

4-309

NOTICE

12801529
06/29/2018 12:18 PM \$405.00
Book - 10689 Pg - 2136-2139
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
DAYBREAK TOWNHOME OWNERS ASSOC
C/O COMMUNITY MNGMT
PO BOX 5555
DRAPER UT 84020
BY: DCA, DEPUTY - WI 4 P.

WHEN RECORDED RETURN TO:
Daybreak Townhome 1 Owners' Association, Inc.
c/o FCS Community Management
PO Box 5555
Draper, UT 84020
801-256-0465
manager@hoaliving.com

Space Above for Recorder's Use Only

Parcel #'s:

- 2719382004 through 2719382023 (All of Lots 1 through 20, Daybreak Townhome 1 Subdivision)
- 2719383010 through 2719383033 (All of Lots 21 through 44, Daybreak Townhome 1 Subdivision)
- 2719382025 through 2719382044 (All of Lots 45 through 64, Daybreak Townhome 1 Subdivision)
- 2624480001 through 2624480011 (All of Lots 604 through 614, Kennecott Daybreak Phase 2 Plat 3)
- 2624480027 through 2624480046 (All of Lots 615 through 634, Kennecott Daybreak Phase 2 Plat 3)
- 2624480020 through 2624480026 (All of Lots 635 through 641, Kennecott Daybreak Phase 2 Plat 3)
- 2624480012 through 2624480018 (All of Lots 642 through 648, Kennecott Daybreak Phase 2 Plat 3)
- 2624401001 through 2624401014 (All of Lots 248 through 261, Kennecott Daybreak Plat 4)
- 2624451001 through 2624451013 (All of Lots 235 through 247, Kennecott Daybreak Plat 4)
- 2624428001 through 2624428009 (All of Lots 283 through 291, Kennecott Daybreak Plat 4)
- 2624429001 through 2624429009 (All of Lots 292 through 300, Kennecott Daybreak Plat 4)
- 2719179012 through 2719179014 (All of Lots 1 through 3, Kennecott Daybreak Phase 1 Amending Lot M-104)
- 2719179024 through 2719179028 (All of Lots 290 through 294, Kennecott Daybreak VC1 Multi Family #6)
- 2719204003 through 2719204005 (All of Lots 538 through 540, Kennecott Daybreak Plat 5 Amended)
- 2719205001 through 2719205002 (All of Lots 496 through 497, Kennecott Daybreak Plat 5 Amended)
- 2719205003 through 2719205008 (All of Lots 484 through 489, Kennecott Daybreak Plat 5 Amended)
- 2719206001 through 2719206004 (All of Lots 480 through 483, Kennecott Daybreak Plat 5 Amended)
- 2719206005 through 2719206007 (All of Lots 498 through 500, Kennecott Daybreak Plat 5 Amended)
- 2719202001 through 2719202004 (All of Lots 476 through 479, Kennecott Daybreak Plat 5 Amended)
- 2719202005 through 2719202007 (All of Lots 501 through 503, Kennecott Daybreak Plat 5 Amended)
- 2719201004 through 2719201009 (All of Lots 470 through 475, Kennecott Daybreak Plat 5 Amended)
- 2719201001 through 2719201002 (All of Lots 468 through 469, Kennecott Daybreak Plat 5 Amended)
- 2719201003 (All of Lot 504, Kennecott Daybreak Plat 5 Amended)
- 2718453011 through 2718453023 (All of Lots 455 through 467, Kennecott Daybreak Plat 5 Amended)
- 2718453001 through 2718453002 (All of Lots 505 through 506, Kennecott Daybreak Plat 5 Amended)
- 2718453003 through 2718453009 (All of Lots 448 through 454, Kennecott Daybreak Plat 5 Amended)
- 2718454001 through 2718454008 (All of Lots 440 through 447, Kennecott Daybreak Plat 5 Amended)
- 2718454009 (All of Lot 507, Kennecott Daybreak Plat 5 Amended)
- 2718376013 through 2718376017 (All of Lots 541 through 545, Kennecott Daybreak Plat 5 Amended)
- 2718330047 through 2718330049 (All of Lots 591 through 593, Kennecott Daybreak PL 7A)
- 2718330050 through 2718330057 (All of Lots 382 through 389, Kennecott Daybreak PL 7A)
- 2718406046 through 2718406053 (All of Lots 390 through 397, Kennecott Daybreak PL 7A)
- 2718406054 through 2718406056 (All of Lots 594 through 596, Kennecott Daybreak PL 7A)
- 2718330007 through 2718330012 (All of Lots 346 through 351, Kennecott Daybreak Plat 7)
- 2718332001 through 2718332003 (All of Lots 608 through 610, Kennecott Daybreak Plat 7E)
- 2718326009 through 2718326015 (All of Lots 195 through 201, Kennecott Daybreak Plat 7)
- 2718326017 through 2718326022 (All of Lots 189 through 194, Kennecott Daybreak Plat 7)
- 2718326024 through 2718326035 (All of Lots 171 through 182, Kennecott Daybreak Plat 7)
- 2718326037 through 2718326042 (All of Lots 183 through 188, Kennecott Daybreak Plat 7)
- 2718327006 through 2718327012 (All of Lots 158 through 164, Kennecott Daybreak Plat 7)
- 2718327014 through 2718327019 (All of Lots 165 through 170, Kennecott Daybreak Plat 7)
- 2718327026 through 2718327038 (All of Lots 141 through 153, Kennecott Daybreak PL 7B Sub)
- 2718328009 through 2718328013 (All of Lots 331 through 335, Kennecott Daybreak PL 7B Sub)
- 2718328014 (All of Lot 598, Kennecott Daybreak PL 7B Sub)
- 2718328027 (All of Lot 597, Kennecott Daybreak PL 7B Sub)
- 2718180042 (BEG NW COR LOT 575, KENNECOTT DAYBREAK PL 7A; E 76 FT; S 36 FT; W 76 FT; N 36 FT TO PT OF BEG. (BEING PT OF SD LOT 575 & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180043 (BEG N 1.08 FT FR SW COR LOT 575, KENNECOTT DAYBREAK PL 7A; E76 FT; S 21 FT; W 76 FT; N 21 FT TO PT OF BEG. (BEING PT OF LOTS 575 & 576 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180044 (BEG N 0.25 FT FR SW COR LOT 576, KENNECOTT DAYBREAK PL 7A; E76 FT; S 21 FT; W 76 FT; N 21 FT TO PT OF BEG. (BEING PT OF LOTS 576 & 577 & 578 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180045 (BEG S 0.58 FT FR NW COR LOT 578, KENNECOTT DAYBREAK PL 7A; E76 FT; S 29.50 FT; W 76 FT; N 29.50 FT TO PT OF BEG. (BEING PT OF SD LOT 578 & PT LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180030 through 2718180033 (All of Lots 579 through 582, Kennecott Daybreak PL 7A)

