

6-101

WHEN RECORDED, RETURN TO:

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

12693206
01/05/2018 02:39 PM \$121.00
Book - 10636 Pg - 4119-4124
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: DDP, DEPUTY - WI 6 P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 5 PLAT 10)**
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 5 PLAT 10) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "**Supplement**") is made this November 21, 2017, 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, 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 "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 5 PLAT 10 SUBDIVISION, AMENDING LOTS T3 & V3 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 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.

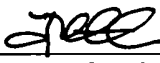
[Signatures on the Following Page]

IN WITNESS WHEREOF, as of this November 21, 2017, Founder has executed this Supplement.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

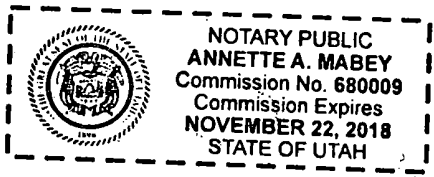
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Ty McCutcheon, President & CEO

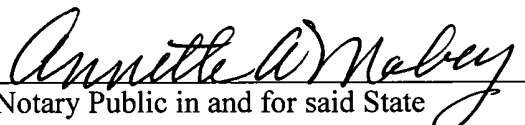
ACKNOWLEDGMENT

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

On November 21, 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.


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 5 PLAT 10 SUBDIVISION, AMENDING LOTS T3 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on JANUARY 5, 2018, as Entry No. 12493204, in Book 200P, at Page 8 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at a point that lies South 00°02'52" West 2250.207 feet along the Section Line and East 2230.571 feet from the West Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 389.998 feet; thence North 48°01'14" East 76.000 feet; thence South 41°58'46" East 6.221 feet; thence North 53°27'06" East 67.718 feet; thence North 36°32'54" West 24.000 feet; thence North 53°27'06" East 323.036 feet; thence North 36°32'54" West 140.000 feet; thence North 53°27'06" East 464.000 feet to the Southwesterly line of Kennecott Daybreak Village 5 Plat 5 Subdivision Amending Lot V3 of the Kennecott Master Subdivision #1 Amending; thence along the boundary of said Kennecott Daybreak Village 5 Plat 5 Subdivision the following (2) courses: 1) South 36°32'54" East 65.000 feet; 2) North 53°27'06" East 6.000 feet to the Westerly corner of Kennecott Daybreak Village 5 Plat 7 Subdivision Amending Lot V3 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Kennecott Daybreak Village 5 Plat 7 Subdivision the following (2) courses: 1) thence South 36°32'54" East 161.177 feet to a point on a 1898.000 foot radius tangent curve to the left, (radius bears North 53°27'06" East); 2) along the arc of said curve 119.349 feet through a central angle of 03°36'10" to a point of compound curvature with a 1898.000 foot radius tangent curve to the left, (radius bears North 49°50'55" East) to a Northwesterly corner of Daybreak Village 5 Plat 8 Subdivision Amending Lots T3 & V3 of the Kennecott Master Subdivision #1; thence along the boundary of said Daybreak Village 5 Plat 8 Subdivision the following (7) courses: 1) along the arc of said curve 425.646 feet through a central angle of 12°50'57"; 2) South 35°47'06" West 102.855 feet; 3) North 46°52'08" West 37.406 feet to a point on a 3472.000 foot radius non tangent curve to the left, (radius bears South 41°40'06" East); 4) along the arc of said curve 523.278 feet through a central angle of 08°38'07"; 5) North 56°46'40" West 100.624 feet; 6) North 50°29'08" West 56.000 feet to a point on a 3628.000 foot radius non tangent curve to the left, (radius bears South 50°29'08" East); 7) along the arc of said curve 33.601 feet through a central angle of 00°31'50" to a Northeasterly corner of the Daybreak Village 5 Plat 9 Subdivision Amending Lots T3 & V3 of the Kennecott Master Subdivision #1; thence along the boundary of said Daybreak Village 5 Plat 9 Subdivision the following (8) courses: 1) thence North 50°11'40" West 135.890 feet; 2) North 38°35'08" East 11.713 feet; 3) North 52°56'38" West 176.063 feet; 4) South 38°35'08" West 316.113 feet; 5)

South 52°56'38" East 150.074 feet to a point on a 658.000 foot radius tangent curve to the left, (radius bears North 37°03'22" East); 6) along the arc of said curve 5.983 feet through a central angle of 00°31'15"; 7) South 38°35'08" West 77.106 feet to a point on a 2703.000 foot radius tangent curve to the right, (radius bears North 51°24'52" West); 8) along the arc of said curve 303.432 feet through a central angle of 06°25'55"; thence North 36°32'54" West 546.189 feet to the point of beginning.

Property contains 17.704 acres.