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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

12961137
04/02/2019 03:11 PM \$20.00
Book - 10766 Pg - 3913-3918
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: EAP, DEPUTY - WI 6 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 NORTH STATION CAMPUS)**

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 NORTH STATION CAMPUS)**
(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 has previously recorded, or is concurrently herewith recording, that certain subdivision map entitled "DAYBREAK NORTH STATION

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CAMPUS AMENDING LOTS T3, OS2 & WTC1 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 3915

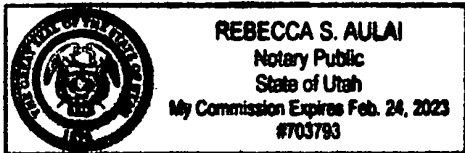
VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

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

By: Ty McCutcheon
Ty McCutcheon, President & CEO

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.

Reena S. Adair
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 NORTH STATION CAMPUS AMENDING LOTS T3, OS2 & WTC1 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on 4/2/19, as Entry No. 12961136, Book 2019, at Page 112 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]

Boundary Description:

Beginning at a point on the East Line of Mountain View Corridor, said point lies South 89°55'04" East 750.355 feet along the Section Line and South 940.024 feet from the North Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°55'07" East 151.030 feet to the Northwest Corner of Lot P-120, Kennecott Daybreak Bingham Creek Amending Portions of Lots B1, B2, OS1, OS2, WTC1 and V3 of the Kennecott Master Subdivision #1 Amended; thence along said Bingham Creek Plat South 05°11'00" East 471.576 feet to a Northerly Line of a Utah Department of Transportation parcel; thence along said Utah Department of Transportation parcel the following (3) courses: 1) South 61°46'52" West 30.753 feet; 2) South 07°19'21" East 140.371 feet; 3) North 64°06'48" East 24.653 feet to the Westerly Line of Lot P-120 of said Bingham Creek Plat; thence along said Bingham Creek Plat the following (6) courses: 1) South 05°11'00" East 120.410 feet to a point on a 2050.000 foot radius non tangent curve to the right, (radius bears South 16°42'10" East); 2) along the arc of said curve 597.610 feet through a central angle of 16°42'10"; 3) East 519.548 feet to a point on a 950.000 foot radius non tangent curve to the left, (radius bears North); 4) along the arc of said curve 233.045 feet through a central angle of 14°03'19"; 5) North 75°56'41" East 221.429 feet; 6) North 00°04'56" East 561.555 feet to the Northeast Corner of Lot P-111 of said Bingham Creek Plat, also being a point on the South line of a Utah Power & Light parcel; thence along said South Line South 89°55'07" East 32.486 feet a point on the West Line of a South Jordan City Parcel; thence along said South Jordan City parcel the following (14) courses: 1) South 02°35'23" East 59.719 feet; 2) South 225.904 feet; 3) South 03°48'51" West 165.366 feet; 4) South 117.576 feet; 5) South 75°56'41" West 10.309 feet; 6) South 494.778 feet; 7) South 01°44'09" West 346.620 feet; 8) South 705.707 feet to a point on a 516.500 foot radius tangent curve to the left, (radius bears East); 9) along the arc of said curve 18.629 feet through a central angle of 02°04'00"; 10) South 02°04'00" East 489.849 feet; 11) South 43.872 feet to a point on a 1263.500 foot radius tangent curve to the left, (radius bears East); 12) along the arc of said curve 246.433 feet through a central angle of 11°10'30" to a point of reverse curvature with a 83.500 foot radius tangent curve to the right, (radius bears South 78°49'30" West); 13) along the arc of said curve 5.128 feet through a central angle of 03°31'07" to a point of reverse curvature with a 1269.000 foot radius tangent curve to the left, (radius bears North 82°20'37" East); 14) along the arc of said curve 124.906 feet through a central angle of 05°38'22" to the North Line of The Last Holdout, LLC parcel; thence along said North Line and North Line

Extended North 89°51'12" West 1552.664 feet more or less to a point on a 4958.577 foot radius non tangent curve to the right, (radius bears North 76°08'59" East), also being a point on said East Line of Mountain View Corridor; thence along said East Line the following (23) courses: 1) along the arc of said curve 108.319 feet through a central angle of 01°15'06"; 2) North 32°33'39" East 21.270 feet; 3) North 12°16'47" West 57.001 feet; 4) North 69°39'33" West 28.160 feet to a point on a 4967.578 foot radius non tangent curve to the right, (radius bears North 78°24'31" East); 5) along the arc of said curve 754.322 feet through a central angle of 08°42'01"; 6) North 01°43'15" East 134.472 feet to a point on a 4958.577 foot radius non tangent curve to the right, (radius bears North 88°39'29" East); 7) along the arc of said curve 16.070 feet through a central angle of 00°11'08"; 8) North 01°09'23" West 154.672 feet; 9) North 46°46'04" East 22.270 feet; 10) North 06°17'04" West 135.852 feet; 11) North 43°21'51" West 20.050 feet to a point on a 8032.625 foot radius non tangent curve to the left, (radius bears South 88°34'46" West); 12) along the arc of said curve 293.785 feet through a central angle of 02°05'44"; 13) North 00°11'59" West 135.822 feet to a point on a 8041.320 foot radius non tangent curve to the left, (radius bears South 85°31'04" West); 14) along the arc of said curve 94.631 feet through a central angle of 00°40'27"; 15) North 05°09'23" West 118.162 feet; 16) North 33°35'38" East 36.751 feet; 17) North 05°30'25" West 101.902 feet; 18) North 56°24'22" West 40.241 feet; 19) North 05°09'23" West 154.812 feet; 20) North 84°50'37" East 16.420 feet; 21) North 05°09'23" West 252.674 feet; 22) South 84°50'37" West 16.420 feet; 23) North 05°09'23" West 434.801 feet to the point of beginning.

Property contains 92.431 acres.