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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED RETURN TO:

Ivory Development, LLC
978 Woodoak Lane
Salt Lake City, UT 84117

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(GARDEN PARK LAKESIDE PHASE 2 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 2
SUBDIVISION) AND NOTICE OF REINVESTMENT FEE COVENANT AND
EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this
"Supplement")** is made this Dec. 5th, 2019, 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, as further 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, as further 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 further amended by that certain
Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No.
10907211 in the Salt Lake County Recorder's Office, as further amended by that certain
Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry
No. 11082445 in the Salt Lake County Recorder's Office, as further amended by that certain
Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No.
12312667 in the Salt Lake County Recorder's Office, and as further amended by that certain
Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No.
12804618, in the Salt Lake County Recorder's Office (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 2 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. GAVROULAS

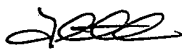
Its: PRESIDENT

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

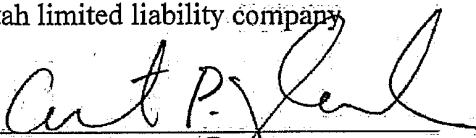
By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 

Ty McCutcheon, President & CEO

Ivory Development:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By: 
Name: CHRISTOPHER P. KAVROULAS
Its: PRESIDENT

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

On _____, 2019, 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.

Signed in presence of
COUNTY OF SALT LAKE

WITNESS my hand and official Seal.

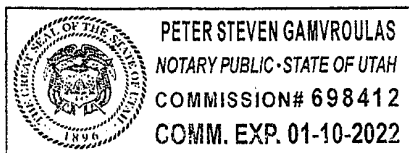
Notary Public in and for said State

My commission expires: _____

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

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2019 by Christopher P. Gamvroulas, as President of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

WITNESS my hand and official Seal.



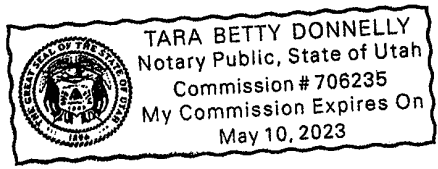
[Signature]

Notary Public in and for said State
My commission expires: 01-10-2022

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

On Dec. 5th, 2019, 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.



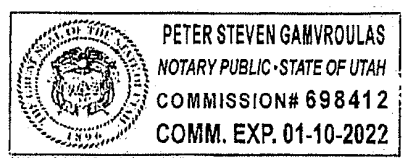
Tara Betty Donnelly
Notary Public in and for said State

My commission expires: 5-10-2023

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

The foregoing instrument was acknowledged before me this 2nd day of DECEMBER, 2019 by Christopher P. Gamvroulas, as President of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

WITNESS my hand and official Seal.



Peter Steven Gamvroulas
Notary Public in and for said State

My commission expires: 01-10-2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "GARDEN PARK LAKESIDE PHASE 2 SUBDIVISION AMENDING LOT A-3 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT," recorded on August 7, 2019, as Entry No. 13047076, Book 2019P, at Page 220 of the Official Records of Salt Lake County, Utah.

Garden Park Lakeside Phase 2 Subdivision:

Beginning at a point that lies South 00°00'12" West 13.048 feet along the Section Line and South 89°59'48" East 4971.975 feet from the Northwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the East Line of Garden Park Lakeside Phase 1 Subdivision the following three (3) courses: 1) North 53°27'06" East 116.582 feet; 2) thence North 17°05'37" East 61.953 feet; 3) thence North 20°59'13" East 335.841 feet to a point on the North Line of Lot A-3 Kennecott Daybreak Oquirrh Lake Plat the following fifteen (15) courses: 1) thence South 68°23'19" East 7.227 feet to a point on a 150.658 foot radius tangent curve to the right (radius bears South 21°36'41" West); 2) thence along the arc of said curve 124.498 feet through a central angle of 47°20'50"; 3) thence South 21°02'29" East 24.948 feet to a point on a 193.597 foot radius tangent curve to the left, (radius bears North 68°57'31" East); 4) thence along the arc of said curve 98.294 feet through a central angle of 29°05'25"; 5) thence South 50°07'54" East 30.270 feet to a point on a 223.731 foot radius tangent curve to the right, (radius bears South 39°25'06" West); 6) thence along the arc of said curve 134.134 feet through a central angle of 34°21'03"; 7) thence South 15°46'52" East 26.763 feet to a point on a 176.654 foot radius tangent curve to the left, (radius bears North 74°13'08" East); 8) thence along the arc of said curve 28.056 feet through a central angle of 09°05'59" to a point of reverse curvature with a 252.363 radius tangent curve to the right, (radius bears South 65°07'09" West); 9) thence along the arc of said curve 37.742 feet through a central angle of 08°34'08" to a point of compound curvature with a 66.031 foot radius tangent curve to the right, (radius bears South 73°41'18" West); 10) thence along the arc of said curve 27.589 feet through a central angle of 23°56'22" to a point of compound curvature with a 115.645 foot radius tangent curve to the right, (radius bears North 82°22'20" West); 11) thence along the arc of said curve 87.174 feet through a central angle of 43°11'24"; 12) thence South 50°49'04" West 22.518 feet to a point on a 22.992 foot radius tangent curve to the left, (radius bears South 39°10'56" East); 13) thence along the arc of said curve 33.361 feet through a central angle of 83°08'00"; 14) thence South 32°18'56" East 66.147 feet; 15) thence South 34°37'44" East 95.311 feet to a point on the East Line of said Lot A-3; thence South 53°26'03" West along said East Line of Lot A-3 289.014 feet to a point on the North right-of-way line of Kestrel Rise Road; then North 36°32'54" West along said North right-of-way Line 521.379 feet to the point of beginning.

Property contains 5.676 acres.

Part of 26-13-476-028