

6
WHEN RECORDED, RETURN TO:

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

13310849
06/26/2020 02:15 PM \$40.00
Book - 10968 Pg - 6634-6639
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE DRAPER/OREM
898 NORTH 1200 WEST
OREM UT 84057
BY: NUA, DEPUTY - WI 6 P.

AMENDED 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
(DAYBREAK NORTH SHORE VILLAGE CENTER)**

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 (DAYBREAK NORTH SHORE VILLAGE CENTER)** (this
“**Supplement**”) is made this 10 day of JUNE, 2020, 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**”); and is consented
to by VP Daybreak Devco LLC, a Delaware limited liability company (“**VP Daybreak Devco**”).

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 and/or VP Daybreak Devco have previously recorded, or are concurrently herewith recording, that certain subdivision map entitled “DAYBREAK NORTH SHORE VILLAGE CENTER AMENDING LOT A-1 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT, LOT C-101 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT

AMENDED AND INCLUDING A VACATED PORTION OF SOUTH JORDAN PARKWAY”, which relates to the real property more particularly described on Exhibit A attached hereto (collectively, the “**Property**”). Founder and VP Daybreak Devco are the fee simple owners of the Property.

- C. Founder and VP Daybreak Devco desire 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. VP Daybreak 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 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 10 day of June, 2020, Founder has executed this Supplement, and VP Daybreak 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: [Signature]
Ty McCutcheon its President & CEO

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

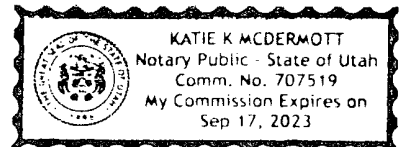
On June 10, 2020 personally appeared before me, a Notary Public, Ty McCutcheon the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person 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: Sept 17 2023

[SEAL]



VP DAYBREAK DEVCO 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

ACKNOWLEDGMENT

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

On June 10, 2020 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 DEVCO 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 DEVCO LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.

[Signature]
Notary Public in and for said State

My commission expires: Sept 17 2023

[SEAL]

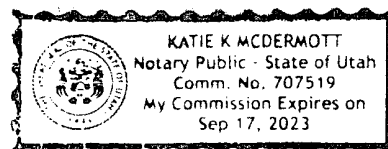


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK NORTH SHORE VILLAGE CENTER AMENDING LOT A-1 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT, LOT C-101 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT AMENDED AND INCLUDING A VACATED PORTION OF SOUTH JORDAN PARKWAY", recorded on JUNE 26, 2020, as Entry No. 13310849, Book 2020P, at Page 158 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON NEW PLAT RECORDING]

Daybreak North Shore Village Center

Beginning at the Northeast Corner of Lot A-1 of the Kennecott Daybreak Oquirrh Lake Plat, said point lies North 89°58'56" West 3752.993 feet along the Daybreak Baseline North (being North 89°58'56" West 21219.493 between the Northeast Corner of Section 18, T3S, R1W and the Northwest Corner of Section 15, T3S, R2W) and South 1549.622 feet from the Northeast Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Lot A-1 and extending along Lot C-101 of the Kennecott Daybreak Oquirrh Lake Plat Amended South 411.013 feet to the Southeast Corner of said Lot C-101; thence along said Lot C-101 the following (4) courses: 1) West 120.640 feet to a point on a 100.000 foot radius tangent curve to the right, (radius bears North, Chord: North 67°30'00" West 76.537 feet); 2) along the arc of said curve 78.540 feet through a central angle of 45°00'00"; 3) North 45°00'00" West 81.500 feet; 4) North 44°58'45" West 32.834 feet to a Northerly Corner of said Kennecott Daybreak Oquirrh Lake Plat Amended and a point on a 407.036 foot radius non tangent curve to the right, (radius bears North 39°07'04" East, Chord: North 48°13'21" West 37.774 feet); thence along said Kennecott Daybreak Oquirrh Lake Plat Amended the following (14) courses: 1) along the arc of said curve 37.788 feet through a central angle of 05°19'09"; 2) North 46°05'06" West 30.243 feet to a point on a 142.856 foot radius non tangent curve to the left, (radius bears South 43°21'17" West, Chord: North 56°39'00" West 49.636 feet); 3) along the arc of said curve 49.889 feet through a central angle of 20°00'33" to a point of compound curvature with a 165.729 foot radius non tangent curve to the left, (radius bears South 29°14'53" West, Chord: North 75°00'26" West 81.620 feet); 4) along the arc of said curve 82.468 feet through a central angle of 28°30'39"; 5) North 89°58'55" West 564.024 feet; 6) South 01°00'50" East 87.130 feet to a point on a 75.182 foot radius tangent curve to the right, (radius bears South 88°59'10" West, Chord: South 01°22'35" West 6.271 feet); 7) along the arc of said curve 6.273 feet through a central angle of 04°46'50"; 8) South 03°46'00" West 45.192 feet to a point on a 391.200 foot radius tangent curve to the left, (radius bears South 86°14'00" East, Chord: South 02°11'59" West 21.394 feet); 9) along the arc of said curve 21.397 feet through a central angle of 03°08'02"; 10) South 00°37'58" West 61.547 feet; 11) North 89°55'36" West 163.105 feet to a point on a 189.806 foot radius tangent curve to the left, (radius bears South 00°04'24" West, Chord: South 80°49'01" West 61.062 feet); 12) along the arc of said curve 61.328 feet through a central angle of 18°30'46" to a point of reverse curvature with a 196.797 foot radius tangent

curve to the right, (radius bears North 18°26'22" West, Chord: South 80°48'35" West 63.262 feet); 13) along the arc of said curve 63.538 feet through a central angle of 18°29'55"; 14) North 89°56'28" West 136.762 feet to the Southwest Corner of said Lot A-1; thence along said Lot A-1 the following (3) courses: 1) North 457.955 feet to a point on a 14.000 foot radius non tangent curve to the right, (radius bears East, Chord: North 36°22'04" East 16.603 feet); 2) along the arc of said curve 17.773 feet through a central angle of 72°44'08" to a point of reverse curvature with a 141.000 foot radius tangent curve to the left, (radius bears North 17°15'52" West, Chord: North 51°58'09" East 99.985 feet); 3) along the arc of said curve 102.209 feet through a central angle of 41°31'58" to a point of reverse curvature with a 25.000 foot radius tangent curve to the right, (radius bears South 58°47'50" East, Chord: North 60°36'05" East 24.544 feet); thence along the arc of said curve 25.655 feet through a central angle of 58°47'50"; thence East 1193.621 feet; thence South 50°46'51" East 149.782 feet; thence South 1.262 feet to a point on the Northerly Line of said Lot A-1 and a point on a 160.000 foot radius non tangent curve to the left, (radius bears North 11°10'18" East, Chord: South 81°05'40" East 12.653 feet); thence along said Lot A-1 and the arc of said curve 12.656 feet through a central angle of 04°31'55" to the point of beginning.

Property contains 13.246 acres.