

WHEN RECORDED, RETURN TO:

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

13953306 B: 11339 P: 6809 Total Pages: 7
05/17/2022 09:37 AM By: bmeans Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: VP DAYBREAK OPERATIONS LLC ATTN: JOHN WARNICK
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 7 PLAT 4)**

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 4) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “Supplement”) is made this April 18, 2022, 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 Salt Lake County Recorder’s Office, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6467 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book 9807, beginning at Page 7337 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No.

11082445, in Book 9882, beginning at Page 1049 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667, in Book 10448, beginning at Page 4380 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in Book 10690, beginning at Page 7505 in the Salt Lake County Recorder's Office (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 in the Salt Lake County Recorder's Office (as amended and/or supplemented from time to time, the "**Covenant**"), and is consented to by **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation dba Oakwood Homes ("**Oakwood Homes**").

RECITALS:

- A. Pursuant to the Charter, Founder is the "Founder" of the community commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder has recorded or is concurrently recording herewith that certain subdivision map entitled "DAYBREAK VILLAGE 7 PLAT 4 AMENDING A PORTION OF LOT 100-A OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED" (the "**Plat**") which relates to the real property more particularly described on Exhibit A attached hereto (the "**Property**"). Oakwood Homes 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 in the Salt Lake County Recorder's Office (the "**Telecommunications Service Area Supplement**"), Founder created the Telecommunications Service Area No. 1 (the "**Telecommunications Service Area**").
- D. Founder and Oakwood Homes 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. Oakwood Homes, 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 April 19, 2022, Founder has executed this Supplement, and Oakwood Homes has consented to the same.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Miller Family Real Estate, L.L.C.,
a Utah limited liability company
Its: Authorized Manager

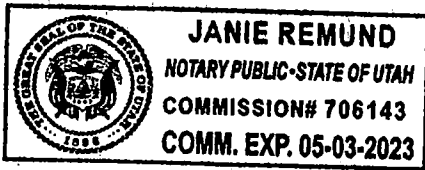
By: *Courtney Palmer*
Courtney Palmer, CFO

ACKNOWLEDGMENT

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

On April 19, 2022, personally appeared before me, a Notary Public, Brad Holmes, the CFO of Miller Family Real Estate, L.L.C., a Utah limited liability company, the Authorized 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.



[Signature]
Notary Public in and for said State

My commission expires: 05-03-2022

[SEAL]

Oakwood Homes:

CLAYTON PROPERTIES GROUP II,
INC., a Colorado corporation dba Oakwood
Homes

By: [Signature]
Name: RYAN SMITH
Its: ASSISTANT SECRETARY

ACKNOWLEDGMENT

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

On May 14, 2022, personally appeared before me, a Notary Public,
Ryan Smith, the Assistant Secretary of CLAYTON PROPERTIES GROUP II,
INC., a Colorado corporation dba Oakwood Homes, 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 CLAYTON PROPERTIES GROUP II, INC., a
Colorado corporation dba Oakwood Homes.



WITNESS my hand and official Seal.

[Signature]
Notary Public in and for said State

My commission expires: 4-18-2026

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 7 PLAT 4 AMENDING A PORTION OF LOT 100-A OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED" recorded on MAY 12, 2022, as Entry No. 13950994, Book 2022P, at Page 119 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Being a portion of Lot 100-A of the Daybreak Village 7 Subdivision Amended according to the official plat thereof, recorded as Entry No. 12654584 in Book 2017P at Page 307 in the Office of the Salt Lake County Recorder (Special Warranty Deed, Entry No. 13041065) more particularly described as follows:

Beginning at a Southerly Corner of Lot 100-A of the Daybreak Village 7 Subdivision Amended, recorded as Entry No. 12654584 in Book 2017P at Page 307 in the Office of the Salt Lake County Recorder, said point lies South 89°56'14" West 217.701 feet along the Section Line and North 53.000 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot 100-A the following (5) courses: 1) North 84.627 feet; 2) North 87°53'31" West 920.237 feet to a point on a 984.500 foot radius tangent curve to the left, (radius bears South 02°06'29" West, Chord: North 88°56'45" West 36.220 feet); 3) along the arc of said curve 36.222 feet through a central angle of 02°06'29"; 4) West 283.972 feet; 5) North 279.500 feet; thence East 14.809 feet to a point on a 328.000 foot radius tangent curve to the right, (radius bears South, Chord: South 82°40'35" East 83.624 feet); thence along the arc of said curve 83.852 feet through a central angle of 14°38'51" to a point of reverse curvature with a 272.000 foot radius tangent curve to the left, (radius bears North 14°38'51" East, Chord: South 82°40'35" East 69.347 feet); thence along the arc of said curve 69.536 feet through a central angle of 14°38'51"; thence East 117.441 feet to a point on a 1244.500 foot radius tangent curve to the right, (radius bears South, Chord: South 88°56'45" East 45.786 feet); thence along the arc of said curve 45.788 feet through a central angle of 02°06'29"; thence South 87°53'31" East 389.851 feet; thence North 02°06'29" East 285.310 feet to a point on a 172.000 foot radius tangent curve to the left, (radius bears North 87°53'31" West, Chord: North 11°26'45" West 80.621 feet); thence along the arc of said curve 81.377 feet through a central angle of 27°06'29"; thence North 25°00'00" West 20.960 feet to a Southerly Corner of Daybreak Village 7 Plat 1 Subdivision, recorded as Entry No. 12654610 in Book 2017P at Page 308 in the Office of the Salt Lake County Recorder; thence along the South Line of said Daybreak Village 7 Plat 1 Subdivision and the Daybreak Village 7 Plat 3 subdivision, recorded as Entry No. 13659559 in Book 2021P at Page 119 in the Office of the Salt Lake County Recorder the following (3) courses: 1) North 65°00'00" East 93.322 feet to a point on a 172.000 foot radius tangent curve to the right, (radius bears South 25°00'00" East, Chord: North 77°23'00" East 73.772 feet); 2) along the arc of said curve 74.349 feet through a central angle of 24°46'01"; 3) North 89°46'01" East 711.238 feet to the East Line of said Lot 100-A; thence along

said Lot 100-A the following (9) courses: 1) South $00^{\circ}13'59''$ East 74.162 feet to a point on a 526.000 foot radius tangent curve to the left, (radius bears North $89^{\circ}46'01''$ East, Chord: South $06^{\circ}40'58''$ East 118.172 feet); 2) along the arc of said curve 118.422 feet through a central angle of $12^{\circ}53'58''$; 3) South $13^{\circ}07'57''$ East 31.170 feet; 4) South $15^{\circ}43'26''$ East 232.238 feet; 5) South $13^{\circ}07'57''$ East 227.240 feet to a point on a 466.500 foot radius tangent curve to the right, (radius bears South $76^{\circ}52'03''$ West, Chord: South $06^{\circ}33'58''$ East 106.690 feet); 6) along the arc of said curve 106.924 feet through a central angle of $13^{\circ}07'57''$; 7) South 32.289 feet; 8) South $89^{\circ}56'12''$ West 263.178 feet; 9) South $89^{\circ}56'14''$ West 217.700 feet to the point of beginning.

Property contains 20.173 acres.