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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: MBP, DEPUTY - WI 7 P.

WHEN RECORDED RETURN TO:

VP Daybreak Operations LLC
Attn: 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 4 HARBOR 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 4 HARBOR PLAT 1) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "**Supplement**") is made this December 7, 2018, 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**"); and is consented to by VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company ("**Investments**") and IVORY DEVELOPMENT, LLC, a Utah limited liability company ("**Ivory Development**").

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 4 HARBOR PLAT 1 AMENDING LOTS A-5, O-114 & O-115 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” (the “**Plat**”) which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). Ivory Development 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, Investments and Ivory Development 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. By execution hereof, Investments and Ivory Development hereby consents to the subjection of the Property to the Charter and the Covenant, as set forth herein.
- 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 Pages]

IN WITNESS WHEREOF, Declarant has executed this Supplement, and Investments and Ivory Development has consented to the same, as of the date first written above.

Declarant:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

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

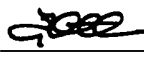
By: 

Ty McCutcheon, President & CEO

Investments:

VP DAYBREAK INVESTMENTS LLC,
a Delaware limited liability company

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

By: 

Ty McCutcheon, President & CEO

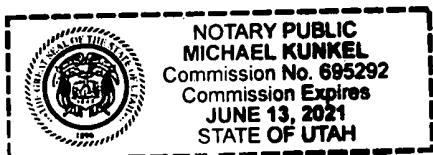
[Acknowledgments and Signatures Continue on the Following Pages]

ACKNOWLEDGMENTS

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

On December 7, 2018, 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.



[SEAL]

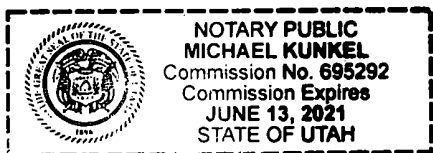
[Signature]
Notary Public in and for said State

My commission expires: June 13, 2021

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

On December 7, 2018, personally appeared before me, a Notary Public, Ty McCutcheon, President & CEO of Daybreak Communities LLC, the Project Manager of VP DAYBREAK INVESTMENTS 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 INVESTMENTS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



[SEAL]

[Signature]
Notary Public in and for said State

My commission expires: June 13, 2021

[Acknowledgments and Signatures Continue on the Following Page]

Ivory Development:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

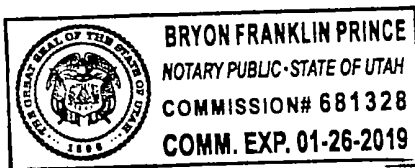
By: *Chris P. Gamvroulas*
Name: CHRISTOPHER P. GAMVROULAS
Its: PRESIDENT

ACKNOWLEDGMENT

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

On DECEMBER 10, 2018, personally appeared before me, a Notary Public,
CHRIS P. GAMVROULAS, the PRESIDENT of IVORY
DEVELOPMENT, LLC, a Utah 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/she
executed the above instrument on behalf of IVORY DEVELOPMENT, LLC, a Utah limited
liability company.

WITNESS my hand and official Seal.



[SEAL]

Bryon Franklin Prince
Notary Public in and for said State

My commission expires: 01-26-2019

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 4 HARBOR PLAT 1 AMENDING LOTS A-5, O-114 & O-115 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT", recorded on January 15, 2019, as Entry No. 12919479, Book 2019 P, at Page 20 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON RECORDATION OF PLAT]

Daybreak Village 4 Harbor Plat 1

Beginning at a point on the Southwesterly line of Lot A-5 of the Kennecott Daybreak Oquirrh Lake Plat, said point also being on the Easterly Right-of-Way of Kestrel Rise Road, said point lies North 89°57'12" East 282.092 feet along the Section Line and South 6272.971 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 53°26'57" East 254.968 feet to a point on a 1450.381 foot radius non tangent curve to the left, (radius bears North 49°34'15" East, Chord: South 41°36'44" East 59.892 feet); thence along the arc of said curve 59.896 feet through a central angle of 02°21'58" to a point on the Northeasterly line of Lot A-5 of said Kennecott Daybreak Oquirrh Lake Plat; thence along said Lot A-5 the following (2) courses: 1) South 45°21'23" East 163.747 feet; 2) South 42°28'22" East 47.311 feet to a point on a 117.000 foot radius tangent curve to the right, (radius bears South 47°31'38" West, Chord: South 13°21'30" East 113.854 feet); thence along the arc of said curve 118.906 feet through a central angle of 58°13'44" to a point of compound curvature with a 59.000 foot radius tangent curve to the right, (radius bears North 74°14'38" West, Chord: South 34°36'09" West 38.118 feet); thence along the arc of said curve 38.814 feet through a central angle of 37°41'35"; thence South 53°26'57" West 162.722 feet to a point on the Southeasterly line of said Lot A-5, also being a point on a 243.598 foot radius non tangent curve to the left, (radius bears South 64°49'12" East, Chord: South 20°40'44" West 38.235 feet); thence along said Lot A-5 the following (5) courses: 1) along the arc of said curve 38.274 feet through a central angle of 09°00'08"; 2) South 14°01'57" West 17.386 feet; 3) North 36°32'54" West 255.904 feet; 4) North 37°05'11" West 106.509 feet; 5) North 36°32'54" West 54.827 feet to the point of beginning.

Property contains 2.421 acres.