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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
398 NORTH 1200 WEST
OREM UT 84057
BY: NDA, DEPUTY - M1 6 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 8 PLAT 4B)**

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 8 PLAT 4B) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this April 26, 2018, 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 8 PLAT 4B AMENDING LOTS Z102 & Z103 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1” (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 April 26, 2018, Founder has executed this Supplement.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

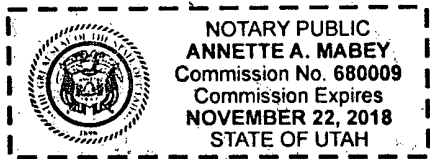
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

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

ACKNOWLEDGMENT

STATE OF UTAH)
)
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)
COUNTY OF SALT LAKE)

On April 26th, 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.

Annette A. Mabe
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 8 PLAT 4B AMENDING LOTS Z102 & Z103 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on July 19, 2018, as Entry No. 12413235, Book 2018P, at Page 254 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at a Southwesterly Corner of Daybreak Village 8 Plat 4A Amending Lot V7 of the Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1, said point lies South 89°56'14" West 1904.506 feet along the Section Line and North 128.673 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 88°27'00" West 235.683 feet to a point on a 222.000 foot radius tangent curve to the right, (radius bears North 01°33'00" West); thence along the arc of said curve 24.240 feet through a central angle of 06°15'22"; thence North 85°17'38" West 72.202 feet to a point on a 178.000 foot radius tangent curve to the left, (radius bears South 04°42'22" West); thence along the arc of said curve 14.620 feet through a central angle of 04°42'22"; thence West 246.441 feet to a point on a 67.500 foot radius tangent curve to the right, (radius bears North); thence along the arc of said curve 105.987 feet through a central angle of 89°57'53"; thence North 00°02'07" West 511.542 feet; thence East 2.000 feet; thence North 00°02'07" West 215.321 feet to a point on a 188.000 foot radius tangent curve to the left, (radius bears South 89°57'53" West); thence along the arc of said curve 120.186 feet through a central angle of 36°37'43"; thence North 36°39'50" West 282.647 feet; thence North 33°22'46" West 217.220 feet to a point on a 227.000 foot radius tangent curve to the right, (radius bears North 56°37'14" East); thence along the arc of said curve 131.568 feet through a central angle of 33°12'30"; thence North 00°10'16" West 11.516 feet to the Southerly Boundary Line of the Daybreak Village 8 Plat 3 Amending Lots V6, V7 & V8 of the Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2 Kennecott Master Subdivision #1; thence along said Southerly Boundary Line the following (11) courses: 1) North 89°49'44" East 54.000 feet; 2) North 00°10'16" West 5.000 feet; 3) North 89°49'44" East 326.693 feet; 4) South 00°03'23" East 121.000 feet; 5) North 89°49'44" East 56.735 feet to a point on a 458.000 foot radius tangent curve to the left, (radius bears North 00°10'16" West); 6) along the arc of said curve 127.000 feet through a central angle of 15°53'16"; 7) North 73°56'28" East 185.267 feet; 8) South 17°50'03" East 7.553 feet; 9) North 72°09'57" East 54.000 feet; 10) North 17°50'03" West 5.879 feet; 11) North 73°56'28" East 192.092 feet; thence South 17°50'03" East 362.218 feet along a portion of said Daybreak Village 8 Plat 3 and Daybreak Village 8 Plat 4A; thence along the Boundary of said Daybreak Village 8 Plat 4A the following (20) courses: 1) South 88°26'33" West 181.619 feet; 2) South 72°09'57"

West 17.660 feet; 3) North 17°50'03" West 31.467 feet; 4) South 72°09'57" West 54.000 feet; 5) South 88°26'33" West 105.167 feet; 6) South 73°56'28" West 245.878 feet; 7) South 00°02'01" East 330.201 feet; 8) East 256.320 feet; 9) North 112.705 feet; 10) North 88°26'33" East 116.043 feet; 11) South 1.552 feet; 12) East 132.990 feet; 13) North 88°26'33" East 129.058 feet; 14) South 262.591 feet; 15) South 08°46'22" West 70.479 feet; 16) North 85°17'38" West 5.013 feet; 17) South 08°46'22" West 457.179 feet to a point on a 16.500 foot radius tangent curve to the right, (radius bears North 81°13'38" West); 18) along the arc of said curve 22.945 feet through a central angle of 79°40'38"; 19) South 88°27'00" West 0.364 feet; 20) South 01°33'00" East 51.000 feet to the point of beginning.

Property contains 21.458 acres.