

When Recorded, Mail to:

Cameron Jackson
Daybreak Community Association, Inc.
11248 South Kestrel Rise Road, Suite 201
South Jordan, UT 84009



(Space above line for Recorder's use)

AMENDMENT NO. 10
TO COMMUNITY CHARTER FOR DAYBREAK

THIS AMENDMENT NO. 10 TO COMMUNITY CHARTER FOR DAYBREAK (this "Amendment") is made and executed as of December 19, 2023 by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, as successor-in-interest to VP DAYBREAK HOLDINGS LLC, a Delaware limited liability company, as successor-in-interest to KENNECOTT LAND COMPANY, a Delaware Corporation, which is the successor-in-interest to Daybreak Development LLC, a Delaware limited liability company (formerly known as Kennecott Land Residential Development Company, a Delaware corporation), as "Founder" of Daybreak.

RECITALS:

A. Founder has previously established the Community Charter for Daybreak, recorded February 27, 2004, as Entry No. 8989518, in Book No. 8950, beginning at Page 7784, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book No. 9030, beginning at Page 3767; and as amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book No. 9205, beginning at Page 4743; and as 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 6476; and as amended by that certain Amendment No.4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book No. 9807, beginning at Page 7337; and as amended by that certain Amendment No.5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No. 11082445, in Book No. 9882, beginning at Page 1049; and as amended by that certain Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667, in Book No. 10448, beginning at Page 4380; as amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in Book No. 10690, beginning at Page 7505; and as amended by that certain Amendment No. 8 to Community Charter for Daybreak, recorded June 29, 2021, as Entry No. 13702903, in Book No. 11198, beginning at Page 2431; and as amended by that certain Amendment No. 9 to Community Charter for Daybreak, recorded March 9, 2022, as Entry No. 13907339, in Book No. 11314, beginning at Page 7633 (as amended, the "Charter"), to govern the residential aspects of the community commonly known as "Daybreak" located in South Jordan, Utah. (Capitalized terms not otherwise defined herein shall have the meaning given them in the Charter.) (Reference to Section numbers shall refer to sections of the Charter.),

B. In an effort to facilitate the continuing orderly development of Daybreak as a master planned community, the need has arisen to amend certain provisions of the Charter, and its Bylaws attached to the Charter as an Exhibit on various issues related to the orderly administration of Daybreak.

From and after the recording of this Amendment, the Charter shall remain in full force and effect with respect to the following property:

See Exhibit A attached hereto

C. Pursuant to Section 20.2(a) of the Charter, Founder has the right to unilaterally amend the Charter for any purpose during the "Founder Control Period" (as defined in the Charter). Accordingly, Founder desires to amend the Charter as set forth herein.

NOW, THEREFORE, Founder hereby declares as follows:

1. Leasing. Section 7.1(b) of the Charter is amended by deleting the following language ". . . Chapter 5 may be leased separate from the main dwelling." And inserting the following language beginning at ". . . "in-law suite" or "guest house" approved pursuant to. . ." as follows:

Chapter 5, or an internal accessory dwelling unit (as defined in Utah Code Annotated section 10-9a-530), accessory dwelling unit (as defined in Utah Code Annotated section 10-9a-103), or an ancillary structure that complies with all applicable ordinances adopted by South Jordan City, and applicable building codes, health codes and fire codes, may be leased separate from the main dwelling. Additional assessments related to the added use of services which the Association may offer related to the addition of those residing in an internal accessory dwelling unit, an accessory dwelling unit, or an ancillary structure, pursuant to Section 12.4 of this Charter, may be charged as determined by the board from time to time to account for any additional Association costs caused by, or related to, the internal accessory dwelling unit, accessory dwelling unit, or ancillary structure. To the extent any Improvements (as defined in Section 5.1) are made to a Unit based on the use of an internal accessory dwelling unit, accessory dwelling unit, or ancillary structure such Improvements are subject to and must be compliant with the Design Guidelines and the design review process as required under Section 5.3(b).

2. Membership of Daybreak Community Council. Section 4.1 of the Charter is amended by inserting the following language as a new paragraph after paragraph 4.1(b) and before the language "The Founder may, by Supplement, . . ." as paragraph 4.1(c) as follows:

(c) Community Council Membership. The Council, due to its inherent interconnection with the Association and the Daybreak community at-large, as outlined in section 2.8 of this Charter, shall be a non-voting member of the Association. This membership in the Association is to allow the Council to pursue its purpose to empower, encourage and provide a means for each Owner and Resident of Daybreak to participate in and benefit from community-oriented affairs, services, programs, and activities, and to, when necessary, promote the Association's purpose to manage the real property and enforce restrictions

and standards established in Daybreak. The Council holds the sole Community Council Membership.

