network provided by Century Link Corporation or its affiliates, licensees or assigns ("Century Link"). The Residential Association has entered into a bulk services agreement with Century Link to provide, for a limited number of years, certain internet and data services and inside wiring maintenance and Buyer will be assessed a certain amount by the Residential Association each month to pay for such services. The bulk services agreement may be extended or renewed in the future by the Residential Association. Buyer is responsible to contact Century Link to activate such internet and data services. Although residents of these villages are not obligated to receive such services from Century Link, it is intended that residents who purchase a residence in these villages that are pre-wired to receive high speed internet and data services will be assessed for such high speed internet and data services even if they elect not to activate or receive such services from Century Link. Buyer may subscribe to additional Century Link services on an individual subscriber basis. In addition, if Buyer subscribes to the high speed internet and data services provided by Century Link, Buyer, at its cost, will be responsible for the upkeep and replacement of the UPS unit battery installed at Buyer's residence. The bulk services agreement provides certain restrictions on price increases and certain performance standards for the bulk billed internet and data service and inside wiring maintenance. Except to the extent provided in the bulk services agreement, the Residential Association has no control over the rates charged by Century Link for any services or the quality or content of such services. Master Developer also does not have control over the rates or quality of content of any Century Link services, including the bulk billed internet and data services. Master Developer makes no representations or warranties regarding the continuity, quality, content or speed of such internet and data services. For additional information, Buyer is encouraged to contact Century Link directly.

In connection with the installation, maintenance and repair of the fiber optic network serving these villages, residents may experience service outages and other service and non-service related disruptions (including construction noise and traffic).

Buyer is responsible to contact Century Link or another service provider for the provision of telephone (local and long distance) and/or cable television services to Buyer's residence.

Acknowledged by: \_\_\_\_\_

16. **Power Lines and Natural Gas Transportation Lines.** Two major high voltage power lines that run side by side are located approximately one mile west of these villages. The power line corridor runs generally from approximately 5900 West and 10200 South in a north-south direction to approximately 10800 South where it then runs generally in a south-southeast direction to approximately 5100 West and 11800 South. The larger line is a 345,000-volt steel tower line and the smaller line is a 138,000-volt wood pole line. Additional and larger power lines could be built within this same corridor, described above, in the future. Additionally, an electrical substation is located in the center of the southern boundary of Daybreak. This substation is used to transform power from the large power lines described above for use in residential neighborhoods. For further information regarding the power lines, substation, or regarding electromagnetic fields generated by electric power lines, please contact Utah Power, which owns and operates the power lines and substation. Additionally, there are two large 36" diameter gas transportation pipelines that run side by side and are located along the power corridor described above. A third such line is being considered for installation along the power line corridor described above. These lines are contained within

existing easements, are generally below ground, and are located in or near the power line corridor described above and the Mountain View Transportation Corridor.

Acknowledged by: \_\_\_\_\_

17. **No Guarantee of View.** Although any individual lot or condominium unit may enjoy some view potential, the Master Developer makes no representations whatsoever concerning the view, if any, a particular lot or condominium unit may enjoy. There are no express or implied easements appurtenant to any residential unit for view purposes, or for the passage of light and air over another lot. Furthermore, the payment of any “premium” for a residential unit is based solely on the location of the residential unit and does not create a representation, express or implied, concerning the view the residential unit may enjoy. Any view that a residential unit may enjoy as of the date of purchase may be impaired or affected by the installation or removal of trees and other landscaping, the growth of landscaping, and the construction of residential units or other buildings, fences, walls and other improvements in Daybreak.

Acknowledged by: \_\_\_\_\_

18. **Earthquake Faults.** Land within Salt Lake Valley (including Daybreak) is subject to earthquake hazards of varying degrees depending on the nature, proximity and activity of nearby earthquake faults and/or liquefaction zones, and has the potential for strong ground motion due to fault activity, particularly from the Wasatch Fault, which runs along the eastern portion of the Salt Lake Valley.

Acknowledged by: \_\_\_\_\_

19. **Garages.** With respect to residences that include an automobile garage, Buyer may have some difficulty parking certain automobiles in the garage of the plan or style of residence that Buyer has purchased. Master Developer urges Buyer to carefully review the specific garage and garage door sizes of Buyer’s selected plan or residence style with respect to the height, width, and depth of the automobile that Buyer intends to park in the garage, including a comparison of the garage and garage door opening to the size of Buyer’s automobile with the automobile doors and trunk open. Master Developer is not responsible for, or bound by, any statement or agreement by a builder, salesperson, or agent relating to the size of garages representing that a prospective Buyer’s vehicle will “fit” in any garage. Furthermore, Master Developer is not responsible for damage or injury to any home, any person, and/or any personal property or vehicle arising in any way from the size of the garage and/or garage door.

