
DAYBREAK
2023 PAIRED RESIDENCE DISCLOSURE STATEMENTS
Acknowledgement of Receipt Form

These disclosure statements (the “**Paired Residence Disclosure Statements**”) are provided to those persons purchasing attached residential dwellings, including, without limitation, paired home lots (collectively, “**Paired Residences**”) within the master-planned community commonly referred to as Daybreak and located in South Jordan, Utah. **The Paired Residence Disclosure Statements are provided as a supplement to the disclosure statements separately or concurrently provided to Buyer by or on behalf of Master Developer and are not meant to replace, modify, or otherwise alter the content of any other disclosure statements provided to Buyer by or on behalf of Master Developer.** The Paired Residence Disclosure Statements are intended to inform the Buyer regarding certain issues unique to owning a Paired Residence. Below is a list of Paired Residence Disclosure Statements for Homebuyers of Paired Residences within Daybreak:

- | | |
|--------------------------------------|-------------------------|
| 1. Maintenance of a Paired Residence | 3. Overhead Power Lines |
| 2. Sound | 4. Radon Gas |

Buyer has read and understands the Paired Residence Disclosure Statements as listed above. Buyer acknowledges that Buyer’s decision to purchase a Paired Residence in Daybreak is not based on any representation (other than those included in these Paired Residence 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 Master Developer (or any of its affiliates) has the authority to modify any representation included in the Paired Residence Disclosure Statements nor any authority to make any promise, representation, or agreement other than as contained therein. Buyer further acknowledges that Buyer is purchasing a Paired Residence from and built by a builder and not from or by Master Developer (or any of its affiliates) and that no salesperson, employee, or agent of such builder has the authority to modify any representation included in the Paired Residence Disclosure Statements or to make any promise, representation or agreement other than as contained therein. Buyer further acknowledges Buyer has been afforded adequate opportunities to ask all questions pertaining to the matters contained or referred to in the Paired Residence Disclosure Statements and that all such questions have been answered to Buyer’s satisfaction. Buyer further acknowledges that these Paired Residence Disclosure Statements are intended to disclose issues unique to the nature of owning Paired Residences within Daybreak and such Paired Residence Disclosure Statements are not intended to replace, modify, or in any way otherwise alter the nature or content of any disclosure statements separately or concurrently provided to Buyer by or on behalf of Master Developer (or any of its Affiliates) regarding purchasing a residence in Daybreak.

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

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

Date: _____, 20__

Buyer(s) _____

Builder Name: _____

Lot Number: _____

Defined Terms Used in Disclosure Statements

“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.

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

“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.

“Community Documents” shall mean collectively the Community Covenant, the Residential Covenant, the Commercial Covenant, the Townhome Declaration, the Condominium Owners’ Association Declaration and the articles, bylaws, resolutions, rules and regulations of the Community Council, the Residential Association, the Commercial Association, the Townhome Association (if applicable), and the Condominium Association (if applicable).

“Master Developer” shall mean VP Daybreak Operations LLC, VP Daybreak Devco LLC, and/or VP Daybreak Investments LLC, as applicable, or their respective affiliates, successors, and/or assigns.

“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.

I (We), _____ (and _____), by initialing these Paired Residence Disclosure Statements contained herein indicate that I (we each) have read and understand each corresponding Paired Residence Disclosure Statement and acknowledge and agree that my (our) decision to purchase a Paired Residence in Daybreak is not based on any representation concerning the matters described herein other than as provided in these Paired Residence Disclosure Statements.

1. **Paired Residence Maintenance.** If purchasing a paired home style lot within Daybreak, Buyer shall be responsible for maintaining, replacing, and repairing the exterior of the dwelling including, without limitation, footings and foundations, structural components (inclusive of structural posts of any kind), and roofs with the adjoining dwelling owner, to be shared at the Buyer's and adjoining dwelling owner's sole cost and expense. Buyer is responsible for maintaining and repairing (and may alter or remodel), at Buyer's expense, the interior non-supporting walls, and the materials making up the finished surfaces of the perimeter walls, ceilings and floors within Buyer's dwelling. The Buyer must also maintain and repair the surface interior of supporting walls.

Acknowledged by: _____

2. **Sound.** Sound and noise may travel between the walls of Paired Residences. The transmission of all noise between dwellings cannot be eliminated. Buyer may not make any alteration, repair, or replacement of wall or floor coverings within his/her dwelling that may diminish the effectiveness of any sound control engineering within the residence. Before purchasing a Paired Residence in Daybreak, Buyer should satisfy himself/herself that noise transmission between homes is at or will be at an acceptable level. Buyer understands and acknowledges that paired housing inevitably creates more sound transmission and noise intrusion than detached residences due to shared walls. Shared walls may contain plumbing lines, ventilation ducts and other related devices that may generate noise from the adjoined home that may or will be heard in Buyer's Paired Residence. Master Developer disclaims any responsibility for any type of sound transmission within or between dwellings, or from street noise within Daybreak or other surrounding properties.

Acknowledged by: _____

3. **Overhead Power Lines.** The existence of overhead power lines and poles within a certain distance from Buyer's property may impact Buyer's decision regarding mortgage financing. Specifically, Federal Housing Authority ("FHA") financing will not be available on any dwelling or property improvement located within the fall distance of any pole, tower, or support structure of a high-voltage transmission line. For FHA purposes, the height of the pole, tower, or support structure is considered the fall distance, and any transmission line with a capacity of sixty (60) kilovolts (kV) and above is considered high voltage.

Acknowledged by: _____

4. **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.

Acknowledged by: _____