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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
398 NORTH 1200 WEST
OREM UT 84057
BY: NDP, DEPUTY - WI 7 P.

WHEN RECORDED, RETURN TO:

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

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(VILLAGE 7 PLAT 2)**

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 (VILLAGE 7 PLAT 2) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "**Supplement**") is made this July 19, 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 Clayton Properties Group II, Inc., a Colorado Corporation dba Oakwood Homes ("**Oakwood**").

RECITALS:

- A. Pursuant to the Charter, Founder is the “Founder” of the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Founder and/or Oakwood has recorded or is concurrently recording that certain subdivision map entitled “DAYBREAK VILLAGE 7 PLAT 2 AMENDING LOT 100 OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED” (the “**Plat**”) which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). Oakwood 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 (the “**Telecommunications Service Area Supplement**”), Founder created the Telecommunications Service Area No. 1 (the “**Telecommunications Service Area**”).
- D. Oakwood desires Founder 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. Oakwood, as the fee simple owner of the Property, hereby consents to the subjection of the Property to the Charter and Covenant, as herein provided.
- 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 July 19, 2018, Founder has executed this Supplement, and Oakwood has consented to the same.

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

ACKNOWLEDGMENT


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

On July 19, 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 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.



[SEAL]


Notary Public in and for said State

My commission expires: June 13, 2021

Oakwood:

CLAYTON PROPERTIES GROUP II, INC.,
a Colorado corporation dba Oakwood Homes

By: TJF
Name: Troy Turner
Its: VP Finance

ACKNOWLEDGMENT

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

On July 23rd, 2018, personally appeared before me, a Notary Public,
Troy Turner, the Vice President of finance of CLAYTON
PROPERTIES GROUP II, INC., a Colorado corporation dba Oakwood Homes, 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 CLAYTON
PROPERTIES GROUP II, INC., a Colorado corporation dba Oakwood Homes.

WITNESS my hand and official Seal.

Rachel Marietta Morris
Notary Public in and for said State

My commission expires: 04-02-2022

[SEAL]



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 7 PLAT 2 AMENDING LOT 100 OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED", recorded on October 2, 2018, as Entry No. 12859671, in Book 2018P, at Page 340 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at an Easterly Corner of the Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 413.506 feet along the Section Line and North 1978.757 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 30°37'58" West 56.000 feet; 2) North 25°00'00" West 180.873 feet; 3) North 30°37'55" West 56.000 feet; 4) South 59°22'05" West 4.526 feet; 5) North 24°42'20" West 95.510 feet; 6) North 30°37'55" West 45.111 feet; 7) South 59°22'05" West 20.000 feet; 8) North 30°37'55" West 49.889 feet to the Northerly line of Lot 100 of the of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Lot 100 the following (10) courses: 1) North 59°22'05" East 362.007 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 30°37'55" East); 2) along the arc of said curve 67.671 feet through a central angle of 19°23'10"; 3) South 81°14'59" East 398.191 feet; 4) South 04°02'21" East 102.544 feet; 5) South 08°47'52" West 35.023 feet to a point on a 956.000 foot radius non tangent curve to the right, (radius bears North 82°18'55" West); 6) along the arc of said curve 17.780 feet through a central angle of 01°03'56"; 7) South 08°45'01" West 329.119 feet; 8) North 81°16'00" West 253.531 feet to a point on a 36.000 foot radius tangent curve to the left, (radius bears South 08°44'00" West); 9) along the arc of said curve 24.735 feet through a central angle of 39°21'59"; 10) South 59°22'02" West 232.285 feet to the point of beginning.

Property contains 7.413 acres.

Also and together with the following described tract of land:

Beginning at the Southwest Corner of Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 1464.451 feet along the Section Line and North 1105.008 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence

along the boundary of said Lot 100 the following (4) courses: 1) North 04°40'39" West 67.764 feet to a point on a 781.000 foot radius tangent curve to the left, (radius bears South 85°19'21" West); 2) along the arc of said curve 179.160 feet through a central angle of 13°08'37"; 3) North 17°49'16" West 401.994 feet to a point on a 781.000 foot radius tangent curve to the left, (radius bears South 72°10'44" West); 4) along the arc of said curve 73.001 feet through a central angle of 05°21'20"; thence North 77°49'38" East 540.248 feet along the boundary of said Lot 100 and the boundary of Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 62°38'34" East 31.000 feet; 2) South 25°00'00" East 111.321 feet; 3) North 65°00'00" East 16.725 feet; 4) North 62°38'34" East 99.897 feet; 5) South 27°21'26" East 84.180 feet; 6) South 25°00'00" East 472.000 feet; 7) South 65°00'00" West 204.954 feet; 8) South 25°00'00" East 56.000 feet to the Southerly line of said Lot 100; thence along said Lot 100 the following (3) courses: 1) South 65°00'00" West 267.148 feet to a point on a 228.000 foot radius tangent curve to the right, (radius bears North 25°00'00" West); 2) along the arc of said curve 99.484 feet through a central angle of 25°00'00"; 3) West 255.180 feet to the point of beginning.

Property contains 12.020 acres.