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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UP DAYBREAK OPERATIONS LLC
11248 KESTREL RISE RD, #201
SJC UT 84009
BY: ARA, DEPUTY - WI 17⁴ P.

**LENDER'S CONSENT TO PLAT RECORDING
AND SUBORDINATION (AS TO DEDICATIONS)**

[DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDMENT #1 AMENDING
LOTS M-102 & M-103 OF THE DAYBREAK VILLAGE 4A PLAT 9 SUBIDVISION]

AND

CONSENT TO DOCUMENT RECORDING AND SUBORDINATION

[Notice of Reinvestment Fee Covenant and Supplement to Community Charter for Daybreak
and Supplement to Covenant for Community for Daybreak, Submitting Additional Property
(Daybreak Village 4A Plat 9) and Notice of Reinvestment Fee Covenant and Expansion of
Telecommunications Service Area No. 1] ,

THE UNDERSIGNED, THE BENEFICIARY UNDER A CERTAIN DEED OF TRUST
ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY, HEREBY EXPRESSLY
CONSENTS TO THE SUBDIVISION OF SAID REAL PROPERTY AND JOINS IN THE
EXECUTION AND RECORDING OF THE ABOVE-DESCRIBED SUBDIVISION PLAT.
THE UNDERSIGNED HEREBY CONSENTS TO THE DEDICATIONS AND GRANT OF
EASEMENTS SHOWN THEREON, AND MAKES THE DEED OF TRUST SUBORDINATE
THERETO.

THE UNDERSIGNED LENDER ALSO HEREBY EXPRESSLY CONSENTS TO AND JOINS
IN THE EXECUTION AND RECORDING OF THE FOLLOWING DOCUMENTS
AFFECTING THE REAL PROPERTY DESCRIBED IN THE ABOVE-DESCRIBED
SUBDIVISION PLAT: (1) Notice of Reinvestment Fee Covenant; and (2) Supplement to
Community Charter for Daybreak and Supplement to Covenant for Community for Daybreak,
Submitting Additional Property (Daybreak Village 4A Plat 9) and Notice of Reinvestment Fee
Covenant and Expansion of Telecommunications Service Area No. 1 (collectively, the
"Documents"). THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE
DOCUMENTS AND MAKES THE DEED OF TRUST SUBORDINATE THERETO;
PROVIDED THAT THE UNDERSIGNED LENDER SHALL BE ENTITLED TO
PROTECTIONS AFFORDED TO HOLDERS OF ANY FIRST RECORDED MORTGAGE
AND/OR ANY MORTGAGE, AS APPLICABLE, PURSUANT TO THE (I) COVENANT
FOR COMMUNITY FOR DAYBREAK RECORDED AS ENTRY NO. 8989517 IN THE
SALT LAKE COUNTY RECORDER'S OFFICE, INCLUDING, BUT NOT LIMITED TO
SECTIONS 2.3(B)(IV)(E) AND 2.3(J) THEREIN, AND (II) COMMUNITY CHARTER FOR
DAYBREAK RECORDED AS ENTRY NO. 8989518 IN THE SALT LAKE COUNTY
RECORDER'S OFFICE, INCLUDING, BUT NOT LIMITED TO SECTION 12.7 AND


CHAPTER 15 THEREIN.

THE UNDERSIGNED REPRESENTS THAT THE INDIVIDUAL EXECUTING THIS LENDER'S CONSENT AND SUBORDINATION HAS FULL POWER AND AUTHORITY TO DO SO ON BEHALF OF THE LENDER.

