

When Recorded Return To:

Daybreak Community Association
11248 South Kestrel Rise Road, Suite 201
South Jordan, Utah 84009

Tax Parcel ID Nos.: See Exhibit A

**AMENDMENT #1
TO SUPPLEMENT TO
COMMUNITY CHARTER FOR DAYBREAK
ESTABLISHING AND/OR EXPANDING SERVICE AREA
FOR
HARBOR VILLAGE AT DAYBREAK PROJECT
ALSO KNOWN AS
MARINA VILLAGE AT DAYBREAK**

THIS AMENDMENT #1 TO SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK ESTABLISHING AND/OR EXPANDING SERVICE AREA FOR HARBOR VILLAGE AT DAYBREAK PROJECT ALSO KNOWN AS MARINA VILLAGE AT DAYBREAK (this "Amendment") is made by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company ("Founder"), pursuant to the Supplement previously recorded on January 22, 2020, as Entry No. 13174895, Book 10887, Pages 3006 to 3027 (the "Supplement") and that certain Community Charter for Daybreak recorded as Entry No. 8989518, Book No. 8950, Pages 7784-7908 in the Office of the County Recorder, Salt Lake County, Utah, as subsequently amended and supplemented from time to time (collectively, the "Charter"). This Amendment amends certain sections of the Supplement as stated below.

RECITALS

- A. WHEREAS, Founder is the founder of the Daybreak Community;
- B. WHEREAS, pursuant to Section 3.4 of the Charter, Founder may designate Service Areas and assign Units to a particular Service Area in a Supplement;
- C. WHEREAS, pursuant to Section 13 of the Supplement, the Supplement may be amended consistent with Section 3.4 and 20.2 of the Charter;
- D. WHEREAS, Pursuant to Section 3.4 of the Charter, Founder has the right to unilaterally amend the Supplement for any purpose during the "Development and Sale Period" (as defined in the Charter). Accordingly, Founder desires to amend the Supplement as set forth herein; and
- E. WHEREAS, Pursuant to Section 20.2(a) of the Charter, Founder has the right to unilaterally amend the Charter for any purpose during the "Founder Control Period" (as defined in the Charter). Accordingly, Founder desires to amend the Supplement as set forth herein.

NOW, THEREFORE, pursuant to the express authority set forth, and reserved unto Founder, in the Charter and Supplement, Founder hereby unilaterally declares as follows:

1. Supplement Authority. Section 2 of the Supplement is amended and restated in its entirety as follows:

SUPPLEMENT TO GOVERNING DOCUMENTS. In addition to this Supplement, the Service Area shall be submitted to and governed by the terms of the Charter and other Governing Documents and shall be subject to all expenses, covenants, conditions, restrictions, and reservations of easements therein. The provisions of this Supplement shall supplement the provisions of the Charter and other Governing Documents, and in the event of a conflict, the terms and provisions of the Supplement shall control. Nothing herein contained shall be construed to relieve any Owner or Unit within the Service Area from the conditions, covenants, and restrictions contained in the Governing Documents, or as limiting or preventing any rights of enforcement granted or available to the Association or by virtue thereof.

2. Service Area Assessments. Section 5 of the Supplement is amended and restated in its entirety as follows:

SERVICE AREA EXPENSES. Subject to the Charter and this Supplement, and in addition to other expenses identified in the Charter and in this Supplement or its exhibits, if any, the expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of the Common Elements and Common Benefits now or hereafter assigned to the Service Area for which the Association has such responsibility shall be “**Service Area Expenses**”, as well as any other amounts that are allowed as Service Area Expenses under Section 12.1 (b) of the Charter for which the Owners of Units within the Service Area shall be responsible. In addition, all Service Area Expenses shall be assessed to the applicable Units as a “**Service Area Assessment**” as provided for in Chapter 12 of the Charter. The Association shall prepare an annual Service Area budget for the estimated Service Area Expenses in accordance with Section 12.2. of the Charter. Generally, religious organizations are exempt from Service Area Assessments when property owned by that religious organization is utilized as a house of worship; however, any residential unit owned by a religious organization not being utilized as a house of worship shall be subject to Service Area Assessments.

This Amendment shall take effect on the date recorded, pursuant to Section 20.2(c) of the Charter.

The Supplement, as amended by this and other Amendments, shall continue in full force and effect. Any reference to the Supplement in any document shall include this Amendment.

FOUNDER

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

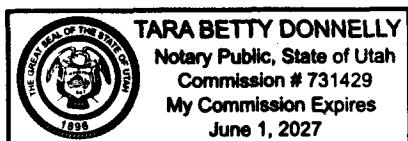
By: **LHMRE, LLC,**
a Utah limited liability company
Its: Operating Manager

By: 
Name: Mike Kunkel
Title: Treasurer

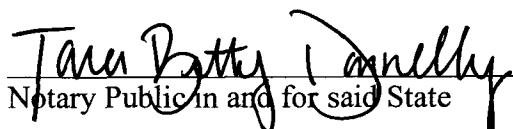
ACKNOWLEDGMENTS

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On January 28, 2025, personally appeared before me, a Notary Public, Mike Kunkel, the Treasurer for LHMRE, LLC, a Utah limited liability company, the Operating 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 they executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



WITNESS my hand and official Seal.


Tara Betty Donnelly
Notary Public in and for said State

My commission expires: June 1, 2027

[SEAL]

ASSOCIATION

DAYBREAK COMMUNITY ASSOCIATION, INC.,
a Utah nonprofit corporation

By: John Jackson
Name: Cameron Jackson
Its: Board President

ACKNOWLEDGMENTS

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

On January 28, 2025 personally appeared before me, a Notary Public, Cameron Jackson the President of Daybreak Community Association, Inc., a Utah nonprofit corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that they executed the above instrument on behalf of Daybreak Community Association, Inc., a Utah nonprofit corporation.

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: Dec 19, 2024

[SEAL]

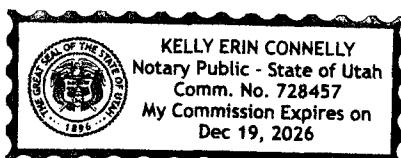


EXHIBIT A

“Legal Description of Project”

That certain real property located in the City of South Jordan, Salt Lake County, Utah, described as follows:

Daybreak Village 4 Harbor Plat 1 Amending Lots A5, O-114 & O-115 of the Kennecott Daybreak Oquirrh Lake Plat, Lots 101 through 134, inclusive, as shown on the final plat on file and of record with the Office of Recorder for Salt Lake County, Utah recorded on January 15, 2019 as Entry No. 12919479, Book 2019P, beginning at Page 020, and common area and facilities as shown thereon.

Parcel Numbers:

27191070150000	27191050040000	27191070460000
27191070180000	27191050050000	27191070430000
27191070190000	27191030220000	27191070370000
27191070200000	27191050060000	27191070360000
27191070210000	27191030230000	27191070350000
27191080010000	27191050070000	27191070340000
27191070220000	27191030240000	27191070330000
27191080030000	27191050080000	27191030150000
27191070260000	27191030250000	27191070320000
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27191070240000	27191030310000	27191080130000
27191070230000	27191030400000	27191070120000
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