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Book - 10731 Pg - 1393-1398
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: MBP, DEPUTY - WI 6 F.

WHEN RECORDED, RETURN TO:

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

PARCEL ID 26-14-100-014

SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,

AND

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DAYBREAK COMMERCE PARK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK COMMERCE PARK PLAT 5)**

AND

NOTICE OF REINVESTMENT FEE COVENANT

**THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK, AND
SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DAYBREAK COMMERCE PARK, SUBMITTING ADDITIONAL
PROPERTY (DAYBREAK COMMERCE PARK PLAT 5)** (this "**Supplement**") is made this 20
day of SEPTEMBER, 2018, 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 successor-in-interest to Daybreak Development LLC, a
Delaware limited liability company, formerly known as Daybreak Development Company, a
Delaware corporation, formerly known as Kennecott Land Residential Development Company, a
Delaware corporation, successor by merger to Daybreak Commerce Park, LLC, a Utah limited
liability company), as declarant ("**Declarant**") under the Declaration of Covenants, Conditions and
Restrictions for Daybreak Commerce Park, recorded on December 12, 2008, as Entry No. 10578186,
in Book 9664, beginning at Page 7696 (as amended and supplemented from time to time, the
"**Declaration**"); and is consented to by **VP DAYBREAK INVESTMENTS LLC**, a Delaware
limited liability company ("**VP Daybreak Investments**").

RECITALS:

- A. Founder's predecessor executed and recorded each of the Covenant and the 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 Investments has previously recorded or is concurrently herewith recording that certain subdivision map entitled "DAYBREAK COMMERCE PARK PLAT 5 AMENDING LOTS B2, OS1 AND THE DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the "Property"). Founder and VP Daybreak Investments are the fee simple owners of the Property.
- C. Founder and VP Daybreak Investments 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 under the Covenant and as successor Declarant under the Declaration), 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 Commerce Park Association, Inc., a Utah nonprofit corporation (the "Association"), as more particularly described in the Declaration. VP Daybreak Investments, 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 Pages]

IN WITNESS WHEREOF, as of this 20 day of September, 2018, Founder has executed this Supplement, and VP Daybreak Investments 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*
Ty McCutcheon its President & CEO

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

On September 20, 2018, 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.



Katie Mc Dermott
Notary Public in and for said State

My commission expires: 09/17/2019

[SEAL]

VP Daybreak Investments:

VP DAYBREAK INVESTMENTS 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

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

On September 20, 2018, 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 INVESTMENTS 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 INVESTMENTS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



Katie Mc Dermott
Notary Public in and for said State

My commission expires: 09/17/2019

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK COMMERCE PARK PLAT 5 AMENDING LOTS B2, OS1 AND THE DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on November 16, 2018, as Entry No. 12887764, Book 2018P, at Page 395 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]

Boundary Description:

Beginning at a point on the Southerly right-of-way line of Crimson View Drive, said point also being a point on a 4261.183 foot radius non tangent curve to the left, (radius bears North 13°36'20" West), said point lies North 89°55'07" West 469.690 feet along the Section Line (Basis of bearings is South 89°55'21" East between the Northwest Corner and the North Quarter of Section 14, T3S, R2W) and South 1490.075 feet from the Northeast Corner of Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Crimson View Drive the following (3) courses: 1) along the arc of said curve 657.324 feet through a central angle of 08°50'18" to a point of reverse curvature with a 435.000 foot radius tangent curve to the right, (radius bears South 22°26'38" East); 2) along the arc of said curve 170.399 feet through a central angle of 22°26'38"; 3) East 487.905 feet to a Southwesterly corner of the Kennecott Daybreak Commerce Park Plat 1 and a point on a 50.000 foot radius tangent curve to the right, (radius bears South); thence along said Kennecott Daybreak Commerce Park Plat 1 and along the arc of said curve 83.597 feet through a central angle of 95°47'41" to a point of compound curvature with a 782.500 foot radius tangent curve to the right, (radius bears North 84°12'19" West); thence along the arc of said curve 408.486 feet through a central angle of 29°54'36"; thence South 35°42'17" West 193.623 feet to a point on a 855.000 foot radius tangent curve to the left, (radius bears South 54°17'43" East); thence along the arc of said curve 37.554 feet through a central angle of 02°31'00" to the Northeasterly Corner of the parcel known as the Tank 5a Property as described in Entry No. 9797197 and recorded in Book 9329 at Page 2527 in the Office of the Salt Lake County Recorder; thence along said Tank 5a Property the following (2) courses: 1) North 76°09'49" West 346.107 feet; 2) South 13°50'11" West 279.721 feet; thence North 76°09'49" West 667.247 feet; thence North 414.026 feet to said Southerly right-of-way line and the point of beginning.

Property contains 16.841 acres.

Also and together with the following described tract of land:

Beginning at a Southwesterly Corner of Lot C-101 of the Kennecott Daybreak Commerce Park Plat 1, said point lies South 89°55'21" East 1824.040 feet along the Section Line and South 1227.024 feet from the Northwest Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot C-101 South 38°55'17" East 311.254

feet to a Northerly Line of Kennecott Daybreak Bingham Creek; thence along said Northerly Line and Northerly Line extended South $89^{\circ}15'43''$ West 1111.036 feet to a point on a 867.500 foot radius non tangent curve to the left, (radius bears North $72^{\circ}47'27''$ West); thence along the arc of said curve 190.556 feet through a central angle of $12^{\circ}35'08''$ to a Southerly Corner of said Kennecott Daybreak Commerce Park Plat 1 and a point of reverse curvature with a 50.000 foot radius tangent curve to the right, (radius bears South $85^{\circ}22'35''$ East); thence along said Kennecott Daybreak Commerce Park Plat 1 the following (8) courses: 1) along the arc of said curve 74.505 feet through a central angle of $85^{\circ}22'35''$; 2) East 77.846 feet to a point on a 532.000 foot radius tangent curve to the left, (radius bears North); 3) along the arc of said curve 69.350 feet through a central angle of $07^{\circ}28'08''$; 4) North $82^{\circ}31'52''$ East 442.470 feet to a point on a 468.000 foot radius tangent curve to the right, (radius bears South $07^{\circ}28'08''$ East); 5) along the arc of said curve 61.007 feet through a central angle of $07^{\circ}28'08''$; 6) East 83.999 feet to a point on a 25.000 foot radius non tangent curve to the right, (radius bears South); 7) along the arc of said curve 24.240 feet through a central angle of $55^{\circ}33'16''$ to a point of reverse curvature with a 76.000 foot radius tangent curve to the left, (radius bears North $55^{\circ}33'16''$ East); 8) along the arc of said curve 89.511 feet through a central angle of $67^{\circ}28'53''$ to the point of beginning.

Property contains 5.812 acres.