

WHEN RECORDED RETURN TO:

VP Daybreak Operations LLC
Attn: Gary Langston
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009

12654615
11/08/2017 09:36 AM \$92.00
Book - 10617 Pg - 5328-5332
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: SSA, DEPUTY - WI 5 P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY**
(DAYBREAK VILLAGE 7 PLAT 1)

and

NOTICE OF REINVESTMENT FEE COVENANT
and

EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1

THIS SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK AND SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK, SUBMITTING ADDITIONAL PROPERTY (DAYBREAK VILLAGE 7 PLAT 1) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this October 30, 2017, by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company, a Delaware corporation) as successor Founder (“**Founder**”), under the Community Charter for Daybreak, recorded on February 27, 2004, as Entry No. 8989518, in Book 8950, beginning at Page 7784, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded on August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded on October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded on March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6476, in the Official Records of Salt Lake County (as amended from time to time, the “**Charter**”), and under the Covenant for Community for Daybreak, recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at page 7722 (as amended from time to time, the “**Covenant**”).

RECITALS:

- A. Pursuant to the Charter, Founder is the successor “Founder” of the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Founder has recorded, or is concurrently recording, that certain subdivision map entitled “DAYBREAK VILLAGE 7 PLAT 1 SUBDIVISION, AMENDING LOT 100 OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED AMENDING LOT 100 OF THE KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION AMENDING LOTS V7 AND T6 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED” (the “**Plat**”) which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). Founder is the owner of the Property.
- C. Pursuant to that certain Supplement to Community Charter for Daybreak Creating Service Area (Telecommunications Service Area No. 1), recorded on March 23, 2006, as Entry No. 9671594, in Book 9270, beginning at Page 4287 (the “**Telecommunications Service Area Supplement**”), Founder’s predecessor created the Telecommunications Service Area No. 1 (the “**Telecommunications Service Area**”).
- D. Founder desires to (i) submit and subject the Property to the Charter and Covenant, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended, and (ii) expand the boundaries of the Telecommunications Service Area to include the Property.

NOW, THEREFORE, Founder hereby declares the following:

- 1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Covenant and/or Charter.
- 2. **Submission to Charter and Covenant.** Pursuant to Section 16.1 of the Charter and Section 5.2 of the Covenant, Founder hereby submits and subjects the Property to the Charter and the Covenant, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein.
- 3. **Notice of Reinvestment Fee.** Notice is hereby given that the Covenant and the Charter provide, among other things, that certain assessments and fees will be charged against the Property (and their respective owners), as further described in the Covenant and Charter including a “Community Enhancement Fee”, as more particularly defined and set forth in the Covenant. The Community Enhancement Fee is a “reinvestment fee covenant” under Utah law, and pursuant to Utah law, a separate Notice of Reinvestment Fee Covenant of even date herewith has been concurrently recorded against the Property.
- 4. **Expansion of Telecommunications Service Area.** Pursuant to the Telecommunications Service Area Supplement and Section 3.4 of the Charter, Founder hereby expands the boundaries of the Telecommunications Service Area to include the Property and hereby designates the Residential Units located within the Property, or that may in the future be located within the Property, to the Telecommunications Service Area, including all applicable terms, conditions, rules, assessments, liens, charges, and regulations associated with such Telecommunications Service Area (in accordance with the terms of the Charter).

5. **Full Force and Effect.** The Charter and the Covenant, as supplemented hereby, shall remain in full force and effect.
6. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated herein by this reference.

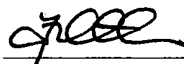
[Signatures on the Following Page]

IN WITNESS WHEREOF, as of this _____, 2017, Founder has executed this Supplement.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

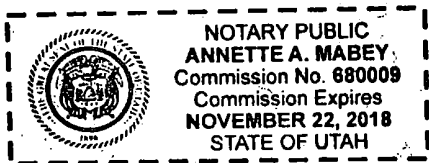
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Ty McCutcheon, President & CEO

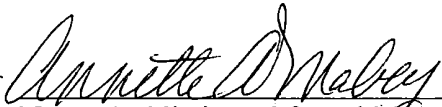
ACKNOWLEDGEMENT

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

On Oct. 20th 2017, personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



WITNESS my hand and official Seal.


Notary Public in and for said State

My commission expires: 11/22/2018

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 7 PLAT 1 SUBDIVISION, AMENDING LOT 100 OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED AMENDING LOT 100 OF THE KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION AMENDING LOTS V7 AND T6 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on Nov. 8, 2017, as Entry No. 12654610 Book 2017P, at Page 308 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON RECORDATION OF PLAT]

Daybreak Village 7 Plat 1 Boundary Description:

Beginning at a Southerly Corner of Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 752.526 feet along the Section Line and North 800.676 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the Boundary of said Lot 100 the following (3) courses: 1) North 25°00'00" West 266.779 feet; 2) North 65°00'00" East 77.841 feet; 2) North 25°00'00" West 236.000 feet; thence North 65°00'00" East 204.954 feet; thence North 25°00'00" West 472.000 feet; thence North 27°21'26" West 84.180 feet; thence South 62°38'34" West 99.897 feet; thence South 65°00'00" West 16.725 feet; thence North 25°00'00" West 111.321 feet; thence South 62°38'34" West 31.000 feet; thence South 77°49'38" West 71.185 feet to a Northerly Line of said Lot 100 and a point on a 329.000 foot radius tangent curve to the left, (radius bears North 12°10'22" West); thence along said Northerly Line the following (4) courses: 1) along the arc of said curve 216.516 feet through a central angle of 37°42'23"; 2) North 40°07'15" East 430.230 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 49°52'45" East); 3) along the arc of said curve 67.186 feet through a central angle of 19°14'51"; 4) North 59°22'05" East 32.532 feet; thence South 30°37'55" East 49.889 feet; thence North 59°22'05" East 20.000 feet; thence South 30°37'55" East 45.111 feet; thence South 24°42'20" East 95.510 feet; thence North 59°22'05" East 4.526 feet; thence South 30°37'55" East 56.000 feet; thence South 25°00'00" East 180.873 feet; thence South 30°37'58" East 56.000 feet to a Southerly Line of said Lot 100; thence along said Southerly Line the following (11) courses: 1) South 59°22'02" West 5.523 feet; 2) South 25°00'00" East 251.443 feet; 3) South 65°00'00" West 236.000 feet; 4) South 25°00'00" East 406.000 feet; 5) North 65°00'00" East 79.406 feet; 6) South 25°00'00" East 199.448 feet; 7) South 04°28'11" East 29.758 feet; 8) South 00°13'59" East 246.000 feet; 9) South 89°46'01" West 401.238 feet to a point on a 172.000 foot radius tangent curve to the left, (radius bears South 00°13'59" East); 10) along the arc of said curve 74.349 feet through a central angle of 24°46'01"; 11) South 65°00'00" West 93.322 feet to the point of beginning.

Property contains 16.682 acres.