

14210325 B: 11474 P: 8449 Total Pages: 11
02/29/2024 02:39 PM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: STEWART TITLE OF UTAH
6955 S UNION PARK CTR STE 100MIDVALE, UT 840476516

MAIL TAX NOTICE TO:

Scott Martellaro and Sheri Corona Martellaro
6987 W Glass Hill Drive
South Jordan, UT 84009

SPECIAL WARRANTY DEED

Weekley Homes, LLC, **GRANTOR**, hereby CONVEY(S) AND WARRANT(S) against all those claiming by, through or under it to Scott Martellaro and Sheri Corona Martellaro, as joint tenants, **GRANTEE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following tract(s) of land in Salt Lake County, State of Utah described as follows:

Lot 337, "DAYBREAK VILLAGE 11A PLAT 4 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1" recorded June 2, 2021, as Entry No. 13679592, Book 2021P, Page 145 of the Official Records of Salt Lake County, Utah.

Tax ID No. 26-22-337-014 (shown for informational purposes only)

Subject to City and/or County taxes and assessments, not delinquent; Easements, Rights-of-Way, Covenants, Conditions and Restrictions now of record.

See attached Exhibit "B"

WITNESS, the hand of said grantor this 29th day of February, 2024.

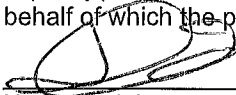
Weekley Homes, LLC

By: Amanda Royer
Amanda Royer, Division Coordinator

State of Utah
County of Salt Lake

February, 2024^M

On this 29th day of ~~November, 2023~~, personally appeared before me, the undersigned Notary Public, Amanda Royer, Division Coordinator of Weekley Homes, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public

My commission expires: 10/16/25

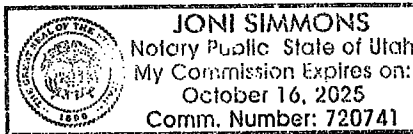


EXHIBIT "B" TO ADDENDUM

When Recorded Mail To:

David Weekley Homes
392 E 6400 S, Suite 200
Murray, UT 84107

RESALE RESTRICTIONS AND JOINT AGREEMENT TO MAINTAIN VALUE OF PURCHASED PROPERTY AND SUBDIVISION DEED RESTRICTION

As a material consideration inducing the grantor under the attached deed ("Seller") to sell to the grantee ("Buyer") that certain real property (the "Property") described in this "Deed", Buyer has covenanted and represented to Seller Buyer's intent to own the Property for the Occupancy Period defined below. Accordingly, this "Deed Restriction" is attached to, and incorporated into, this Deed by virtue of a separate unrecorded agreement (the "Agreement") executed by Buyer and Seller. This Deed Restriction is to provide constructive notice of such commitments by Buyer, and Seller's remedies upon breach of such commitments. Notwithstanding the foregoing, this Deed Restriction includes certain mortgagee protections which shall be in addition to, and shall not be superseded by, the mortgagee protection in the Agreement.

Consistent with the PARTIES' mutual desire and purpose to maintain values of the BUYER'S home, together with all of the homes in the subdivision, and to provide a stabilized community of owner-occupied homes, the PARTIES mutually desire that homes sold in the subject subdivision be sold only to buyers occupying them as their principal or secondary residence. Therefore, in order to induce SELLER to agree to sell the PROPERTY to BUYER, the PARTIES each for themselves represent and agree as follows:

