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WHEN RECORDED, RETURN TO:

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

13288785
06/03/2020 02:02 PM \$40.00
Book - 10955 Pg - 261-266
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: MZA, DEPUTY - WI 6 P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK SOUTH STATION 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 SOUTH STATION PLAT 3) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this APRIL 23, 2020, 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 in the Salt Lake County Recorder's Office, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6467 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book 9807, beginning at Page 7337 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 Book 9882, beginning at Page 1049 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 Book 10448, beginning at Page 4380 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in Book 10690, beginning at Page 7505 in the Salt Lake County Recorder's Office (as amended and/or supplemented 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 in the Salt Lake County Recorder's Office (as amended and/or supplemented from time to time, the "**Covenant**"), and is consented to by **VP DAYBREAK DEVCO**, a Delaware limited liability company ("**VP Devco**").

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 VP Devco has recorded or is concurrently recording that certain subdivision map entitled "DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 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 and VP Devco are 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 in the Salt Lake County Recorder's Office (the "**Telecommunications Service Area Supplement**"), Founder created the Telecommunications Service Area No. 1 (the "**Telecommunications Service Area**").
- D. Founder and VP Devco 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. VP Devco, as a fee simple owner of the Property, hereby consents to the subjection of the Property to the Covenant and Declaration, 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 APRIL 29, 2020, Founder has executed this Supplement, and VP Devco 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

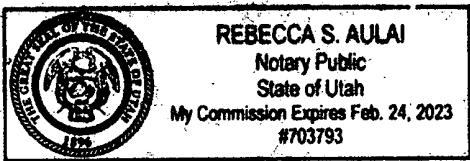
By: Ty McCutcheon
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

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

On April 23rd, 2020, 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.



Rebecca S. Aulai
Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK SOUTH STATION PLAT 3 AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on JUNE 3, 2020, as Entry No. 13288782, Book 2020P, at Page 132 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Daybreak South Station Plat 3

Beginning at the intersection of the Northeasterly right-of-way line of Grandville Avenue and the Northwesterly right-of-way line of Black Twig Drive, said point lies South 89°55'30" East 2319.455 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3501.541 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Northeasterly right-of-way line of Grandville Avenue North 36°43'14" West 323.862 feet; thence North 53°27'06" East 550.964 feet; thence South 36°32'54" East 404.490 feet to said Northwesterly right-of-way line of Black Twig Drive; thence along said Northwesterly right-of-way line the following (3) courses: 1) South 67°31'47" West 267.693 feet to a point on a 532.500 foot radius tangent curve to the left, (radius bears South 22°28'13" East, Chord: South 60°24'17" West 132.100 feet); 2) along the arc of said curve 132.441 feet through a central angle of 14°15'01"; 3) South 53°16'46" West 159.212 feet to the point of beginning.

Property contains 4.393 acres.

Also and together with the following described tract of land:

Beginning at the Northwest Corner of the Daybreak South Station Library subdivision, said point lies South 89°55'30" East 2112.526 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 2835.823 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 411.672 feet; thence North 53°16'46" East 435.508 feet to a Right-of-Way Quitclaim Deed recorded as Entry No. 10429973 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder; thence along said Right-of-Way Quitclaim Deed South 36°43'14" East 413.118 feet to the North Corner of said Daybreak South Station Library; thence along said Daybreak South Station Library the following (2) courses: 1) South 53°28'22" West 367.735 feet; 2) South 53°27'06" West 69.000 feet to the point of beginning.

Property contains 4.129 acres.