

WHEN RECORDED, RETURN TO:

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

12913948
01/04/2019 02:34 PM \$104.00
Book - 10743 Pg - 8514-8519
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: CBP, DEPUTY - MI & P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 8 PLAT 5B)**

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 8 PLAT 5B) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "**Supplement**") is made this October 18, 2018, 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, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded on August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded on October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded on March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6476, in the Official Records of Salt Lake County (as amended 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 (as amended from time to time, the "**Covenant**").

RECITALS:

- A. Pursuant to the Charter, Founder is the “Founder” of the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Founder has recorded or is concurrently recording that certain subdivision map entitled “DAYBREAK VILLAGE 8 PLAT 5B SUBDIVISION AMENDING LOTS Z102, Z103 & Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1, ALSO AMENDING A PORTION OF THE DAYBREAK VILLAGE 8 PLAT 3 SUBDIVISION” (the “**Plat**”) which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). Founder is the 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 (the “**Telecommunications Service Area Supplement**”), Founder created the Telecommunications Service Area No. 1 (the “**Telecommunications Service Area**”).
- D. Founder desires 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.
- 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 October 16, 2018, Founder has executed this Supplement.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

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

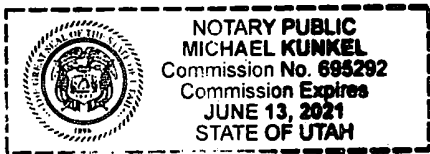
By: Ty
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On October 18, 2018, 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.



[SEAL]

Ty
Notary Public in and for said State

My commission expires: June 13, 2021

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 8 PLAT 5B SUBDIVISION AMENDING LOTS Z102, Z103 & Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1, ALSO AMENDING A PORTION OF THE DAYBREAK VILLAGE 8 PLAT 3 SUBDIVISION", recorded on January 4, 2019, as Entry No. 12913946, Book 2019P, at Page 7 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at a Southwesterly Corner of Daybreak Village 8 Plat 3 Subdivision, said point also being the Southwest Corner of Lot P-124 of said Daybreak Village 8 Plat 3, said point lies North 89°56'14" East 63.372 feet along the Section Line and North 1754.264 feet from the Southwest Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Daybreak Village 8 Plat 3 South 81°31'22" West 290.603 feet to a point on a 272.000 foot radius tangent curve to the right, (radius bears North 08°28'38" West); thence along the arc of said curve 0.693 feet through a central angle of 00°08'45" to a point of compound curvature with a 107.000 foot radius non tangent curve to the right, (radius bears South 88°50'47" West); thence along the arc of said curve 1.835 feet through a central angle of 00°58'56"; thence South 89°49'47" West 54.000 feet to a point on a 53.000 foot radius non tangent curve to the left, (radius bears South 89°49'41" West); thence along the arc of said curve 7.683 feet through a central angle of 08°18'19"; thence North 08°28'38" West 66.328 feet; thence West 140.457 feet; thence North 180.000 feet; thence West 8.000 feet; thence North 54.000 feet; thence East 6.000 feet; thence North 106.000 feet; thence East 20.000 feet; thence North 101.000 feet; thence West 26.000 feet; thence North 54.000 feet; thence East 6.000 feet; thence North 121.000 feet; thence East 20.000 feet; thence North 155.000 feet; thence East 6.000 feet; thence North 166.000 feet; thence East 20.000 feet; thence North 181.000 feet; thence West 20.000 feet; thence North 136.000 feet; thence West 6.000 feet; thence North 54.000 feet; thence East 190.499 feet to a point on a 70.500 foot radius tangent curve to the right, (radius bears South); thence along the arc of said curve 42.024 feet through a central angle of 34°09'11"; thence North 34°09'11" East 96.863 feet; thence North 20.000 feet; thence East 48.893 feet; thence South 29°32'01" East 93.879 feet to a Northwesterly Line of said Daybreak Village 8 Plat 3; thence along said Daybreak Village 8 Plat 3 the following (4) courses: 1) South 60°27'59" West 24.000 feet; 2) South 29°32'01" East 212.273 feet to a point on a 22.000 foot radius tangent curve to the right, (radius bears South 60°27'59" West); 3) along the arc of said curve 11.315 feet through a central angle of 29°28'07"; 4) South 00°03'54" East 236.557 feet; thence North 89°56'06" East 112.000 feet along the North Line and North Line extended of Lot 351 of said Daybreak Village