- 1) **Use as Principal or Secondary Residence for One Year.** BUYER represents, warrants and covenants to SELLER that BUYER: (i) owns no more than one other home at the time of execution of this AGREEMENT; (ii) is purchasing the PROPERTY for use as BUYER's principal or secondary residence, and except as excused upon the occurrence of a hardship as described in Exhibit "A" to this DEED RESTRICTION, or upon the prior written consent of SELLER; (iii) shall occupy the PROPERTY as BUYER's principal or secondary residence upon the close of escrow; and, (iv) will not assign or in any manner attempt to transfer BUYER's rights under the AGREEMENT nor enter into any agreement for the sale, lease or other transfer of the PROPERTY which would result in BUYER's failure or inability to occupy the PROPERTY as BUYER's principal or secondary residence and hold title thereto in fee simple, for a consecutive period of at least (1) year from the delivery and recordation of this DEED (the "OCCUPANCY PERIOD"). The provisions of this paragraph and the accuracy and performance of the above representations, warranties, and covenants of BUYER are a condition precedent to SELLER's performance under the AGREEMENT and BUYER acknowledges that without such representations, warranties and covenants, SELLER would not sell PROPERTY to BUYER.
- 2) **Transfer Prior to Close of Escrow.** Except as approved in advance by SELLER in writing, any assignment by BUYER or attempt to assign BUYER's rights under the AGREEMENT, or any sale, lease, or other transfer of the PROPERTY prior to the close of escrow for the sale of the PROPERTY, shall constitute both (i) a material breach of the AGREEMENT, entitling SELLER, at its sole election, to terminate the AGREEMENT and retain BUYER's deposit pursuant to the terms of the AGREEMENT, and (ii) the failure of a condition precedent to SELLER's obligation to sell PROPERTY to BUYER. Prior to the close of escrow pursuant to the AGREEMENT, this DEED RESTRICTION shall not limit SELLER's remedies should BUYER be in default of the AGREEMENT or this DEED RESTRICTION.
- 3) **Transfer Subsequent to Close of Escrow.** Except for hardship situations as described in Exhibit "A" to this DEED RESTRICTION, any sale, lease or other transfer by BUYER by which BUYER either fails to occupy the PROPERTY as BUYER's principal or secondary residence for the OCCUPANCY PERIOD or transfers title to the PROPERTY prior to the expiration of the OCCUPANCY PERIOD, shall constitute a material breach of the AGREEMENT and this DEED RESTRICTION. In the event of such breach, BUYER shall pay SELLER or its designee, liquidated damages in the stipulated amount of Twenty-Five Thousand Dollars (\$25,000) at or before the close of the subsequent sale.
- 4) **Compliance with AGREEMENT.** BUYER shall upon forty-eight (48) hours written notice provide SELLER with such information as shall reasonably be requested to verify compliance with the terms of the AGREEMENT, including in SELLER's discretion, but not limited to: (i) documents of title of all other real property owned by

BUYER; (ii) evidence of employment in State of Utah; (iii) credit report; and (iv) authorization and release form authorizing SELLER to request and receive BUYER's credit report.

