

WHEN RECORDED RETURN TO:

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

12842358
09/04/2018 03:30 PM \$21.00
Book - 10709 Pg - 3408-3412
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: SAF, DEPUTY - WI 5 P.

SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,

AND

**SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 7A PLAT 2)**

AND

NOTICE OF REINVESTMENT FEE COVENANT

THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK, AND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE, SUBMITTING ADDITIONAL PROPERTY (DAYBREAK VILLAGE 7A PLAT 2) AND NOTICE OF REINVESTMENT FEE COVENANT (this “Supplement”) is made this 13 day of SEPTEMBER, 2017, by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company and VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company (as successors-in-interest to Kennecott Land Company, a Delaware corporation) collectively, as successor Founder (collectively, “Founder**”), under the Covenant for Community for Daybreak, recorded February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at Page 7722 (as amended and supplemented from time to time, the “**Covenant**”), and as successor declarants (collectively, “**Declarant**”) under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as amended and supplemented from time to time, the “**Declaration**”).**

RECITALS:

- A. Founder’s predecessor executed and recorded the Covenant and Declaration, which documents collectively govern certain aspects and uses of a portion of the master planned community development commonly known as “*Daybreak*” located in South Jordan, Utah.

- B. Founder has previously recorded or is concurrently herewith recording that certain subdivision map entitled “DAYBREAK VILLAGE 7A PLAT 2 SUBDIVISION, AMENDING LOTS B3 AND B3B OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND AMENDING THE KENNECOTT DAYBREAK PARKWAY RIGHT-OF-WAY DEDICATION PLAT (EAST FRONTAGE ROAD TO 11800 SOUTH)”, which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the “**Property**”). Founder is the owner of the Property.
- C. Founder desires to submit and subject the Property to the Covenant and the Declaration, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended or supplemented.

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 Declaration.
2. **Submission to Declaration and Covenant.** Pursuant to Section 5.2 of the Covenant and Section 15.1 of the Declaration, Founder (as successor Founder and as successor Declarant) hereby submits and subjects the Property to the Covenant and the Declaration, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. From and after the recordation of this Supplement, the Property shall be held, transferred, sold, conveyed and occupied subject to the Declaration. In addition, the Property shall be subject to the governance of the Daybreak Village Association, Inc., a Utah nonprofit corporation (the “**Association**”), as more particularly described in the Declaration.
3. **Notice of Reinvestment Fee Covenant and Assessments.** Notice is hereby given that the Covenant and the Declaration provide, among other things, that certain assessments and fees will be charged against portions of the Property (and their respective owners), as further described in the Covenant and the Declaration, including a “Community Enhancement Fee” as more particularly defined and set forth in the Covenant and the Declaration. 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. **Full Force and Effect.** The Covenant and the Declaration, as supplemented hereby, shall remain in full force and effect.
5. **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 13 day of SEPTEMBER, 2017, Founder has executed this Supplement.

Founder:

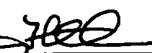
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

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

By: 
Ty McCutcheon, President & CEO

VP DAYBREAK INVESTMENTS LLC,
a Delaware limited liability company

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

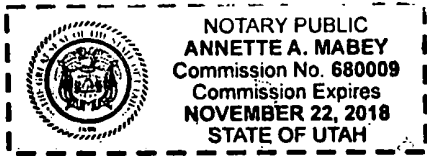
By: 
Ty McCutcheon, President & CEO

ACKNOWLEDGEMENT

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

On Sept. 13, 2017, personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, 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]

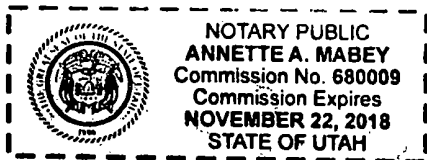
Annette A. Mabey
Notary Public in and for said State

My commission expires: 11/22/2018

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

On Sept 13, 2017, personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, 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]

Annette A. Mabey
Notary Public in and for said State

My commission expires: 11/22/2018

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 7A PLAT 2 SUBDIVISION AMENDING LOTS B3 AND B3B OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND AMENDING THE KENNECOTT DAYBREAK PARKWAY RIGHT-OF-WAY DEDICATION PLAT (EAST FRONTAGE ROAD TO 11800 SOUTH)", recorded on SEPTEMBER 4, 2018, as Entry No. 12842356, Book 2018P, at Page 306 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Daybreak Village 7A Plat 2 Subdivision:

Beginning at the Southwest Corner of Lot B3B of the Kennecott Master Subdivision #1 Amended, also being on the North right-of-way line of 11800 South Street, said point lies North 89°58'44" West 1073.735 feet along the Section Line and North 40.000 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the South line of said Lot B3B North 89°58'44" West 471.280 feet to a point on the Southerly right-of-way line of Daybreak Parkway, also being a point on a 1071.500 foot radius non tangent curve to the left, (radius bears North 26°20'58" West); thence along said Southerly right-of-way line the following (4) courses: 1) along the arc of said curve 190.683 feet through a central angle of 10°11'47"; 2) North 53°27'15" East 77.447 feet; 3) North 56°47'14" East 117.547 feet; 4) North 53°27'15" East 134.830 feet to a Quit Claim Deed to UDOT recorded as Entry No. 12207622 in the Office of the Salt Lake County Recorder; thence along said Quit Claim Deed for the following (2) courses: 1) South 36°25'01" East 16.388 feet; 2) North 53°34'59" East 316.418 feet to the Westerly Line of Mountain View Corridor; thence along said Westerly Line the following (3) courses: 1) South 80°21'48" East 63.313 feet; 2) South 37°45'28" East 310.487 feet; 3) South 37°08'56" East 153.708 feet to a Warranty Deed to UDOT recorded as Entry No. 10586615; thence along said Entry No. 10586615 the following (2) courses: 1) South 50°16'24" West 51.396 feet; 2) South 40°07'25" East 70.386 feet to the said Southerly line of said Lot B3B; thence along said Lot B3B the following (4) courses: 1) North 89°58'44" West 215.714 feet; 2) North 00°01'16" East 246.000 feet; 3) North 89°58'44" West 360.000 feet; 4) South 00°01'16" West 246.000 feet to the point of beginning.

Property contains 3.959 acres.