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JULIE DOLE
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: DCA, DEPUTY - WI 6 P.

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC
Attn: Gary Langston
4700 West Daybreak Parkway
South Jordan, UT 84009

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 4 WEST PLAT 3)**
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 4 WEST PLAT 3) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this August 14, 2017, by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company, a Delaware corporation) as successor 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 successor "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 4 WEST PLAT 3 SUBDIVISION AMENDING LOTS V2 & V3 OF THE AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED" (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's predecessor 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 August 14, 2017, 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

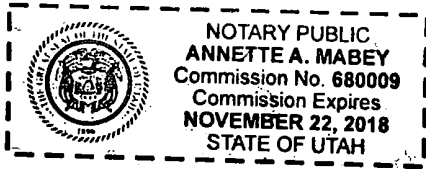
By: *Ty*
Ty McCutcheon, President & CEO

ACKNOWLEDGEMENT

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

On August 14, 2017 personally appeared before me, a Notary Public, Ty McCutcheon, President and 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.



Annette A. Mabey
Notary Public in and for said State

My commission expires: 11/22/2018

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 4 WEST PLAT 3 SUBDIVISION AMENDING LOTS V2 & V3 OF THE AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on August 14²⁰¹⁷, as Entry No. 12597259 Book 2017 P, at Page 210 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDATION]

Boundary Description:

Beginning at a Easterly corner of Kennecott Daybreak Plat 10I Subdivision Amending Lots V2 and V3 of the Kennecott Master Subdivision #1 Amended also being the intersection of the South right-of-way of Crosswater Road and the East right-of-way line of Lake Terrace Avenue, said point lies South 00°02'52" West 443.680 feet along the Section Line and East 4769.399 feet from the West Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence East 84.500 feet along said South right-of-way line also being a South line of Kennecott Daybreak Village 4 West Plat 1 Subdivision Amending Lot V2 and V3 of the Kennecott Master Subdivision #1 Amended to the Northwest corner of Lot 154 of Kennecott Daybreak Village 4 West Plat 2 Subdivision Amending Lot V2 and V3 of the Kennecott Master Subdivision #1 Amended; thence along said Kennecott Daybreak Village 4 West Plat 2 Subdivision the following (12) courses: 1) South 130.000 feet; 2) East 36.157 feet; 3) South 04°37'35" West 57.098 feet; 4) South 08°01'57" West 60.757 feet; 5) South 11°32'31" West 60.758 feet; 6) South 15°03'05" West 60.759 feet; 7) South 18°25'01" West 53.184 feet; 8) North 62°33'26" West 19.833 feet; 9) South 27°26'34" West 20.000 feet; 10) South 24°07'42" West 103.380 feet; 11) South 32°28'59" West 132.229 feet; 12) South 55°43'05" East 503.956 feet to a point on a 1469.000 foot radius non tangent curve to the right, (radius bears North 55°19'41" West) also being on the West right-of-way line of Lake Avenue; thence along said right-of-way line and the arc of said curve 333.248 feet through a central angle of 12°59'52" to a Easterly corner of Kennecott Daybreak Plat 10H Subdivision Amending Lots V2 and V3 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Kennecott Daybreak Plat 10H Subdivision the following (7) courses: 1) North 41°56'25" West 300.009 feet; 2) North 42°25'49" West 56.000 feet to a point on a 1113.000 foot radius non tangent curve to the right, (radius bears North 42°25'49" West); 3) along the arc of said curve 14.641 feet through a central angle of 00°45'13"; 4) North 47°07'43" West 55.077 feet to a point on a 240.000 foot radius tangent curve to the left, (radius bears South 42°52'17" West); 5) along the arc of said curve 88.151 feet through a central angle of 21°02'40"; 6) North 68°10'23" West 39.199 feet to a point on a 230.000 foot radius tangent curve to the right, (radius bears North 21°49'37" East); 7) along the arc of said curve 76.230 feet through a central angle of 18°59'23" to a point of reverse curvature with a 869.000 foot radius non tangent curve to the left, (radius bears North 37°07'14" West); thence along the arc of said curve also being the Easterly line of said Kennecott Daybreak

Plat 10H Subdivision and said Kennecott Daybreak Plat 10I Subdivision 802.020 feet through a central angle of $52^{\circ}52'46''$; thence along the said Easterly boundary of said Kennecott Daybreak Plat 10I Subdivision North 78.417 feet to the point of beginning.

Property contains 5.387 acres.