- 5) **No Unreasonable Restraint.** BUYER acknowledges that the purpose of this DEED RESTRICTION is to: (a) comply with the PARTIES' intention and desire to maintain the value of BUYER's home as well as all of the homes in the subdivision; (b) create a stabilized community of owner-occupied homes; and (c) prevent a shortage of available homes for permanent residents. BUYER agrees the provisions and restrictions set forth in this DEED RESTRICTION do not constitute an unreasonable restraint upon alienation of the property.
- 6) **Survival; Severability.** All of the covenants herein shall survive the delivery and recordation of the DEED and BUYER acknowledges and agrees that all of SELLER'S warranties and covenants in the DEED are subject to the DEED RESTRICTION. The provisions of this DEED RESTRICTION shall be independent and severable, and determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision of this DEED RESTRICTION or of the AGREEMENT.
- 7) **Recordation.** BUYER's signature below shall be notarized, and this DEED RESTRICTION may, in SELLER's sole discretion, be recorded upon close of the escrow with the Salt Lake County Recorder against the title to PROPERTY purchased by BUYER pursuant to the terms of the AGREEMENT. This recorded DEED RESTRICTION shall not constitute a lien, but shall provide actual and constructive notice of the terms of the AGREEMENT.
- 8) **Subordination.** The PARTIES hereby acknowledge and agree that a violation of the AGREEMENT or this DEED RESTRICTION by either party shall not defeat or render invalid the lien of any first or subsequent mortgage or deed of trust made in good faith and for value (including for any refinancing) by BUYER, and the covenants and provisions of the AGREEMENT and this DEED RESTRICTION shall be inferior and subordinate to the lien of any such mortgage or deed of trust.
- 9) **Interest and Attorney's Fees.** In addition to the damages and relief either Party may be entitled to hereunder or otherwise at law and equity arising from the breach by the other of this DEED RESTRICTION, the AGREEMENT, or any of the terms or conditions thereof, the prevailing party in any action brought to enforce or interpret any of the terms of this DEED RESTRICTION and the AGREEMENT as it relates to this DEED RESTRICTION, whether such action culminates in suit, arbitration, mediation or negotiation, shall be entitled to interest on the judgment amount of twelve percent (12%) per annum, compounded annually from the date of breach through payment in full, together with all costs and attorney's fees reasonably incurred.
- 10) **Disclosure.** Notwithstanding anything herein to the contrary, SELLER makes no representation that any other homes in the subdivision will be (or are) occupied by owners or renters and SELLER shall have no obligation to sell any other homes in the subdivision to people who intend to occupy the home as their primary or secondary residence. SELLER makes no representation or warranty to BUYER that SELLER will enter into, or enforce, the AGREEMENT with any other BUYER of a home in the subdivision. SELLER makes no representation or warranty regarding the number or percentage of homes in the subdivision that will be sold to people who intend to occupy the home as their primary or secondary residence. SELLER expressly reserves the right, in its sole and absolute discretion, to sell any, or even all, of the homes in the subdivision to investors (i.e., non-owner occupied) or people who intend to occupy the homes as owner-occupied or otherwise. SELLER advises BUYER that other homes in the subdivision may be owner occupied, renter occupied, or not occupied at all. With the exception of SELLER's designee specifically identified in writing to SELLER, there is no third-party beneficiary to the AGREEMENT or this DEED RESTRICTION.
- 11) **Survival.** The PARTIES agree that the terms of this DEED RESTRICTION shall survive the closing of escrow on the PROPERTY, and shall insure to the benefit of SELLER and its designees upon closing and completion of the subject subdivision.
- 12) **Expiration.** After the OCCUPANCY PERIOD, this DEED RESTRICTION shall automatically expire without the need for any further action by any person or PARTY.

BUYER acknowledges, BUYER (a) has read the provisions of this DEED RESTRICTION, (b) understands the provisions of this DEED RESTRICTION and agrees they are reasonable, and (c) acknowledges no representation, warranty, or other promise not contained in this DEED RESTRICTION has been made to BUYER by any employee, sales agent or representative of SELLER upon which BUYER is relying in connection with BUYER's purchase of the PROPERTY and execution of this DEED RESTRICTION. BUYER is advised to consult with legal counsel of BUYER's choice before signing this DEED RESTRICTION.

Agreed and acknowledged:

Scott Martellaro
BUYER (1)

State of Utah }
County of Salt Lake } ss

On this 29 day of Feb., in the year 2024 before me, a Notary Public in and for said state, personally appeared Scott Martellaro known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

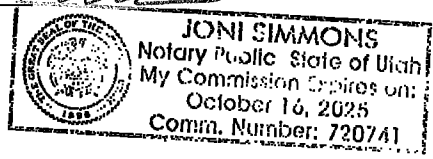
[Signature]
Notary Public for the State of Utah
Commission expires: 10/16/25 JS

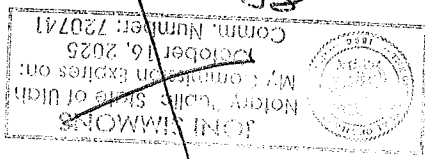
Maria DeMartino
BUYER (2)

State of Utah }
County of Salt Lake } ss

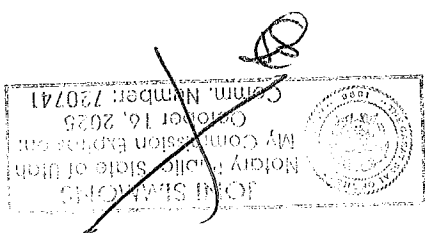
On this 29 day of Feb. in the year 2024 before me, a Notary Public in and for said state, personally appeared Sheri Coona Martellaro known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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