3. Nomination and Election Procedures. Section 3.4(a) of the Bylaws, attached to the Charter as Exhibit E, by deleting a portion of Section 3.4(a), at the second paragraph beginning with the language “Nominations shall also be permitted. . .” and ending with the language “members and to solicit votes.” and inserting the following language in the place of the deleted portion:

Nominations shall be presented by the Nominating Committee in a nomination meeting prior to any election of Directors. The nomination meeting shall have the same notice requirements as is customary for any meetings of the Voting Delegates. During the nominating meeting it shall also be permitted to make nominations from the floor. No new nominations may be made by the Voting Delegates after the nomination meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes for a period of not less than 45 days prior to any election following the nomination meeting.

4. Electronic Voting. Section 3.4(b) of the Bylaws, attached to the Charter as Exhibit E, is amended by deleting Section 3.4(b) in its entirety and replacing that section with the following Section 3.4(b):

(b) *Election Procedures.* At each election, voting may be by written ballot or may be accomplished in a separate election meeting, or via electronic means of the Board’s choosing that will provide reasonable access to each Voting Delegate. Each Voting Delegate may cast all votes assigned to the Units it represents for each position to be filled from any slate of candidates on which such Voting Delegate is entitled to vote; however, under no circumstances shall cumulative voting be permitted in any election of Directors.

In the event of a tie vote on any slate, if the vote is conducted by written ballot in a separate election meeting the Voting Delegates entitled to vote on such slate shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie before another vote is taken. If an election is conducted via electronic means, the Voting Delegates shall be informed via email and a second vote shall be scheduled within a reasonable period of time, not to exceed 10 days. If the second vote again results in a tie, then the Board shall call for an election of the Director(s) from such slate by the Owners represented by such Voting Delegates. Such election shall be held by electronic means of the Board’s choosing that will provide reasonable access to each Owner Member entitled to vote on such slate which vote shall be scheduled within a reasonable period of time, not to exceed 30 days after which the original election was held.

5. Electronic Budget. Section 12.2(e) of the Charter is amended, by deleting a portion of Section 12.2(e) beginning with the language “The Board shall send a copy. . .” and ending with the language “to be levied pursuant to such budget.” and inserting the following language in the place of the deleted portion:

The Board shall send a notice, either via United States mail, electronic mail, or by any other means, whether in print or electronic format, likely to provide notice considering the circumstances, which shall provide instructions where an electronic copy of each applicable budget may be accessed, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets, to each Owner at least 30 days prior to the due date of the assessments to be levied pursuant to such budget.

6. Textual Revisions. Section 12.2(f) of the Charter is amended, by deleting the language “subsection (d)” and inserting the language “subsection (e)”.

7. Special Assessments and Budget Shortfalls. The language of Section 12.3 of the Charter is amended by deleting the current language of Section 12.3 and inserting the following:

(a) *Special Assessment Generally*. The Association may levy "Special Assessments" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter; any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Voting Delegates representing more than 50% of the votes attributable to units subject to assessment under Section 12.5 and shall be allocated equally among all such Units. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 12.2(c). In addition, as long as the Founder membership exists, any Special Assessment shall also be subject to the Founder's written consent. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(b) *Special Assessments for Inadequate Service Area Funds*. If Service Area Assessments prove inadequate to pay the Service Area Expenses, at any time and for whatever reason deemed necessary by the Board, including nonpayment of any Service Area Assessments, to provide services for which the Service Area by virtue of the Service Area's supplemental documents is expected to provide, the Association may levy a Special Assessment to cover the Service Area's budget shortfall as determined by the Board subject to the same notice requirements and right to disapproval set forth in subsection 12.2(e) above, except such notice and voting requirements shall only include members of the affected Service Area; however, such Special Assessments based solely on inadequate Service Area funds shall not require a vote of approval by the Units of the affected Service Area.

8. Residential and Related Uses. Section 7.1(a) of the Charter is amended, by deleting word “and” as the last word of subsection 7.1(a)(iii) the period at the end of subsection 7.1(a)(iv) and replacing it with a semi colon and the word “and” and inserting a new subsection 7.1(a)(v) thereafter as follows:

(v) notwithstanding the foregoing, the Board may determine in its discretion, and upon application prior to commencing any business activity, to approve variances from the above limitations contained in subsection (iii).

9. Design Guidelines and Procedures. Section 5.3(b) of the Charter is amended, by deleting the word “given” from the final paragraph on page 18 of the Charter which paragraph begins with the words “If the Reviewer fails to respond” and ends with “a written variance has been granted pursuant to Section 5.5.” and inserting the word “denied” to replace the deleted word.

10. Ice melt Responsibility. Section 6.1 of the Charter is amended, by inserting a new third paragraph to section 6.1 as follows:

Each Owner shall be responsible for maintaining the walkways and other surfaces of their Unit free of ice after snow pushing has been completed after each snow event.

