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WHEN RECORDED, RETURN TO:

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

12961134  
04/02/2019 03:09 PM \$18.00  
Book - 10766 Pg - 3903-3907  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
OLD REPUBLIC TITLE DRAPER/OREM  
898 NORTH 1200 WEST  
OREM UT 84057  
BY: EAP, DEPUTY - MI 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 SOUTH JORDAN CITY PUBLIC SAFETY CENTER)**

**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 SOUTH JORDAN CITY  
PUBLIC SAFETY CENTER) (this "Supplement") is made this 8 day of MARCH, 2019,  
by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (as successor-  
in-interest to Kennecott Land Company, a Delaware corporation) as founder ("**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 declarant ("**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**"); and is consented to by VP DAYBREAK DEVCO LLC, a  
Delaware limited liability company ("**VP Daybreak Devco**").**

**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 and/or VP Daybreak Devco have previously recorded, or are concurrently herewith recording, that certain subdivision map entitled "DAYBREAK SOUTH

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JORDAN CITY PUBLIC SAFETY CENTER AMENDING LOTS T3 AND T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED”, which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the “**Property**”). VP Daybreak Devco is the fee simple owner of the Property.

- C. Founder and VP Daybreak Devco desire 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. VP Daybreak Devco, 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 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]*

BK 10766 PG 3905

VP Daybreak Devco:

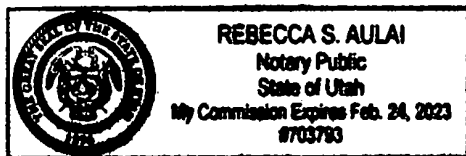
**VP DAYBREAK DEVCO LLC,**  
a Delaware limited liability company

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


By:   
Ty McCutcheon, President & CEO

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

On March 8, 2019, personally appeared before me, a Notary Public, Ty McCutcheon the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK DEVCO 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 DEVCO LLC, a Delaware limited liability company.



WITNESS my hand and official Seal.

  
Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK SOUTH JORDAN CITY PUBLIC SAFETY CENTER AMENDING LOTS T3 AND T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on \_\_\_\_\_, as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]

#### Boundary Description:

Beginning at a Southwest Corner of the Daybreak Lake Avenue East subdivision, said point also being on the Easterly line of a parcel owned by Utah Power & Light Company, said point lies North 89°56'03" West 9795.540 feet along the Daybreak Baseline South (Being North 89°56'03" West 21225.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3162.707 feet from the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 0°00'12" West 2123.444 feet along the Section Line and East 845.885 feet from the Northwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the Southerly Line of said Daybreak Lake Avenue East North 53°27'06" East 489.988 feet; thence South 36°32'54" East 305.000 feet; thence South 53°27'06" West 484.949 feet to said Easterly Line; thence along said Easterly Line North 37°29'42" West 305.042 feet to the point of beginning.

Property contains 3.413 acres.