[Signatures on Following Page]

LENDER:

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: 
Name: Rhonda Hard
Title: Vice President

[SIGNATURE MUST BE NOTARIZED]

[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

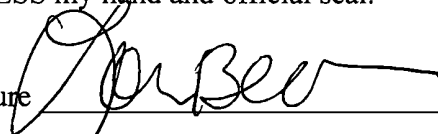
COUNTY OF Fresno

On June 15, 2021 before me, Lori Beckman, Notary Public,
(here insert name of the officer)

personally appeared Rhonda Harold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

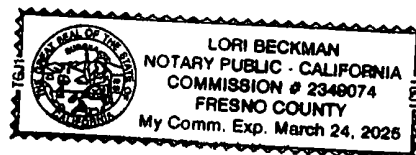


EXHIBIT A
LEGAL DESCRIPTION

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDMENT #1 AMENDING LOTS M-102 & M-103 OF THE DAYBREAK VILLAGE 4A PLAT 9 SUBIDVISION", recorded on 06/29/2021, as Entry No. 13703180, Book 11198, at Page 3973 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDATION]

WHEN RECORDED, RETURN TO:

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

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 4A PLAT 9)**

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 4A PLAT 9) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “Supplement”) is made this _____, 2021, 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 (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 4A PLAT 9 SUBDIVISION AMENDMENT #1 AMENDING LOTS M-102 & M-103 OF THE DAYBREAK VILLAGE 4A PLAT 9 SUBIDVISION" (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]

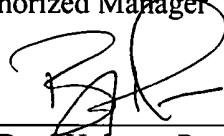
IN WITNESS WHEREOF, as of this June 3rd, 2021, Founder has executed this Supplement.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Miller Family Real Estate, L.L.C.,
a Utah limited liability company

Its: Authorized Manager

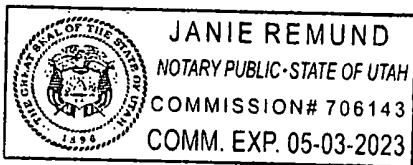
By: 
Brad Holmes, President

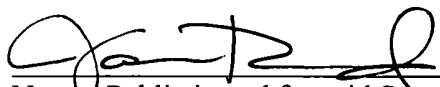
ACKNOWLEDGMENT

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

On June 3, 2021, personally appeared before me, a Notary Public, Brad Holmes, the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, the Authorized 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.




Notary Public in and for said State

My commission expires: 05-03-2023

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDMENT #1 AMENDING LOTS M-102 & M-103 OF THE DAYBREAK VILLAGE 4A PLAT 9 SUBIDVISION", recorded on 06/29/2021, as Entry No. 13703180, Book 11198, at Page 3973 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

All of Lots M-102 & M-103 of the DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION, according to the official plat thereof, recorded in the Office of the Salt Lake County Recorder as Entry No. 12571384 in Book 2017P at Page 177, and more particularly described as follows:

Beginning at the Southernmost Corner of Lot M-102 of the said Daybreak Village 4A Plat 9 Subdivision, said point lies South 89°58'42" East 804.241 feet along the Section Line and North 3363.346 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot M-102 the following (5) courses: 1) North 36°32'54" West 384.521 feet; 2) North 53°27'06" East 91.000 feet to a point on a 22.000 foot radius tangent curve to the right, (radius bears South 36°32'54" East, Chord, South 81°32'54" East 31.113 feet); 3) along the arc of said curve 34.558 feet through a central angle of 90°00'00"; 4) South 36°32'54" East 362.521 feet; 5) South 53°27'06" West 113.000 feet to the point of beginning.

ALSO AND TOGETHER WITH the following described tract of land:

Beginning at the Southernmost Corner of Lot M-103 of the said Daybreak Village 4A Plat 9 Subdivision, said point lies South 89°58'42" East 1068.128 feet along the Section Line and North 3007.454 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot M-103 the following (8) courses: 1) North 36°32'54" West 381.633 feet; 2) North 53°27'06" East 137.333 feet; 3) South 36°32'54" East 110.000 feet; 4) South 53°27'06" West 24.333 feet; 5) South 36°32'54" East 225.323 feet to a point on a 46.000 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord, South 63°16'27" East 41.374 feet); 6) along the arc of said curve 42.914 feet through a central angle of 53°27'06"; 7) South 10.415 feet; 8) South 53°00'00" West 125.408 feet to the point of beginning.

