



WHEN RECORDED RETURN TO:

VP Daybreak Operations LLC  
9350 South 150 East, Suite 900  
Sandy, Utah 84070  
Attn: John Warnick

Space above for County Recorder's Use

**NOTICE OF REINVESTMENT FEE COVENANT**  
**(Daybreak Master Planned Community)**  
[DAYBREAK VILLAGE 9 PLAT 4]

Pursuant to Utah Code Ann. 57-1-46 *et seq*, this NOTICE OF REINVESTMENT FEE COVENANT (Daybreak Master Planned Community) is hereby given for that certain real property located in Salt Lake County, Utah (the “**Property**”) and more particularly described on Exhibit A attached hereto and incorporated herein, with respect to the following:

1. Pursuant to Daybreak’s Covenant for Community (the “**Daybreak Covenant**”) dated February 25, 2004, and 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 supplemented from time to time, as evidenced in the official records of Salt Lake County, the Daybreak Community Council, a Utah non-profit corporation (the “**Community Council**”) imposes a community enhancement fee (the “**Reinvestment Fee**”) upon certain transfers of portions of the Property except Exempt Transfers (as such term is defined in the Daybreak Covenant).

2. The Reinvestment Fee is payable to the Community Council at the closing of the transfer of the title of the affected portion of the Property.

3. The Reinvestment Fee shall be paid to the Community Council, at the following address:

Daybreak Community Council  
11248 Kestrel Rise Road, Suite 201  
South Jordan, UT 84009

4. The Community Council’s authorized representative is Cameron Jackson.

5. The Reinvestment Fee runs with the land and binds all successors in interest and assigns of the Property.

6. Unless terminated pursuant to the Daybreak Covenant, the duration of the Reinvestment Fee is perpetual.

7. Pursuant to the Daybreak Covenant, the Reinvestment Fee shall be used for purposes consistent with the Community Council’s mission and for purposes for which the Community Council was created, including payment for community planning, facilities and

infrastructure; obligations arising from an environmental covenant, community programming, open space, recreation amenities, charitable purposes, and Community Council association expenses.

8. The Reinvestment Fee paid under the Daybreak Covenant are required to benefit the Property.

9. The Reinvestment Fee is the only reinvestment fee covenant to burden the Property, and no additional reinvestment fee covenant of any type or kind may be imposed on the Property.

10. The Daybreak Covenant contemplates that future phases may be added to the Daybreak Master Planned Community, and the Reinvestment Fee and any corresponding notices thereof will be recorded against and will apply to all newly added phases.

11. This Notice of Reinvestment Fee (Daybreak Master Planned Community) supersedes and replaces any previously recorded notices of transfer fee covenants recorded on any portions of the Property, provided that this Notice of Reinvestment Fee does not amend, replace, or supersede the Daybreak Covenant or the Community Charter for Daybreak, dated February 25, 2004, and recorded in the official records of Salt Lake County on February 27, 2004 as Entry No. 8989518, Book 8950, beginning at Page 7784.

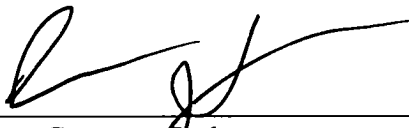
12. Each owner shall contact CCMC's Title Specialist for the Community Council, or designee, at least seven (7) days prior to the scheduled closing or transfer of title and provide the name of the buyer, the date of the transfer of title, and other information the Community Council may reasonably require.

13. The current, total amount of the Reinvestment Fee and/or any unpaid assessments, including principal, interest, and costs with respect to a particular portion of the Property may be obtained by contacting the Community Council's CCMC Title Specialist at 8360 E. Via de Ventura, Bldg. L, Suite 100, Scottsdale, AZ., 85258 or 480-921-7500 or [www.ccmcnet.com](http://www.ccmcnet.com).

*[Signature on Following Page]*

IN WITNESS WHEREOF, the undersigned, as the authorized representative for the Daybreak Community Council, has executed this Notice of Reinvestment Fee (Daybreak Master Planned Community) as of July 3, 2023.

