

WHEN RECORDED RETURN TO:
Daybreak Community Association
11248 South Kestrel Rise Road, Suite 201
South Jordan, UT 84009

14261882 B: 11503 P: 2189 Total Pages: 5
07/09/2024 08:46 AM By: vanguyen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Parcel ID Nos.: See Exhibit A

**FIRST AMENDMENT TO
SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
ESTABLISHING A SERVICE AREA FOR
DESTINATION PAIRED HOMES**

This FIRST AMENDMENT TO SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK ESTABLISHING A SERVICE AREA FOR DESTINATION HOMES (this “**Amendment**”) is made by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (“**Founder**”), and is consented to by **DESTINATION CONSTRUCTION, LLC**, a Utah limited liability company (“**Builder**”), as of the date of the last-dated signature set forth on the signature pages below.

RECITALS

A. Founder and Builder executed that certain *Supplement to Community Charter for Daybreak Establishing a Service Area for Destination Paired Homes* (the “**Supplement**”) and Builder caused the same to be recorded in the real property records of the office of the Salt Lake County Recorder on February 23, 2024, as Entry No. 14207796.

B. The Supplement identified certain real property located in South Jordan City (“**City**”), Salt Lake County (“**County**”), State of Utah, and more particularly described on **Exhibit A** to the Supplement and referred to therein as the “**Builder Property**.”

C. Founder and Builder now wish to modify and amend the Supplement to amend certain terms relating to landscaping, as more particularly set forth herein. Pursuant to Section 8.2 of the Supplement, Founder and Builder may amend the Supplement without the consent of any other Owner under certain conditions, which conditions have been satisfied.

NOW, THEREFORE, Founder and Builder do hereby amend the Supplement as follows:

AMENDMENT

1. **Incorporation of Defined Terms**. Capitalized terms used herein but not otherwise defined herein shall have the same meaning set forth in the Supplement, if a meaning is provided in the Supplement.

2. Amendment to Service Area Benefits. Section 2.3.1 of the Supplement is hereby deleted in its entirety and is hereby replaced with the following:

“2.3.1 Landscaping. The Association will maintain the landscaping elements within any unfenced yard area of each Lot including, but not limited to, mowing, blowing and weeding the lawns and planter beds outside fenced areas; provided however, the Association shall not be responsible for maintaining or repairing landscaping within the fenced areas of the Lots nor replacing any vegetation. Owner is responsible for maintaining, setting and ensuring the irrigation system is scheduled to water as needed during the season. Owner is also responsible for winterizing the irrigation system and starting the system each year. Owner improvements will be Owner’s responsibility to repair. All improvements must be approved by the Board and Design Review Committee prior to installation.”

3. Scope of Amendment. Except as specifically modified herein, all terms and conditions of the Supplement, as previously modified, shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Supplement, as previously modified, this Amendment shall control.

[End of Amendment. Signature Page(s) Follow.]

IN WITNESS WHEREOF, Founder has executed this Amendment on this 1 day of July, 2024.

FOUNDER:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

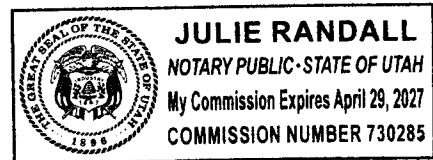
By: LHMRE, LLC,
a Utah limited liability company
Its: Operating Manager

By: [Signature]
Name: Michael Kunkel
Title: Treasurer

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of July, 2024 by Michael Kunkel as the Treasurer of LHMRE, LLC, a Utah limited liability company, the Operating Manager of VP Daybreak Operations LLC, a Delaware limited liability company.

[Signature]
Notary Public



IN WITNESS WHEREOF, Builder consents to this Amendment on this 3 day of JULY, 2024.

BUILDER:

**DESTINATION CONSTRUCTION,
LLC**, a Utah limited liability company

By: [Signature]
Name: Courtney Palmer
Title: CEO

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3 day of July, 2024 by Courtney Palmer as the CEO of Destination Construction, LLC, a Utah limited liability company.



[Signature]
Notary Public

EXHIBIT A-1

(Builder Property Description and Parcel Numbers)

Lots 409-418 (inclusive) of that certain plat map entitled "DAYBREAK VILLAGE 12A PLAT 4 AMENDING LOT V5 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED AND LOT P-115 OF THE DAYBREAK VILLAGE 12A PLAT 3" Subdivision recorded March 30, 2023 in the County Recorder's Office book 2023P page 69.

Lot 409	11217 S Fordman Way	26-22-154-015
Lot 410	11213 S Fordman Way	26-22-154-014
Lot 411	11207 S Fordman Way	26-22-154-013
Lot 412	11203 S Fordman Way	26-22-154-012
Lot 413	11199 S Fordman Way	26-22-154-011
Lot 414	11193 S Fordman Way	26-22-154-010
Lot 415	11189 S Fordman Way	26-22-154-009
Lot 416	11183 S Fordman Way	26-22-154-008
Lot 417	11181 S Fordman Way	26-22-154-007
Lot 418	11177 S Fordman Way	26-22-154-006