WHEN RECORDED RETURN TO:

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

Space above for County Recorder's Use

NOTICE OF REINVESTMENT FEE COVENANT
(Daybreak Master Planned Community)
[DAYBREAK VILLAGE 4A PLAT 9]

Pursuant to Utah Code Ann. 57-1-46 *et seq*, this NOTICE OF REINVESTMENT FEE COVENANT (Daybreak Master Planned Community) is hereby given for that certain real property located in Salt Lake County, Utah (the "**Property**") and more particularly described on Exhibit A attached hereto and incorporated herein, with respect to the following:

1. Pursuant to Daybreak's Covenant for Community (the "**Daybreak Covenant**") dated February 25, 2004, and 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 supplemented from time to time, as evidenced in the official records of Salt Lake County, the Daybreak Community Council, a Utah non-profit corporation (the "**Community Council**") imposes a community enhancement fee (the "**Reinvestment Fee**") upon certain transfers of portions of the Property except Exempt Transfers (as such term is defined in the Daybreak Covenant).

2. The Reinvestment Fee is payable to the Community Council at the closing of the transfer of the title of the affected portion of the Property.

3. The Reinvestment Fee shall be paid to the Community Council, at the following address:

Daybreak Community Council
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009

4. The Community Council's authorized representative is Rulon Dutson.

5. The Reinvestment Fee runs with the land and binds all successors in interest and assigns of the Property.

6. Unless terminated pursuant to the Daybreak Covenant, the duration of the Reinvestment Fee is perpetual.

7. Pursuant to the Daybreak Covenant, the Reinvestment Fee shall be used for purposes consistent with the Community Council's mission and for purposes for which the Community Council was created, including payment for community planning, facilities and infrastructure; obligations arising from an environmental covenant, community programming, open space, recreation amenities, charitable purposes, and Community Council association expenses.

8. The Reinvestment Fees paid under the Daybreak Covenant are required to benefit the Property.

9. The Reinvestment Fee is the only reinvestment fee covenant to burden the Property, and no additional reinvestment fee covenant of any type or kind may be imposed on the Property.

10. The Daybreak Covenant contemplates that future phases may be added to the Daybreak Master Planned Community, and the Reinvestment Fee and any corresponding notices thereof will be recorded against and will apply to all newly added phases.

11. This Notice of Reinvestment Fee (Daybreak Master Planned Community) supersedes and replaces any previously recorded notices of transfer fee covenants recorded on any portions of the Property, provided that this Notice of Reinvestment Fee does not amend, replace, or supersede the Covenant or the Community Charter for Daybreak, dated February 25, 2004, and recorded in the official records of Salt Lake County on February 27, 2004 as Entry No. 8989518, Book 8950, beginning at Page 7784.

12. Each owner shall contact CCMC's Title Specialist for the Community Council, or designee, at least seven (7) days prior to the scheduled closing or transfer of title and provide the name of the buyer, the date of the transfer of title, and other information the Community Council may reasonably require.

13. The current, total amount of the Reinvestment Fee and/or any unpaid assessments, including principal, interest, and costs with respect to a particular portion of the Property may be obtained by contacting the Community Council's CCMC Title Specialist at 8360 E. Via de Ventura, Bldg. L, Suite 100, Scottsdale, AZ., 85258 or 480-921-7500 or www.ccmcnet.com.

[Signature on Following Page]

**EXHIBIT A
TO
NOTICE OF REINVESTMENT FEE COVENANT**

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 4A PLAT 9 SUBDIVISION AMENDMENT #1 AMENDING LOTS M-102 & M-103 OF THE DAYBREAK VILLAGE 4A PLAT 9 SUBIDVISION", recorded on 06/29/2021, as Entry No. 13703180, Book 11198, at Page 3973 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON RECORDATION OF NEW PLAT]