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WHEN RECORDED, RETURN TO:

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

13272961  
05/18/2020 03:30 PM \$40.00  
Book - 10945 Pg - 5908-5912  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
OLD REPUBLIC TITLE DRAPER/OREM  
898 NORTH 1200 WEST  
OREM UT 84057  
BY: TCA, DEPUTY - WI 5 P.

**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**

and

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

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 5 PLAT 5 AMENDED) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this APRIL 23, 2020, 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 in the Salt Lake County Recorder's Office, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6467 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book 9807, beginning at Page 7337 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No. 11082445, in Book 9882, beginning at Page 1049 in the Salt Lake County Recorder's Office, as**

further amended by that certain Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667, in Book 10448, beginning at Page 4380 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in Book 10690, beginning at Page 7505 in the Salt Lake County Recorder's Office (as amended and/or supplemented 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 in the Salt Lake County Recorder's Office (as amended and/or supplemented 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 "KENNECOTT DAYBREAK VILLAGE 5 PLAT 5 AMENDED AMENDING LOT C-103 OF THE KENNECOTT DAYBREAK VILLAGE 5 PLAT 5 SUBDIVISION" (the "**Plat**") which relates to the real property more particularly described on Exhibit A attached hereto (the "**Property**"). Founder is the fee simple 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 in the Salt Lake County Recorder's Office (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 APRIL 23, 2020, 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 April 23, 2020, 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.



*Rebecca S. Aulai*  
Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All of the real property described on that certain plat entitled "KENNECOTT DAYBREAK VILLAGE 5 PLAT 5 AMENDED AMENDING LOT C-103 OF THE KENNECOTT DAYBREAK VILLAGE 5 PLAT 5 SUBDIVISION", recorded on MAY 18, 2020, as Entry No. 13272959, Book 2020P, at Page 117 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Daybreak Village 5 Plat 5 Amended

All of Lot C-103 of the Kennecott Daybreak Village 5 Plat 5 Subdivision according to the official plat thereof, more particularly described as follows:

Beginning at the North Corner of Lot C-103 of the Kennecott Daybreak Village 5 Plat 5 Subdivision said point lies North 89°57'41" East 3240.457 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 3091.985 feet from the Northwest Corner of Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot C-103 the following (6) courses: 1) South 36°32'54" East 703.572 feet; 2) South 53°27'06" West 383.870 feet; 3) South 55°33'15" West 139.224 feet; 4) North 36°32'54" West 682.214 feet; 5) North 50°02'47" East 273.595 feet; 6) North 53°27'06" East 249.888 feet to the point of beginning.

Property contains 8.388 acres.