[Signature]
Notary Public for the State of Utah
Commission expires: 10/16/25



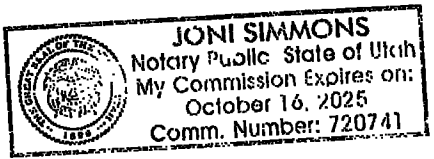


EXHIBIT "A" TO AGREEMENT

The following events shall be deemed to constitute "hardship" situations under which BUYER may transfer, sell, assign, convey or lease (collectively, a "TRANSFER") its rights, title and interest in the PROPERTY prior to occupying and holding title to the PROPERTY for the OCCUPANCY PERIOD.

1. A TRANSFER resulting from the death of BUYER;
2. A TRANSFER by BUYER where the spouse of BUYER becomes the only co-owner of the PROPERTY with BUYER;
3. A TRANSFER resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
4. A TRANSFER by BUYER into a revocable inter vivos trust in which BUYER is a beneficiary;
5. A TRANSFER, conveyance, pledge, assignment or other hypothecation of the PROPERTY to secure the performance of an obligation, which TRANSFER, conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
6. A TRANSFER because permanent (more than 6 months) employment related relocation of BUYER or BUYER's spouse (where BUYER is not self-employed) necessary to accommodate a mandatory job transfer required by BUYER's employer to at least 60 miles from the Property location;
7. A TRANSFER necessitated by a medical or financial emergency, proof of which emergency has been delivered to SELLER, and has been approved by SELLER in its reasonable discretion;
8. A TRANSFER which, in the reasonable judgment of SELLER, constitutes a "hardship" situation consistent with the intentions of this AGREEMENT and Exhibit.

DAYBREAK COMMUNITY ASSOCIATION
AFFIDAVIT OF OCCUPANCY RESOLUTION

WHEREAS, The Daybreak Community Association Board of Directors is empowered to conduct, manage, and control the affairs and activities of the Daybreak Community Association, Inc. (the "Association") pursuant to that certain Community Charter for Daybreak, as amended (the "Charter");

WHEREAS, Section 7.1(b) of the Charter provides that "in addition to, but consistent with this subsection, the Association or the Board may adopt Rules governing leasing and subleasing";

WHEREAS, Section 7.1(b) of the Charter, as amended by Amendment 3 and Amendment 4 thereto, provides that "No Unit purchased after **March 13, 2007** may be Leased until the Unit has been occupied by the owner for a continuous period of 12 months, and until satisfactory documentation of such continuous occupancy has been provided to and approved by the Board or the Association's managing agent."; and

WHEREAS, Section 7.3(f) of the Charter, as amended by Amendment 3 thereto, provides that the "Rules may provide for reasonable restrictions upon leasing rights as may be desirable to preserve, enhance and protect the Association."

NOW THEREFORE, IT IS RESOLVED that, the Board will amend the Affidavit of Occupancy by including an additional event that will be deemed to constitute an exception situation, which were previously referred to as "hardship" situations. The amended affidavit of Occupancy will add to Exhibit "A" of the Affidavit of Occupancy, which is more fully set forth in the attached exhibit, the following language as an additional paragraph 9:

An Owner, or Owners of the same Unit, who engage in charitable or humanitarian service with a non-profit charitable or humanitarian organization at a location that is at least sixty (60) miles from the Unit for the period of the Owner's, or Owners' engagement with the organization.

IT IS FURTHER RESOLVED that the language on the affidavit be revised that it is mandatory that the original form of the Affidavit of Occupancy be returned with a copy of the deed of transfer.

IT IS FURTHER RESOLVED that the additional paragraph 9 will be retroactive to previously signed Affidavits of Occupancy and will be applicable to situations that comply with this paragraph 9. However, nothing in this Resolution should be construed in such a way that would prevent the Board or the Association's managing agent from exercising discretion in determining whether or not the enumerated exception situations in the amended Exhibit "A" are applicable, or not, to a given Unit Owner's situation.