2718180047 (BEG NE COR LOT 590, KENNECOTT DAYBREAK PL 7A; S 36 FT; W 76 FT; N 36 FT; E 76 FT TO PT OF BEG. (BEING PT OF SD LOT 590 & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180048 (BEG N 1.08 FT FR SE COR LOT 590, KENNECOTT DAYBREAK PL 7A; S21 FT; W 76 FT; N 21 FT; E 76 FT TO PT OF BEG. (BEING PT OF LOTS 590 & 589 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180049 (BEG N 0.25 FT FR SE COR LOT 589, KENNECOTT DAYBREAK PL 7A; S21 FT; W 76 FT; N 21 FT; E 76 FT TO PT OF BEG. (BEING PT OF LOTS 589 & 588 & 587 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180050 (BEG S 0.58 FT FR NE COR LOT 587, KENNECOTT DAYBREAK PL 7A; S29.50 FT; W 76 FT; N 29.50 FT; E 76 FT TO PT OF BEG. (BEING PT OF LOT 587 & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180051 (BEG NE COR LOT 586, KENNECOTT DAYBREAK PL 7A; S 29.50 FT; W 76 FT; N 29.50 FT; E 76 FT TO PT OF BEG. (BEING PT OF SD LOT 586 & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180052 (BEG N 0.58 FT FR SE COR LOT 586, KENNECOTT DAYBREAK PL 7A; S21 FT; W 76 FT; N 21 FT; E 76 FT TO PT OF BEG. (BEING PT OF LOTS 586 & 585 & 584 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180053 (BEG S 0.25 FT FR NE COR LOT 584, KENNECOTT DAYBREAK PL 7A; S21 FT; W 76 FT; N 21 FT; E 76 FT TO PT OF BEG. (BEING PT OF LOTS 584 & 583 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718180054 (BEG S 1.09 FT FR NE COR LOT 583, KENNECOTT DAYBREAK PL 7A; S36 FT; W 76 FT; N 36 FT; E 76 FT TO PT OF BEG. (BEING PT OF LOT 583 SD SUB & PT OF LOT P-108 KENNECOTT DAYBREAK PLAT 7).)