8 Plat 3; thence along said Lot 351 for the following (3) courses: 1) South 00°03'54" East 29.797 feet; 2) South 18°58'57" East 10.933 feet; 3) South 70°54'56" West 67.329 feet; thence South 19°05'04" East 54.000 feet to the Northerly Line of Lot 350 of said Daybreak Village 8 Plat 3; thence along said Lot 350 the following (3) courses 1) North 70°54'56" East 38.897 feet; 2) South 19°05'04" East 30.167 feet; 3) South 70°54'56" West 106.830 feet along the Southerly Line and Southerly Line extended to the Westerly Line of said Daybreak Village 8 Plat 3; thence along said Daybreak Village 8 Plat 3 the following (5) courses: 1) South 00°06'04" East 22.565 feet; 2) South 10°29'11" West 27.213 feet; 3) South 00°06'04" East 24.690 feet; 4) South 10°41'20" East 27.213 feet; 5) South 00°06'04" East 72.239 feet; thence along the North Line and North Line Extended of Lot 342 of Daybreak Village 8 Plat 3 North 89°56'06" East 111.780 feet to the Northeast Corner of said Lot 342; thence along said Lot 342 the following (2) courses: 1) South 33.192 feet; 2) West 81.674 feet; thence South 54.000 feet to a Southerly line of said Daybreak Village 8 Plat 3; thence along said Daybreak Village 8 Plat 3 the following (5) courses: 1) East 138.823 feet to a point on a 527.000 foot radius non tangent curve to the left, (radius bears North); 2) along the arc of said curve 18.273 feet through a central angle of 01°59'12"; 3) South 34.072 feet; 4) South 04°32'21" East 162.061 feet; 5) South 81°31'22" West 104.397 feet; thence South 08°28'38" East 54.000 feet to the North line of Lot 298 of said Daybreak Village 8 Plat 3; thence along said Lot 298 the following (2) courses: 1) North 81°31'22" East 20.329 feet; 2) South 08°28'38" East 86.000 feet; thence along said Lot 298 and Lot 299 of said Daybreak Village 8 Plat 3 South 81°31'22" West 88.303 feet to a Southwesterly Corner of Lot 299, also being a point on a 24.000 foot radius tangent curve to the right, (radius bears North 08°28'38" West); thence along said Lot 299 the following (2) courses: 1) along the arc of said curve 41.227 feet through a central angle of 98°25'19"; 2) North 00°03'19" West 59.122 feet to the previous Southerly Right-of-Way of Sunrise Field Drive as shown on said Daybreak Village 8 Plat 3; thence along said previous Southerly Right-of-Way South 81°31'22" West 20.218 feet to the Westerly Line of said Daybreak Village 8 Plat 3; thence along said Daybreak Village 8 Plat 3 the following (3) courses: 1) South 00°03'19" East 66.229 feet to a point on a 24.000 foot radius tangent curve to the right, (radius bears South 89°56'41" West); 2) along the arc of said curve 34.171 feet through a central angle of 81°34'41"; 3) South 08°28'38" East 18.467 feet; thence East 6.844 feet to a point on said Westerly Line of said Daybreak Village 8 Plat 3 and a point on a 44.000 foot radius non tangent curve to the left, (radius bears North 17°19'36" West); thence along said Westerly Line of said Daybreak Village 8 Plat 3 the following (2) courses: 1) along the arc of said curve 0.986 feet through a central angle of 01°17'04"; 2) South 00°04'48" East 87.626 feet to the point of beginning.

Property contains 16.402 acres.