

WHEN RECORDED RETURN TO:

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

12772337
5/15/2018 11:35:00 AM \$50.00
Book - 10674 Pg - 5161-5166
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

26-13-476-005

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(GARDEN PARK LAKESIDE PHASE 1 SUBDIVISION)**
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 LAKESIDE PHASE 1 SUBDIVISION) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this APRIL 26, 2018, 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**”); and is consented to by **IVORY DEVELOPMENT, LLC**, a Utah limited liability company (“**Ivory Development**”).

RECITALS:

- A. Pursuant to the Charter, Founder is the successor “Founder” of the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Ivory Development has recorded, or is concurrently recording, that certain subdivision map entitled “GARDEN PARK LAKESIDE PHASE 1 SUBDIVISION AMENDING LOT A-3 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” (the “**Plat**”) which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). Ivory Development 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 and Ivory Development 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 Development 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.

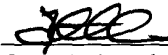
[Signatures on the Following Page]

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

Declarant:

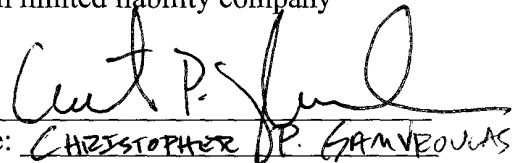
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

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

By: 
Ty McCutcheon, President & CEO

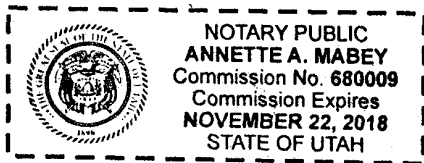
Ivory Development:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By: 
Name: CHRISTOPHER P. SAMVELIAS
Its: PRESIDENT

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

On April 26th, 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.

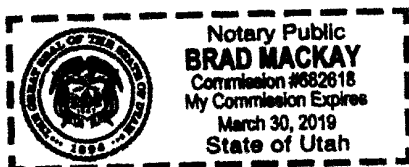
Annette A. Mabe
Notary Public in and for said State

My commission expires: 11/22/2018

[SEAL]

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

On May 14, 2018, personally appeared before me, a Notary Public, Christopher P. Gammvoulas, the President of IVORY DEVELOPMENT, LLC, a Utah 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/she executed the above instrument on behalf of IVORY DEVELOPMENT, LLC, a Utah limited liability company.



WITNESS my hand and official Seal.

Brad Mackay
Notary Public in and for said State

My commission expires: March 30, 2019

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "GARDEN PARK LAKESIDE PHASE 1 SUBDIVISION AMENDING LOT A-3 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT", recorded on APRIL 11, 2018, as Entry No. 12750898, Book 2018 P, at Page 163 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON RECORDATION OF PLAT]

Garden Park Lakeside Plat 1 Subdivision:

Beginning at the Northwest corner of Lot A-3 of the Kennecott Daybreak Oquirrh Lake Plat said point lies North 00°02'52" East 443.498 along the Section line and East 4632.971 feet from the Southwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the Boundary of said Lot A-3 the following (11) courses: 1) North 53°27'06" East 46.585 feet; 2) North 52°16'02" East 33.730 feet to a point on a 100.041 foot radius tangent curve to the right, (radius bears South 37°43'58" East); 3) along the arc of said curve 100.834 feet through a central angle of 57°45'00" to a point of reverse curvature with a 150.004 foot radius tangent curve to the left, (radius bears North 20°01'02" East); 4) along the arc of said curve 129.451 feet through a central angle of 49°26'44" to a point of reverse curvature with a 127.597 foot radius tangent curve to the right, (radius bears South 29°25'41" East); 5) along the arc of said curve 56.202 feet through a central angle of 25°14'13"; 6) North 85°48'32" East 11.896 feet to a point on a 123.528 foot radius tangent curve to the right, (radius bears South 04°11'28" East); 7) along the arc of said curve 68.764 feet through a central angle of 31°53'41" to a point of compound curvature with a 488.548 foot radius tangent curve to the right, (radius bears South 27°42'13" West); 8) along the arc of said curve 77.350 feet through a central angle of 09°04'17"; 9) South 53°13'30" East 32.815 feet to a point on a 149.065 foot radius tangent curve to the left, (radius bears North 36°46'30" East); 10) along the arc of said curve 39.451 feet through a central angle of 15°09'49"; 11) South 68°23'19" East 30.655 feet; thence South 20°59'13" West 335.841 feet; thence South 17°05'37" West 61.953 feet; thence South 53°27'06" West 116.582 feet to the West line of said Lot A-3, also being the East right-of-way line of Kestrel Rise Road; thence along said West line North 36°32'54" West 568.653 feet to the point of beginning.

Property contains 4.012 acres.