2718177047 through 2718177059 (All of Lots 225 through 237, Kennecott Daybreak PL 7B Sub)

2718177068 through 2718177071 (All of Lots 238 through 241, Kennecott Daybreak Plat 7F)

2718177067 (All of Lot 244, Kennecott Daybreak Plat 7F)

2718177065 through 2718177066 (All of Lots 604 through 605, Kennecott Daybreak Plat 7F)

2718177002 through 2718177007 (All of Lots 258 through 263, Kennecott Daybreak Plat 7)

2718178001 (All of Lot 264, Kennecott Daybreak Plat 7)

2718178066 (BEG NW COR OF LOT 265, KENNECOTT DAYBREAK PLAT 7; S 57°56'54" E 21.00 FT; S 32°03'06" W 100.00 FT; N 57°56'54" W 21.00 FT; N 32°03'06" E 100.00 FT TO BEG. (BEING PT OF LOT 265, KENNECOTT DAYBREAK PLAT 7).)

2718178067 (BEG NE COR OF LOT 266, KENNECOTT DAYBREAK PLAT 7; S 32°03'06" W 100.00 FT; N 57°56'54" W 38.83 FT; N 32°03'06" E 100.00 FT; S 57°56'54" E 38.83 FT TO BEG. (BEING ALL OF LOT 266 & PT OF LOT 265, KENNECOTT DAYBREAK PLAT 7).)

2718178053 through 2718178061 (All of Lots 268 through 276, Kennecott Daybreak Plat 7F)

2718178050 (BEG NW COR LOT 278, KENNECOTT DAYBREAK PLAT 7; S 57°56'54" E 37.63 FT; S 32°03'06" W 18.33 FT; S 57°56'54" E 1.16 FT; S 32°03'06" W 13.50 FT; S 57°56'54" E 2 FT; S 32°03'06" W 33.33 FT; N 57°56'54" W 2 FT; S 32°03'06" W 34.84 FT; N 57°56'54" W 38.79 FT; N 32°03'06" E 100 FT TO BEG. (BEING PTOF LOTS 278 & 279 SD SUB).)

2718178051 (BEG S 57°56'54" E 3.125 FT FR NW COR LOT 279, KENNECOTT DAYBREAK PLAT 7; S 57°56'54" E 27.50 FT; S 32°03'06" W 26.67 FT; N 57°56'54" W 2 FT; S 32°03'06" W 73.33 FT; N 57°56'54" W 24.34 FT; N 32°03'06" E 34.84 FT; S 57°56'54" E 2 FT; N 32°03'06" E 33.33 FT; N 57°56'54" W 2 FT; N 32°03'06" E 13.50 FT; N 57°56'54" W 1.16 FT; N 32°03'06" E 18.33 FT TO BEG. (BEING PT OF LOTS 279 & 280 SD SUB).)

2718178052 (BEG NE COR LOT 280, KENNECOTT DAYBREAK PLAT 7; S 32°03'06" W 100 FT; N 57°56'54" W 44.33 FT; N 32°03'06" E 73.33 FT; S 57°56'54" E 2 FT; N 32°03'06" E 26.67 FT; S 57°56'54" E 42.33 FT TO BEG. (BEING PT OF SD LOT 280))

2718176062 through 2718176065 (All of Lots 282 through 285, Kennecott Daybreak Plat 7F)

2718178047 (All of Lot 286, Kennecott Daybreak PL 7B Sub)

2718178048 through 2718178049 (All of Lots 601 through 602, Kennecott Daybreak PL 7B Sub)

2719205010 (LOT 490, KENNECOTT DAYBREAK PLAT 5. LESS BEG SW COR SD 490; NW'LY ALG A 1827 FT RADIUS CURVE TO L 2.55 FT; N 88°46'18] E 110.8 FT; S 1°13'42] E 2.54 FT; S 88°46'18] W 110.62 FT TO BEG)

2719205011 (LOT 491, KENNECOTT DAYBREAK PLAT 5. ALSO BEG NW COR SD 491; NW'LY ALG A 1827 FT RADIUS CURVE TO L 2.55 FT; N 88°46'18] E 110.8 FT; S 1°13'42] E 2.54 FT; S 88°46'18] W 110.62 FT TO BEG.

