

WHEN RECORDED, RETURN TO:

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

13528055
01/08/2021 04:48 PM \$40.00
Book - 11096 Pg - 1079-1085
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: CBA, DEPUTY - WI 7 P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 11A PLAT 2)**

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 11A PLAT 2) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this November 2, 2020, 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 in the Salt Lake County Recorder's Office, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6467 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book 9807, beginning at Page 7337 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No. 11082445, in Book 9882, beginning at Page 1049 in the Salt Lake County Recorder's Office, as

further amended by that certain Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667, in Book 10448, beginning at Page 4380 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in Book 10690, beginning at Page 7505 in the Salt Lake County Recorder's Office (as amended and/or supplemented 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 in the Salt Lake County Recorder's Office (as amended and/or supplemented from time to time, the "**Covenant**"), and is consented to by **VP DAYBREAK DEVCO LLC**, a Delaware limited liability company ("**Devco**").

RECITALS:

- A. Pursuant to the Charter, Founder is the "Founder" of the community commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder and/or Devco has recorded or is concurrently recording herewith that certain subdivision map entitled "DAYBREAK VILLAGE 11A PLAT 2 SUBDIVISION AMENDING LOT Z101 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**"). Devco is the fee simple 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 in the Salt Lake County Recorder's Office (the "**Telecommunications Service Area Supplement**"), Founder created the Telecommunications Service Area No. 1 (the "**Telecommunications Service Area**").
- D. Founder and Devco desire 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. 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.** 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 November 2, 2020, Founder has executed this Supplement, and 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
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On November 2, 2020, 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.

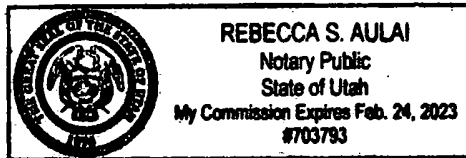
WITNESS my hand and official Seal.

Rebecca S. Aulai

Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]



Devco:

VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

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

By: *Ty*
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On November 2, 2020, personally appeared before me, a Notary Public, Ty McCutcheon, President & CEO of Daybreak Communities LLC, 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.

Rebecca S. Aulai

Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

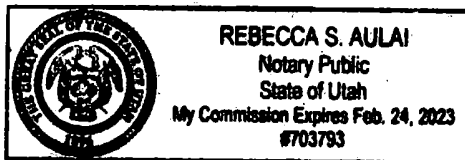


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 11A PLAT 2 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on 1-8-21, as Entry No. 13528053, Book 110916, at Page 1073 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at the Southwest Corner of Less & Except Parcel II as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 2749.932 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 1011.086 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Less & Except Parcel II North 15°08'46" East 102.723 feet; thence South 74°51'14" East 45.003 feet; thence South 71°45'46" East 40.056 feet; thence North 15°08'46" East 262.633 feet; thence South 74°51'14" East 105.000 feet; thence North 15°08'46" East 184.443 feet to a Southerly Corner of Daybreak Village 11A Plat 1 Subdivision; thence along said Daybreak Village 11A Plat 1 the following (3) courses: 1) South 74°51'14" East 158.997 feet; 2) North 15°08'46" East 131.000 feet; 3) South 74°51'14" East 75.000 feet to the East Line of said Less & Except Parcel II; thence along said Less & Except Parcel II the following (2) courses: 1) South 15°08'46" West 701.536 feet; 2) North 71°45'46" West 424.615 feet to the point of beginning.

Property contains 4.354 acres.

Also and together with the following described tract of land:

Beginning at the Southeast Corner of Less & Except Parcel OO as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 2692.862 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 1029.834 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Less & Except Parcel OO the following (3) courses: 1) North 71°45'46" West 809.542 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears South 18°14'14" West, Chord: North 79°08'42" West 59.103 feet); 2) along the arc of said curve 59.267 feet through a central angle of 14°45'51"; 3) North 00°57'15" West 382.303 feet; thence North 89°02'45" East 222.000 feet; thence North 00°57'15" West 85.000 feet; thence North 06°39'53" West 20.100 feet; thence North 00°57'15" West 87.210 feet to a point on a 127.000 foot radius tangent curve to the right, (radius bears North 89°02'45" East, Chord: North 10°06'41" East 48.751 feet);

thence along the arc of said curve 49.056 feet through a central angle of 22°07'53"; thence North 21°10'38" East 293.323 feet to the Northerly Line of said Less & Except Parcel OO; thence along said Less & Except Parcel OO South 68°49'22" East 380.000 feet; thence South 21°10'38" West 85.924 feet to a point on a 73.000 foot radius tangent curve to the left, (radius bears South 68°49'22" East, Chord: South 13°32'36" West 19.395 feet); thence along the arc of said curve 19.452 feet through a central angle of 15°16'03"; thence South 05°54'35" West 119.055 feet; thence South 68°49'22" East 27.675 feet; thence South 21°10'38" West 37.500 feet to a point on a 25.000 foot radius non tangent curve to the left, (radius bears South 21°10'38" West, Chord: South 55°06'41" West 41.484 feet); thence along the arc of said curve 48.927 feet through a central angle of 112°07'53"; thence South 00°57'15" East 394.135 feet to a point on a 25.000 foot radius tangent curve to the left, (radius bears North 89°02'45" East, Chord: South 36°21'31" East 28.967 feet); thence along the arc of said curve 30.896 feet through a central angle of 70°48'31"; thence South 71°45'46" East 9.806 feet to a point on a 25.000 foot radius tangent curve to the left, (radius bears North 18°14'14" East, Chord: North 58°19'02" East 38.257 feet); thence along the arc of said curve 43.563 feet through a central angle of 99°50'23"; thence South 81°36'09" East 37.500 feet; thence South 08°23'51" West 55.330 feet to a point on a 227.000 foot radius tangent curve to the right, (radius bears North 81°36'09" West, Chord: South 11°46'18" West 26.722 feet); thence along the arc of said curve 26.737 feet through a central angle of 06°44'55"; thence South 15°08'46" West 98.717 feet; thence South 74°51'14" East 45.655 feet; thence South 71°45'46" East 144.558 feet to the East Line of said Less & Except Parcel OO; thence along said Less & Except Parcel OO South 15°08'46" West 105.153 feet to the point of beginning.

Property contains 11.852 acres.