

WHEN RECORDED, RETURN TO:

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

13272990
05/18/2020 03:40 PM \$40.00
Book - 10945 Pg - 6002-6007
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: TCA, DEPUTY - MI 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 VILLAGE 7A PLAT 3)**

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 3) (this “Supplement”) is made this 16 day of MARCH, 2020, 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 VILLAGE 7A PLAT 3 SUBDIVISION AMENDING LOT WTC2 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED AND LOT Z108 OF THE VP DAYBREAK

OPERATIONS-INVESTMENTS PLAT 1 AND LOT P-126 OF THE DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION”, which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the “**Property**”). Founder and VP Daybreak Devco are the fee simple owners 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 a 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]

IN WITNESS WHEREOF, as of this 16 day of MARCH, 2020, Founder has executed this Supplement, and VP Daybreak Devco has consented to the same.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

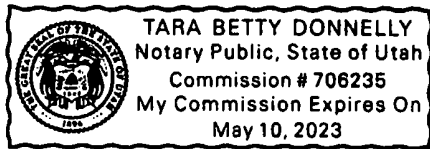
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

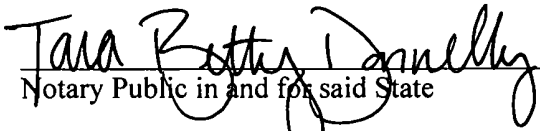
By: 
Ty McCutcheon its President & CEO

STATE OF UTAH)
)
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)
COUNTY OF SALT LAKE)

On MARCH 16, 2020 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 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. 5-10-23

[SEAL]

VP Daybreak Devco:

VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

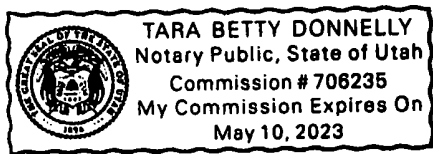
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

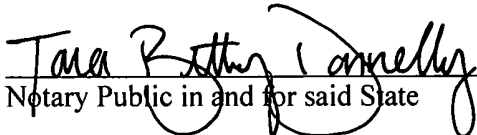
By: 
Ty McCutcheon its President & CEO

STATE OF UTAH)
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)
COUNTY OF SALT LAKE)

On March 16, 2020 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: 5-10-23

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION AMENDING LOT WTC2 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED AND LOT Z108 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 AND LOT P-126 OF THE DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION", recorded on MAY 16, 2020, as Entry No. 13272948, Book 2020P, at Page 118 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]

Daybreak Village 7A Plat 3

Beginning at a point on the West Right-of-way Line of Mountain View Corridor, said point lies South 89°55'30" East 1177.037 feet along the Daybreak Baseline Southeast (Being South 89°55'30" East 10641.888 feet between the Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 1426.687 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along Kennecott Daybreak Village 7A Plat 1 Subdivision the following (9) courses: 1) South 53°27'06" West 991.809 feet; 2) South 70°37'01" West 65.500 feet to a point on a 476.500 foot radius non tangent curve to the right, (radius bears South 70°37'00" West, Chord: South 17°11'30" East 36.445 feet); 3) along the arc of said curve 36.454 feet through a central angle of 04°23'00"; 4) South 15°00'00" East 234.740 feet to a point on a 246.500 foot radius tangent curve to the right, (radius bears South 74°59'59" West, Chord: South 07°10'58" East 67.056 feet); 5) along the arc of said curve 67.264 feet through a central angle of 15°38'05" to a point of reverse curvature with a 253.500 foot radius tangent curve to the left, (radius bears South 89°21'56" East, Chord: South 07°10'58" East 68.960 feet); 6) along the arc of said curve 69.174 feet through a central angle of 15°38'05"; 7) South 15°00'00" East 173.880 feet to a point on a 465.000 foot radius tangent curve to the right, (radius bears South 75°00'00" West, Chord: South 07°20'51" East 123.841 feet); 8) along the arc of said curve 124.210 feet through a central angle of 15°18'17"; 9) South 00°18'17" West 54.169 feet to the North Right-of-Way Line of Daybreak Parkway; thence along said North Right-of-Way Line the following (3) courses: 1) North 89°58'44" West 61.163 feet; 2) South 18.500 feet; 3) North 89°58'44" West 169.389 feet to the Southeast Corner of the Kennecott Daybreak Questar/JVWCD Subdivision; thence along said Kennecott Daybreak Questar/JVWCD Subdivision the following (3) courses: 1) North 00°00'34" East 85.000 feet; 2) North 89°58'44" West 187.000 feet; 3) South 00°00'34" West 85.000 feet to said North Right-of-Way Line; thence along said North Right-of-Way Line North 89°58'44" West 49.976 feet to the East Line of Sunstone Village No. 1 Subdivision; thence along said East Line North 00°00'40" East 2347.901 feet to the Northeast Corner of said Sunstone Village No. 1 Subdivision, said point also being a Southeasterly Corner of the Daybreak Lake Avenue From Mountain View Corridor to 6000 West Subdivision; thence along said Daybreak Lake Avenue From Mountain View Corridor to 6000 West Subdivision North 07°40'52" West 181.379 feet;

thence North 29°22'15" West 2.711 feet to a point on the Southerly Right-of-Way Line of Lake Avenue and a point on a 1091.000 foot radius non tangent curve to the left, (radius bears North 18°12'34" West, Chord: North 67°37'00" East 158.809 feet); thence along said Southerly Right-of-Way Line the arc of said curve 158.949 feet through a central angle of 08°20'51" to a point on the Westerly Line of Lot WTC2 of the Kennecott Master Subdivision #1 Amended; thence along said Westerly Line South 36°48'17" East 302.554 feet to the North Line of Parcel No. 26-24-301-005; thence along said North Line North 89°56'12" East 190.385 feet to the Northeasterly Corner of said Parcel Number 26-24-301-005; thence along said Parcel Number 26-24-301-005 South 33°43'21" East 197.380 feet to a point on the Westerly Right-of-Way Line of Mountain View Corridor; thence along said Westerly Right-of-Way Line the following (8) courses: 1) South 29°52'17" East 27.962 feet; 2) South 33°41'07" East 173.593 feet to a point on a 5958.593 foot radius tangent curve to the right, (radius bears South 56°18'52" West, Chord: South 33°27'33" East 47.081 feet); 3) along the arc of said curve 47.081 feet through a central angle of 00°27'10"; 4) South 11°21'47" West 21.060 feet; 5) South 34°02'27" East 57.001 feet; 6) South 89°21'02" East 26.970 feet to a point on a 6032.594 foot radius non tangent curve to the left, (radius bears North 57°17'59" East, Chord: South 34°54'39" East 465.382 feet); 7) along the arc of said curve 465.497 feet through a central angle of 04°25'16"; 8) South 37°07'17" East 193.574 feet to the point of beginning.

Property contains 37.076 acres.