

12977255  
04/29/2019 03:11 PM \$32.00  
Book - 10774 Pg - 9497-9502  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
VP DAYBREAK OPERATIONS LLC  
11248 KESTREL RISE RD, STE 201  
SOUTH JORDAN UT 84009  
BY: NUP, DEPUTY - WI 6 P.

6-12  
WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC  
Attention: Gary Langston  
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  
(GARDEN PARK CONDOMINIUMS, PHASE 3, 1<sup>ST</sup> AMENDMENT)**

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 (GARDEN PARK CONDOMINIUMS, PHASE 3, 1ST AMENDMENT) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement")** is made this NOVEMBER 5, 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**"), and is consented to by **IVORY HOMES, LTD**, a Utah limited partnership ("**Ivory Homes**").

**RECITALS:**

- A. Pursuant to the Charter, Founder is the “Founder” of the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Founder, or Ivory Homes, has recorded or is concurrently recording that certain subdivision map entitled “GARDEN PARK CONDOMINIUMS, PHASE 3, FIRST AMENDMENT, AMENDING PARCELS K AND L OF KENNECOTT DAYBREAK VILLAGE 4A MULTI FAMILY NO. 1 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 and Ivory Homes desire 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. By execution hereof, Ivory Homes hereby consents to the subjection of the Property to the Charter and the Covenant, as set forth herein.
- 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 Pages]*

IN WITNESS WHEREOF, Founder has executed this Supplement, and Ivory Homes has consented to the same, as of the date first written above.

**Founder:**

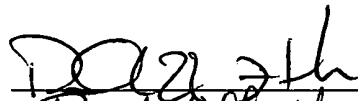
**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

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

By:   
Ty McCutcheon, President & CEO

**Ivory Homes:**

**IVORY HOMES, LTD,**  
a Utah limited partnership

By:   
Name Dick K. Path  
Title CFO

ACKNOWLEDGMENTS

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

On November 9<sup>th</sup>, 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.



Katie K Mc Dermott  
Notary Public in and for said State

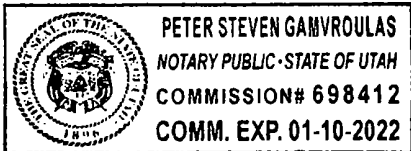
My commission expires: 09/17/2019

[SEAL]

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

On November 5<sup>th</sup>, 2018, personally appeared before me, a Notary Public, RICK LIFFERTH, the SECRETARY of IVORY HOMES, LTD, a Utah limited partnership, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of IVORY HOMES, LTD, a Utah limited partnership.

WITNESS my hand and official Seal.



[Signature]  
Notary Public in and for said State

My commission expires: 01-10-2022

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All of the real property described on that certain plat entitled "GARDEN PARK CONDOMINIUMS, PHASE 3, FIRST AMENDMENT, AMENDING PARCELS K AND L OF KENNECOTT DAYBREAK VILLAGE 4A MULTI FAMILY NO. 1 SUBDIVISION", recorded on April 29, 2019, as Entry No. 12977254, in Book 2019 P, at Page 145 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Being more particularly described as follows:

Commencing at the Southeast corner Section 24 Township 3 South Range 2 West Salt Lake Base and Meridian (basis of bearing being N89°58'42"W 2,677.863 feet between the Southeast corner and the South quarter corner of said Section 24) and running along the South line of Section 24 N89°58'42"W 805.25 feet; thence North 3,919.10 feet to the point of beginning; thence N36°32'54"W 120.08 feet along the East Right-of-Way line of Oakmond Road; thence N53°27'06"E 226.00 feet to a point on the West Right-of-Way line of Arugla Drive; thence S36°32'54"E 100.00 feet along the Right-of-Way line of Arugla Drive to a point on the North Right-of-Way line of Acer Lane; thence along said Right-of-Way line S53°27'06"W 120.00 feet to an intersection point of the South and West Right-of-way line of Acer Lane; thence S36°32'54"E 20.08 feet along the West Right-of-Way Acer Lane; thence S53°27'06"W 106.0 feet to the POINT OF BEGINNING.

Contains 0.5677 acres - 13 units.