Acknowledged by: \_\_\_\_\_

20. **Cluster Mailboxes.** The U.S. Postmaster may require the use of cluster mailboxes for efficiency of mail service. Master Developer may not have control over the location, size and grouping of such mailboxes and/or the commencement of mail delivery service which is determined by the post office. Buyer should also be aware that keys for his/her individual mailbox often may only be obtained from the local post office station. For further information, please contact your local post office station.

Acknowledged by: \_\_\_\_\_

21. **Parking.** To facilitate snow removal, a South Jordan City ordinance restricts and regulates parking on public streets per Municipal Code 10.20.010. When a snow event results in the accumulation of one inch or more of snow, parking in the right of way is only allowed on the side of the street with even building numbers for 24 hours after the end of the snow event. Exceptions will be made for loading and unloading for no more than 30 minutes. South Jordan City may amend its parking ordinances in the future, and it is

Buyer's responsibility to learn of and comply with any operative changes or modifications to such ordinances. More information can be found at [www.sjc.utah.gov](http://www.sjc.utah.gov).

Streets in Daybreak are designed to be narrow as a traffic calming technique and to enhance a sense of community. There may be significant numbers of cars parked on Daybreak streets. In addition, the Community Documents may impose significant additional restrictions on parking within Daybreak.

Acknowledged by: \_\_\_\_\_

22. **Accessibility Modifications.** Builders within Daybreak are encouraged to facilitate modifications to their housing product to accommodate persons with disabilities. Model homes within Daybreak may have been modified to demonstrate some or all of these features. Such modifications may, however, require additional costs and expenses and may raise the price of a particular home. In addition, it may not be possible to modify a particular housing product on a particular lot. Master Developer makes no commitments regarding the availability or feasibility of housing modifications to accommodate disabilities and you are encouraged to discuss any such modifications with your builder.

Acknowledged by: \_\_\_\_\_

23. **Model Home Area.** A temporary model home area may be located within Village 3 North Shore or Village 5 Heights Park of Daybreak. The purpose of the model home area will be for marketing and advertising purposes and the existence of the model homes will attract significant levels of pedestrian and automobile traffic. In addition, special events may be planned from time-to-time that will bring a significant amount of traffic to the model area. To facilitate pedestrian traffic, several roads serving and surrounding the model home area may be temporarily closed. Eventually, the model homes will be sold to third party homebuyers and will be used as residences.

Acknowledged by: \_\_\_\_\_

24. **Alleyways.** Roadways within Village 3 North Shore or Village 5 Heights Park of Daybreak generally include a combination of public streets and various private alleyways, which are narrower and less accessible than typical public streets. Certain lots within these villages may be subject to additional liens, charges, assessments, and service areas to provide and pay for maintenance and repair related to said private alleyways. In addition, certain residences within these villages do not front a typical public street. Such residences are typically accessible through one of the private alleyways located within Village 3 North Shore or Village 5 Heights Park. Alleyways may eventually be owned by one or more owners' associations and/or a governmental entity.

Acknowledged by: \_\_\_\_\_

25. **Sewer Depth.** Certain lots within these villages may be served by sewer laterals that are less than 11 feet below ground level. In such event residences with basements on such lots may not have sewer service available to the basements. The builder, and not Master Developer, is responsible for advising you if the above described condition affects the residence you are purchasing. In addition, the builder, and not Master Developer, of any residence within these villages shall be responsible for verifying the sewer lateral depth serving said lot and shall be responsible for setting the foundation elevation of the residence constructed thereon to a depth sufficient for adequate sewer service to the residence.

Acknowledged by: \_\_\_\_\_

26. **Restriction on Residential Unit Rental Investors.** The Residential Covenant currently prohibits the leasing or renting of a residential unit until it has been occupied by its owner for a continuous period of 12 months and until satisfactory documentation of such occupancy has been provided to and approved by the Residential Association, and thereafter also prohibits leasing or renting more than one residential unit at

any time by an owner and any other owners with whom such owner is affiliated. Violation of these prohibitions may result in the levy of a fine and/or other sanctions. The current fine schedule imposes, among other sanctions, a fine of fifty dollars (\$50), plus ten dollars (\$10) per day and/or per incident thereafter, which fine may be increased or otherwise modified by the Residential Association from time to time.

