

13434475
10/21/2020 02:03 PM \$40.00
Book - 11043 Pg - 7510-7516
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: JLA, DEPUTY - WI 7 P.

WHEN RECORDED, RETURN TO:

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

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 11A 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 11A PLAT 1) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this MARCH 16, 2020, by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company), as founder ("**Founder**") under the Community Charter for Daybreak, recorded on February 27, 2004, as Entry No. 8989518, in Book 8950, beginning at Page 7784, in the Official Records of Salt Lake County, 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, as further 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, as further 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 further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211 in the Official Records of Salt Lake County, as further amended by that certain Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No. 11082445 in the Official Records of Salt Lake County, as further amended by that certain Amendment No. 6 to

Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667, in the Official Records of Salt Lake County, and as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in the Official Records of Salt Lake County (as amended and/or supplemented 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**”), and is consented to by **VP DAYBREAK DEVCO**, a Delaware limited liability company (“**VP Devco**”).

RECITALS:

- A. Pursuant to the Charter, Founder is the “Founder” of the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Founder and/or VP Devco has recorded or is concurrently recording that certain subdivision map entitled “DAYBREAK VILLAGE 11A PLAT 1 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT1” (the “**Plat**”) which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). VP Devco is the fee simple 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 created the Telecommunications Service Area No. 1 (the “**Telecommunications Service Area**”).
- D. Founder and VP Devco desire 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. VP 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.** 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 March 16, 2020, Founder has executed this Supplement, and VP 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: [Signature]
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On March 16, 2020, personally appeared before me, a Notary Public, Ty McCutcheon, President & CEO of Daybreak Communities LLC, 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.



Tara Betty Donnelly
Notary Public in and for said State

My commission expires: 5-10-23

[SEAL]

VP Devco:

VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

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

By: *Ty*
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On March 16, 2020, personally appeared before me, a Notary Public, Ty McCutcheon, President & CEO of Daybreak Communities LLC, 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.



Tara Betty Donnelly
Notary Public in and for said State

My commission expires: 5-10-23

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 11A PLAT 1 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT1", recorded on Oct 21, 2020, as Entry No. 1343447B, Book 2020P, at Page 256 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at a point on the Easterly Line of the Less & Except Parcel OO as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 2832.372 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 1579.510 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 81°36'09" West 120.000 feet; thence North 08°23'51" East 125.484 feet; thence North 26°43'22" West 187.141 feet; thence North 68°49'22" West 0.554 feet; thence North 21°10'38" East 120.394 feet to a point on the Northerly Line of said Less & Except Parcel OO, also being a point on a 230.000 foot radius non tangent curve to the left, (radius bears North 17°49'27" East, Chord: South 79°12'17" East 56.289 feet); thence along said Less & Except Parcel OO the following (5) courses: 1) along the arc of said curve 56.430 feet through a central angle of 14°03'27" to a point of compound curvature with a 230.000 foot radius non tangent curve to the left, (radius bears North 83°04'55" East, Chord: South 16°49'13" East 79.106 feet); 2) along the arc of said curve 79.502 feet through a central angle of 19°48'17"; 3) South 26°43'22" East 140.236 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears South 63°16'38" West, Chord: South 09°09'45" East 102.580 feet); 4) along the arc of said curve 104.204 feet through a central angle of 35°07'13"; 5) South 08°23'51" West 109.661 feet to the point of beginning.

Property contains 1.100 acres.

Also and together with the following described tract of land:

Beginning at a point on the Westerly Line of the Less & Except Parcel II as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 2890.740 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 1564.108 feet from the Southwest

Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Less & Except Parcel II the following (8) courses: 1) North 08°23'51" East 116.431 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears North 81°36'09" West, Chord: North 04°49'23" West 105.203 feet); 2) along the arc of said curve 106.142 feet through a central angle of 26°26'29" to a point of reverse curvature with a 170.000 foot radius non tangent curve to the right, (radius bears South 13°12'34" East, Chord: North 87°35'38" East 63.730 feet); 3) along the arc of said curve 64.109 feet through a central angle of 21°36'25"; 4) South 81°36'09" East 350.730 feet; 5) South 80°19'13" East 71.151 feet; 6) South 09°40'47" West 15.585 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears North 80°19'13" West, Chord: South 12°24'46" West 16.213 feet); 7) along the arc of said curve 16.219 feet through a central angle of 05°27'59"; 8) South 15°08'46" West 141.834 feet; thence North 74°51'14" West 75.000 feet; thence South 15°08'46" West 131.000 feet; thence North 74°51'14" West 158.997 feet; thence North 15°08'46" East 2.828 feet; thence North 74°51'14" West 156.000 feet; thence North 15°08'46" East 20.000 feet; thence North 74°51'14" West 42.541 feet to the point of beginning.

Property contains 2.620 acres.