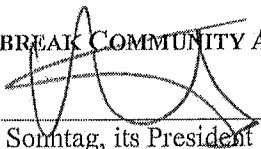
IT IS FURTHER RESOLVED that this Affidavit of Occupancy Resolution is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

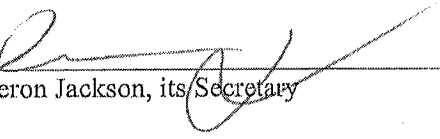
[Signatures on the following page]

2018-06

IN WITNESS WHEREOF, the Board of Directors has caused this Resolution and Policy to be signed by its President and Secretary this 20th day of August, 2018, and direct its distribution to all Owners.

DAYBREAK COMMUNITY ASSOCIATION, INC.

By:  _____
Rich Sonntag, its President

By:  _____
Cameron Jackson, its Secretary

2018-06

Affidavit of Occupancy Resolution Exhibit


Affidavit of Occupancy

Amendment no. 3 of the Community Charter for Daybreak states: No Unit purchased after March 13, 2007 may be leased until the Unit has been occupied by the Owner for a continuous period of 12 months; and until satisfactory documentation of such continuous occupancy has been provided to and approved by the Board or the Association's managing agent.

Except for the exceptions as described in the attached Exhibit "A", any sale, lease or other transfer by the Owner by which Owner either fails to occupy the property as Owner's principal or secondary residence for the occupancy period or transfers title to the property prior to the occupancy period, shall constitute a material breach of the Affidavit of Occupancy. In the event of such breach, Owner shall pay to the Daybreak Community Association or its designee, liquidated damages in the stipulated amount of Twenty Five Thousand Dollars (\$25,000.00)

Owner's signature below shall be notarized, and this Affidavit shall not constitute a lien, but shall provide actual and constructive notice of the terms of this Affidavit of Occupancy.

Agreed and acknowledged:

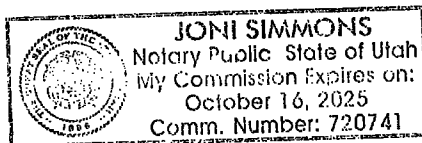


 Owner(s) _____ Date 2-29-24 Daybreak Community Association _____ Date _____

Property Address and Lot number

On this 29 day of Feb., in the year of 2024 before me, a Notary Public in and for said state, personally appeared Scott Martellaro proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument and Acknowledged (he/she) executed the same. Witness my hand and official seal.

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





 Notary Public

THE COMPLETED ORIGINAL FORM WITH SIGNATURE(S) MUST BE RETURNED TO CCMC ALONG WITH A COPY OF THE DEED: The Daybreak Community Association, Attn: Community Manager, 11274 S. Kestrel Rise Road, Suite F, South Jordan, UT 84009

EXHIBIT "A"

The following events shall be deemed to constitute exceptions under which the Owner may transfer, sell, assign, convey, or lease (collectively a "Transfer") its rights, title and interest in the Property prior to occupancy and holding title to the Property for the Occupancy period.

1. A transfer resulting from the death of the Owner;
2. A transfer by Owner where the spouse of Owner becomes the only co-owner of the Property with the Owner;
3. A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
4. A transfer by Owner into a revocable inter vivos trust in which the Owner is a beneficiary;
5. A transfer because permanent (more than six months) employment related relocation of Owner or Owner's spouse (where Owner is not self-employed) necessary to accommodate a mandatory job transfer required by Owner's employer to at least 60 miles from the property location;
6. A transfer , conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
7. A transfer necessitated by a medical financial emergency , proof of which emergency has been delivered to Owner;
8. An Owner, or Owners of the same Unit, who engage in charitable or humanitarian service with a non-profit charitable or humanitarian organization at a location that is at least sixty (60) miles from the Unit for the period of the Owner's, or Owners' engagement with the organization
9. A transfer which, in the reasonable judgment of the Association, should constitute an "exception" situation consistent with the intentions of this Affidavit and exhibit "A";