Acknowledged by: \_\_\_\_\_

27. **Paired-Homes Declarations.** Certain so-called “paired-homes” or “twin-homes” (i.e., single family residences with an attached/shared wall or “party wall” between the residences), may be constructed by certain builders within the Daybreak community. In addition to the Master Covenant, paired-homes are generally subject to additional declarations (recorded on title to those properties) (“Paired-Homes Declarations”) concerning easements and covenants which are relevant to the homebuyer’s maintenance, repair, insurance, and remodeling obligations, restrictions, and other ownership considerations regarding those particular home types. Some of those considerations are unique, and are not typically applicable to detached single-family homes. Buyers of so-called “pair-homes” are strongly encouraged to carefully review and understand those specific Paired-Homes Declarations and their requirements, and to review in detail any questions or concerns they may have with their specific builder.

Acknowledged by: \_\_\_\_\_

28. **Cottage Court Lots.** As defined on the recorded plat, certain lots located in Village 3 or Village 5 Heights Park of Daybreak are referred to and defined as Cottage Court Lots and are grouped together in Cottage Court Groups. Each Cottage Court Group shall be accessed by a common driveway. Such driveway is included within the access easement as shown on the recorded plat, and, therefore, each Cottage Court Lot is benefited and burdened by said access easement. The Residential Association (or another owners’ association as designated by the Association), in its sole and absolute discretion, may provide certain services related to the snow removal and ongoing maintenance associated with the common driveways. In such event the Residential Association or its designee may utilize the common driveway area to perform such services. Pursuant to certain rules, regulations, or other restrictions promulgated by an owners’ association (which association may or may not be the Residential Association), residents of the Cottage Court Lots may only be allowed to park on one side of their driveway in order to provide sufficient access and turning radii for other residents in the Cottage Court Group. Residences constructed on the Cottage Court Lots may or may not be “attached residences” in that they share one or more garage walls or other walls with one or more other residences. Buyer will have certain obligations with respect to any shared wall as more fully set forth in the Association Documents and under applicable law. Because the transmission of noise between attached residences cannot be fully eliminated, before purchasing an attached residence, Buyer should satisfy himself/herself that noise transmission between garages and/or homes is at or will be at an acceptable level. In addition, if Buyer is purchasing an attached residence, Buyer may pay more for property insurance for such attached residence, and there may be other impacts or considerations relating to such attached residence. Master Developer makes no representations regarding the nature of the residences to be constructed on the Cottage Court Lots. The Cottage Court Lots may be subject to additional assessments, liens and other charges to pay for certain related costs, which costs may include, without limitation, ongoing maintenance and snow removal on the common driveway. **The snow removal services outlined above are funded by monthly assessments imposed on owners of the Cottage Court Residences of \$15.00 per month. The monthly assessment may increase over time.**

Acknowledged by: \_\_\_\_\_

29. **Waste Treatment and Other Facilities.** Located approximately four miles west of Village 3 North Shore and three miles west of Village 5 Heights Park are a landfill, a composting facility, and a sewage reclamation facility. A brick manufacturing plant, a BMX facility, a gravel pit, various light and heavy

industrial businesses and other such facilities are also located to the north and west of these villages. These facilities, which are operated by entities other than Master Developer over whom Master Developer exercises no direct control, may from time to time cause potentially offensive odors, noise, dust and/or other similar impacts that may affect the use and enjoyment of property in Village 3 North Shore and Village 5 Heights Park. More information about these facilities may be obtained from the operating entities.

Acknowledged by: \_\_\_\_\_

30. **City Governance.** Daybreak is located in South Jordan City. South Jordan promulgates its own ordinances, rules and regulations which govern and bind all of its residents, including those within Daybreak. Buyer is urged to investigate directly with South Jordan any and all matters related to such ordinances, rules and regulations that may be of concern to Buyer. Master Developer makes no representations regarding any ordinance, rule or regulation of South Jordan other than as may be explicitly contained in these Disclosures.

Acknowledged by: \_\_\_\_\_

31. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal guidelines have been found in buildings in Utah. Additional information regarding Radon and Radon testing may be obtained at [www.radon.utah.gov](http://www.radon.utah.gov).

Acknowledged by: \_\_\_\_\_

32. **Solar Power.** Master Developer makes no claims as to the efficiency of any solar power generation device installed or as to any such system's feasibility.

Acknowledged by: \_\_\_\_\_