

WHEN RECORDED, RETURN TO:

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

12973211
 04/23/2019 03:41 PM \$19.00
 Book - 10772 Pg - 8627-8630
 RASHELLE HOBBS
 RECORDER, SALT LAKE COUNTY, UTAH
 OLD REPUBLIC TITLE DRAPER/OREM
 898 NORTH 1200 WEST
 OREM UT 84057
 BY: NUP, DEPUTY - WI 4 P.

SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,

AND

**SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,
 SUBMITTING ADDITIONAL PROPERTY
 (OQUIRRH LAKE PLAT AMENDED)**

AND

NOTICE OF REINVESTMENT FEE COVENANT

THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK, AND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE, SUBMITTING ADDITIONAL PROPERTY (OQUIRRH LAKE PLAT AMENDED) (this "Supplement") is made this 7 day of MARCH, 2019, by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company, a Delaware corporation) as founder ("**Founder**"), under the Covenant for Community for Daybreak, recorded February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at Page 7722 (as amended and supplemented from time to time, the "**Covenant**"), and as declarant ("**Declarant**") under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as amended and supplemented from time to time, the "**Declaration**").

RECITALS:

- A. Founder's predecessor executed and recorded the Covenant and Declaration, which documents collectively govern certain aspects and uses of a portion of the master planned community development commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder has previously recorded, or is concurrently herewith recording, that certain subdivision map entitled "KENNECOTT DAYBREAK OQUIRRH LAKE PLAT AMENDED AMENDING LOTS O-101, O-102 AND O-103 OF THE KENNECOTT

DAYBREAK OQUIRRH LAKE PLAT”, which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the “**Property**”). Founder is the owner of the Property.

- C. Founder desires to submit and subject the Property to the Covenant and the Declaration, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended or supplemented.

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 Declaration.
2. **Submission to Declaration and Covenant.** Pursuant to Section 5.2 of the Covenant and Section 15.1 of the Declaration, Founder (as successor Founder and as successor Declarant) hereby submits and subjects the Property to the Covenant and the Declaration, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. From and after the recordation of this Supplement, the Property shall be held, transferred, sold, conveyed and occupied subject to the Declaration. In addition, the Property shall be subject to the governance of the Daybreak Village Association, Inc., a Utah nonprofit corporation (the “**Association**”), as more particularly described in the Declaration.
3. **Notice of Reinvestment Fee Covenant and Assessments.** Notice is hereby given that the Covenant and the Declaration provide, among other things, that certain assessments and fees will be charged against portions of the Property (and their respective owners), as further described in the Covenant and the Declaration, including a “Community Enhancement Fee” as more particularly defined and set forth in the Covenant and the Declaration. 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. **Full Force and Effect.** The Covenant and the Declaration, as supplemented hereby, shall remain in full force and effect.
5. **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 7 day of MARCH, 2019, Founder has executed this Supplement.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

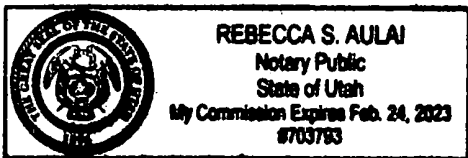
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: [Signature]
Ty McCutcheon its President & CEO

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

On March 7, 2019, personally appeared before me, a Notary Public, Ty McCutcheon the President & 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.



[Signature]
Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots P-101, C-101, C-102, C103 & C-104 of that certain plat entitled "KENNECOTT DAYBREAK OQUIRRH LAKE PLAT AMENDED AMENDING LOTS O-101, O-102 AND O-103 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT", recorded on April 23, 2019, as Entry No. 12973209, Book 2019P, at Page 141 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]