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Book - 10766 Pg - 3833-3837
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: EAP, DEPUTY - WI 5 P.

WHEN RECORDED, RETURN TO:

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

SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,

AND

**SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK SOUTH STATION PLAT 2)**

AND

NOTICE OF REINVESTMENT FEE COVENANT

**THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
AND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,
SUBMITTING ADDITIONAL PROPERTY (DAYBREAK SOUTH STATION PLAT 2)**
(this "Supplement") is made this 8 day of MARCH, 2019, by **VP DAYBREAK
OPERATIONS LLC**, a Delaware limited liability company (as successor-in-interest to
Kennecott Land Company, a Delaware corporation) as founder ("**Founder**"), under the
Covenant for Community for Daybreak, recorded February 27, 2004, as Entry No. 8989517, in
Book 8950, beginning at Page 7722 (as amended and supplemented from time to time, the
"**Covenant**"), and as declarant ("**Declarant**") under the Amended and Restated Declaration of
Covenants, Conditions and Restrictions for Daybreak Village, recorded on December 30, 2005,
as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as amended and supplemented
from time to time, the "**Declaration**"); and is consented to by **VP DAYBREAK DEVCO LLC**, a
Delaware limited liability company ("**VP Daybreak Devco**").

RECITALS:

- A. Founder's predecessor executed and recorded the Covenant and Declaration, which documents collectively govern certain aspects and uses of a portion of the master planned community development commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder and/or VP Daybreak Devco have previously recorded, or are concurrently herewith recording, that certain subdivision map entitled "DAYBREAK SOUTH

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STATION PLAT 2 AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND ALSO AMENDING LOT O-103 OF THE KENNECOTT DAYBREAK PLAT 4 SUBDIVISION”, which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the “**Property**”). VP Daybreak Devco is the fee simple owner of the Property.

- C. Founder and VP Daybreak Devco desire to submit and subject the Property to the Covenant and the Declaration, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended or supplemented.

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 Declaration.
2. **Submission to Declaration and Covenant.** Pursuant to Section 5.2 of the Covenant and Section 15.1 of the Declaration, Founder (as successor Founder and as successor Declarant) hereby submits and subjects the Property to the Covenant and the Declaration, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. From and after the recordation of this Supplement, the Property shall be held, transferred, sold, conveyed and occupied subject to the Declaration. In addition, the Property shall be subject to the governance of the Daybreak Village Association, Inc., a Utah nonprofit corporation (the “**Association**”), as more particularly described in the Declaration. VP Daybreak Devco, as the fee simple owner of the Property, hereby consents to the subjection of the Property to the Covenant and Declaration, as herein provided.
3. **Notice of Reinvestment Fee Covenant and Assessments.** Notice is hereby given that the Covenant and the Declaration provide, among other things, that certain assessments and fees will be charged against portions of the Property (and their respective owners), as further described in the Covenant and the Declaration, including a “Community Enhancement Fee” as more particularly defined and set forth in the Covenant and the Declaration. 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. **Full Force and Effect.** The Covenant and the Declaration, as supplemented hereby, shall remain in full force and effect.
5. **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 8 day of MARCH, 2019, Founder has executed this Supplement, and VP Daybreak Devco has consented to the same.

Founder:

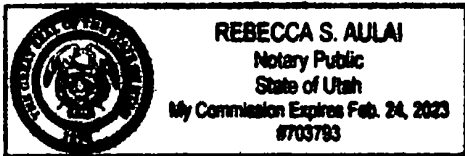
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

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

By: *Ty McCutcheon*
Ty McCutcheon its President & CEO

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

On March 8, 2019, personally appeared before me, a Notary Public, Ty McCutcheon the President & 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.

Rebecca S. Aulai
Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

VP Daybreak Devco:

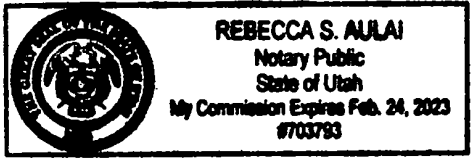
VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

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

By: Ty McCutcheon
Ty McCutcheon, President & CEO

STATE OF UTAH)
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COUNTY OF SALT LAKE)

On March 8, 2019, personally appeared before me, a Notary Public, Ty McCutcheon the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK DEVCO 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 DEVCO LLC, a Delaware limited liability company.



WITNESS my hand and official Seal.
Rebecca S. Aulai
Notary Public in and for said State
My commission expires: 2/24/23

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK SOUTH STATION PLAT 2 AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND ALSO AMENDING LOT O-103 OF THE KENNECOTT DAYBREAK PLAT 4 SUBDIVISION", recorded on 4/2/19, as Entry No. 1296128, Book 2019, at Page 110 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]

Boundary Description:

All of Parcel A as shown on the Kennecott Daybreak Plat 3E Subdivision, recorded as Entry No. 11072222 in Book 2010P at Page 176 in the Office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at the Southernmost Corner of Parcel A of the Kennecott Daybreak Plat 3E Subdivision, also being on the Easterly right-of-way line of Veruca Way, said point lies North 89°56'03" West 7326.768 feet along the Daybreak Baseline South (Basis of bearings is South 89°56'03" East 21225.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 1205.578 feet from the Southeast Corner of said Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°58'42" East 637.730 feet along the Section Line and North 1201.269 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Parcel A the following (12) courses: 1) North 36°32'54" West 331.988 feet; 2) North 54°53'01" East 310.991 feet to a point on a 1073.500 foot radius tangent curve to the left, (radius bears North 35°06'59" West); 3) along the arc of said curve 26.832 feet through a central angle of 01°25'56"; 4) North 53°27'06" East 45.145 feet to a point on a 130.500 foot radius non tangent curve to the left, (radius bears North 43°44'46" East); 5) along the arc of said curve 139.594 feet through a central angle of 61°17'18"; 6) South 36°32'54" East 67.114 feet; 7) South 53°27'06" West 67.000 feet to a point on a 41.000 foot radius tangent curve to the left, (radius bears South 36°32'54" East); 8) along the arc of said curve 64.403 feet through a central angle of 90°00'00"; 9) South 36°32'54" East 170.345 feet; 10) South 53°27'06" West 78.000 feet; 11) North 36°32'54" West 55.965 feet; 12) South 53°27'06" West 283.000 feet to the point of beginning.

Property contains 3.103 acres.