LESS BEG SW COR SD LOT 491; NW'LY ALG A 1827 FT RADIUS CURVE TO L 0.71 FT; N 88°46'18] E 109.37 FT; S 1°13'42] E 0.71 FT; S 88°46'18] W 109.33 FT TO BEG)
2719205012 (LOT 492, KENNECOTT DAYBREAK PLAT 5. ALSO BEG NW COR SD LOT 492; NW'LY ALG A 1827 FT RADIUS CURVE TO L 0.71 FT; N 88°46'18] E 109.37 FT; S 1°13'42] E .71 FT; S 88°46'18] W 109.33 FT TO BEG. ALSO BEG SW COR SD LOT 492; SE'LY ALG A 1827 FT RADIUS CURVE TO R 41 FT; N 88°46'18] E 107.81 FT; N 1°13'42] W 0.41 FT; S 88°43'18] W 107.82 FT TO BEG)
2719205013 (LOT 493, KENNECOTT DAYBREAK PLAT 5. ALSO BEG SW COR SD LOT 493; SE'LY ALG A 1827 FT RADIUS CURVE TO R 1.54 FT; N 88°46'18] E 106.77 FT; N 1°13'42] W 1.54 FT; S 88°46'18] W 106.81 FT TO BEG. LESS BEG NW COR SD LOT 493; SE'LY ALG A 1827 FT RADIUS CURVE TO R 0.41 FT; N 88°46'18] E 107.81 FT; N 1°13'42] W 0.41 FT; S 88°43'18] W 107.82 FT TO BEG)
2719205014 (LOT 494, KENNECOTT DAYBREAK PLAT 5. ALSO BEG SW COR SD LOT 494; SE'LY ALG A 1827 FT RADIUS CURVE TO R 3.37 FT; N 88°46'18] E 106.36 FT; N 1°13'42] W 3.37 FT; S 88°46'18] W 106.41 FT TO BEG. LESS BEG NW COR SD LOT 494; SE'LY ALG A 1827 FT RADIUS CURVE TO R 1.54 FT; N 88°46'18] E 106.77 FT; N 1°13'42] W 1.54 FT; S 88°46'18] W 106.81 FT TO BEG)
2719205015 (LOT 495, KENNECOTT DAYBREAK PLAT 5. LESS BEG NW COR SD LOT 495; SE'LY ALG A 1827 FT RADIUS CURVE TO R 3.37 FT; N 88°46'18] E 106.36 FT; N 1°13'42] W 3.37 FT; S 88°46'18] W 106.41 FT TO BEG)

All future Phases, Lots and/or Units

NOTICE OF ASSESSMENT & NOTICE OF REINVESTMENT FEE COVENANT

Each Lot or Unit in Daybreak Townhome 1 is subject to recurring assessments in **TWO different Associations, Daybreak Townhome 1 Owners' Association** and the Master Association, **Daybreak Community Association**. Escrow agents, title companies, or others desiring current information as to the status of assessments for **Daybreak Townhome 1 Owners' Association** should contact **FCS Community Management**; PO Box 5555; Draper, UT 84020. The phone number is **801-256-0465**. The email is **manager@hoaliving.com**.

Escrow agents, title companies, or others desiring current information as to the status of assessments for the master association, Daybreak Community Association, will need to contact the master association directly. As of the time of this filing, FCS Community Management does not manage the master association.

This notice affects the parcels referenced above and any subsequent parcels added to the community via appropriate expansion documentation.

ADDITIONALLY, please note that the Buyer or Seller of a Lot or Unit at Daybreak Townhome 1 shall be required to pay to the Daybreak Townhome 1 Owners' Association, Inc. at the time of closing or settlement of the sale of his or her Lot or Unit a Reinvestment Fee in a sum to be determined by the governing board.

This is not a large master planned development. The amount of the Reinvestment Fee may not exceed .5% of the value of the Lot or Unit at the time of closing unless the Lot or Unit is part of a large master planned development and shall comply with the requirements of Utah Code Ann., Section 57-1-46(5) (2010) as amended or supplemented.

The name of the association of owners responsible for the collection and management of the Reinvestment Fee is the Daybreak Townhome 1 Owners' Association, Inc. (the "Association") and the address is c/o **FCS Community Management**; PO Box 5555; Draper, UT 84020. The phone number is **801-256-0465**. The email address is **manager@hoaliving.com**.

The Reinvestment Fee Covenant is intended to run with the Land and to bind successors in interest and assigns thereof.

The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Land or any Lot.

The duration of the Reinvestment Fee Covenant is ongoing until amended or supplemented.

The purpose of the Reinvestment Fee is limited to one or more of the following: common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; charitable purposes; or association expenses (including, but not limited to, administrative set-up fees).

The Reinvestment Fee required to be paid under the Reinvestment Fee Covenant shall benefit the burdened property.

IN WITNESS WHEREOF, the Association has executed this notice the 26th day of June, 20 18.

DAYBREAK TOWNHOME 1 OWNERS' ASSOCIATION, INC.

By: [Signature]
Name: Michael Johnson
Title: Authorized Representative/Managing Agent

ACKNOWLEDGMENT

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

On the 26th day of June, 20 18 , personally appeared before me Michael Johnson , who by me being duly sworn, did say that he is the Authorized Representative/Managing Agent of the Daybreak Townhome 1 Owners' Association, Inc., and that the within and foregoing notice was signed in behalf of said Association by authority of its Board of Trustees, and said Michael Johnson duly acknowledged to me that said Association authorized the same.

[Signature]
NOTARY PUBLIC