**DAYBREAK COMMUNITY COUNCIL,**  
a Utah non-profit corporation

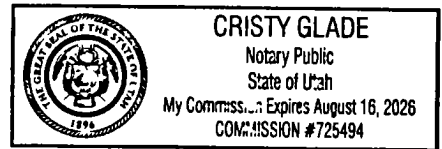
By:   
Name: Cameron Jackson  
Title: President

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

The foregoing instrument was acknowledged before me this 3 day of July, 2023 by Cameron Jackson, the President of DAYBREAK COMMUNITY COUNCIL, a Utah non-profit corporation.

  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
August 16, 2026



## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 9 PLAT 4 AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on July 14, 2023 as Entry No. 14128961, Book 11431, at Page 8672 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

#### Boundary Description:

Proposed DAYBREAK VILLAGE 9 PLAT 4, Amending Lot Z101 of the VP Daybreak Operations-Investments Plat 1, being more particularly described as follows:

Being a portion of Lot Z101 of the VP Daybreak Operations-Investments Plat 1 Subdivision, according to the official plat thereof, recorded as Entry No. 12571292 in Book 2017P at Page 176, in the Office of the Salt Lake County Recorder, more particularly described as follows: Beginning at the intersection of the Southerly Right-of-Way Line of Docksider Drive and the Westerly Right-of-Way Line of Silver Pond Drive, said point that lies South 89°56'37" East 3025.329 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 2762.174 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Silver Pond Drive South 21°52'37" West 223.398 feet to the Northerly Right-of-Way Line of Namaste Drive and a point on a 1027.000 foot radius non tangent curve to the left, (radius bears South 32°43'08" West, Chord: North 58°38'26" West 48.730 feet); thence along said Namaste Drive the following (2) courses: 1) along the arc of said curve 48.735 feet through a central angle of 02°43'08"; 2) North 60°00'00" West 436.906 feet to the Easterly Right-of-Way Line of Aqua Street; thence along said Aqua Street North 25°43'37" East 220.613 feet to said Southerly Right-of-Way Line of Docksider Drive; thence along said Docksider Drive South 60°00'00" East 470.493 feet to the point of beginning.

ALSO AND TOGETHER WITH the following described tract of land:

Beginning at the intersection of the Northerly Right-of-Way Line of Docksider Drive and the Westerly Right-of-Way Line of Silver Pond Drive, said point that lies South 89°56'37" East 3047.912 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 2818.440 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Docksider Drive North 60°00'00" West 462.772 feet to the Easterly Right-of-Way of Aqua Street; thence along said Aqua Street North 30°00'00" East 439.146 feet to the Southerly Right-of-Way of South Jordan Parkway and a point on a 1569.000 foot radius non tangent curve to the left, (radius bears North 29°04'35" East, Chord: South 68°57'32" East 438.636 feet); thence along

said South Jordan Parkway and the arc of said curve 440.077 feet through a central angle of 16°04'14" to said Westerly Right-of-Way of Silver Pond Drive; thence along said Silver Pond Drive the following (5) courses: 1) South 24°35'09" West 140.534 feet; 2) South 22°52'30" West 79.203 feet; 3) South 30°00'00" West 206.459 feet to a point on a 530.000 foot radius tangent curve to the left, (radius bears South 60°00'00" East, Chord: South 25°56'18" West 75.078 feet); 4) along the arc of said curve 75.141 feet through a central angle of 08°07'23"; 5) South 21°52'37" West 7.684 feet to the point of beginning.

ALSO AND TOGETHER WITH the following described tract of land, Beginning at the intersection of the Northerly Right-of-Way Line of Docksider Drive and the Westerly Right-of-Way Line of Watercourse Road, said point that lies South 89°56'37" East 3507.872 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 2509.069 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Docksider Drive North 55°43'37" West 493.793 feet to the Easterly Right-of-Way Line of Silver Pond Drive; thence along said Silver Pond Drive North 21°52'37" East 0.156 feet to a point on a 11.000 foot radius non tangent curve to the right, (radius bears North 43°50'00" East, Chord: North 07°27'03" West 13.760 feet); thence along the arc of said curve 14.866 feet through a central angle of 77°25'55"; thence North 31°15'55" East 52.424 feet to an extension of said Easterly Right-of-Way of Silver Pond Drive; thence along said Watercourse Road the following (3) courses: 1) South 04°31'38" West 189.916 feet; 2) South 30°00'00" West 394.990 feet; 3) South 34°16'23" West 232.818 feet to the point of beginning.