11. Revision of Second Unit. Section 7.1(b) of the Charter, specifically the language added in Amendments No. 4 and No. 5 to Community Charter for Daybreak is amended by inserting the following language following the second paragraph in Amendment No. 4 and No. 5 immediately following the language “. . . the prohibiting of leasing of more than one Unit for residential purposes.” and before the third paragraph language which begins as “Condominium Neighborhood Associations within Daybreak may adopt . . .”

Neither an owner nor an owner’s spouse, may own more than two total Units, whether through personal ownership, by a trust of which an owner or an owner’s spouse is a trustee or a primary beneficiary, or any other legal entity of which an owner or their spouse is a shareholder, member or partner. Owning more than two total Units will cause the Owner to be subject to the penalties contained in Section 7.3(f).

This Amendment shall take effect on the date recorded, pursuant to Section 20.2(c) of the Charter.

The Charter, as amended by this and other Amendments, shall continue in full force and effect. Any reference to the Charter in any document shall include this Amendment.

[Signature on the following page]

IN WITNESS WHEREOF, the Founder has executed this Amendment as of the day and year first above written.

VP DAYBREAK OPERATIONS LLC
a Delaware limited liability company

By: LHMRE, LLC
Its: Manager

Print Name: Michael Kunkel

Its: Treasurer

By: [Signature]

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

On December 19 2023, before me, the undersigned, personally appeared MIKE KUNKEL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Salt Lake.

WITNESS my hand and official seal:



Tara Betty Donnelly
Notary Public

(SEAL)
My commission expires: June 1, 2027

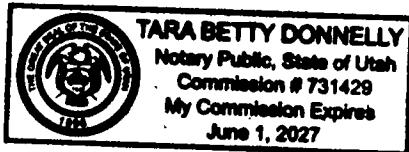


Exhibit A

Legal Description

That certain real property located in the City of South Jordan, County of Salt Lake, State of Utah, being more particularly described as follows:

A tract of land situated in Sections 18 and 19, Township 3 South, Range 1 West and Sections 13, 14, 15, 22, 23 and 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

BEGINNING at a Salt Lake County monument marking the Northwest corner of said Section 13; thence North 89°57'24" East along the north line of said section for 2699.959 feet to a Salt Lake County monument marking the North quarter corner of said Section 13; thence continuing along said north line North 89°57'36" East for 2666.551 feet to a point marking the northwest corner of a parcel described in that certain Quit Claim Deed recorded in Book 6833 at Page 52, from which a Salt Lake County monument marking the Northeast corner of said Section 13 bears North 89°57'36" East- 33.000 feet; thence along the west and south lines of said parcel the following two (2) calls: (1) South 00°15'56" West for 33.000 feet; (2) thence North 89°57'36"

East intersecting the east line of said Section 13 at 33.000 feet and continuing on along the south line of said parcel for a total of 33.178 feet; thence North 89°57' 12" East parallel to and 33.00 feet perpendicular south of the north line of Section 18, Township 3 South, Range 1 West and along the south right of way of 10200 South for 2574.761 feet to an angle point; thence continuing parallel with said north line and along the said south right of way North 89°58'34" East for 278.761 feet to a point of intersection with the south right of way of 10200 South and an extension of the west line of the property conveyed to Oquirrh Shadows, L.C. as recorded in Book 8221 at Page 869; thence South 23°56'44" East passing the northwest corner of said property at 0.591 feet and continuing along the west line of said property for a total of 634.361 feet to an angle point; thence continuing along said west line South 29°39'04" East for 1012.874 feet to the northeast corner of a parcel conveyed to South Jordan City, recorded in Book 8401 at Page 5930; thence along the perimeter of said South Jordan City property the following four (4) calls: (1) South 60°20'55" West for 360.045 feet; (2) thence South 29°39'05" East for 496.250 feet; (3) thence North 33°11'06" East for 98.140 feet; (4) thence with a curve to the right, having a radius of 1653.000 feet, a central angle of 10°12'46" (chord bearing and distance of North 38°17'57" East- 294.249 feet) and for an arc distance of 294.639 feet, said point being the southwest corner of South Jordan City and lying on the north right of way of 10400 South Street, said point also lying on the west line of said Oquirrh Shadows property, thence South 29°39'04" East along said west line for 2916.402 feet to the south east corner of said Oquirrh Shadows property, said point also lying on the east line of said Section 18; thence South 00°07'15" East along said east line for 967.184 feet to a Salt Lake County monument marking the northeast corner of Section 19; thence South 00°07' 4 7" East along the west line of said Section 19 for 1326.083 feet to the northeast corner of the William B. Wray Jr. parcel, also known as Parcel 3 in Commitment for Title Insurance, Amendment No.3, Order No. 00113350; thence along the north and west lines of said parcel the following two (2) calls: (1) South 89°58'28" West for 1316.070 feet; (2) thence South 00°04'54" East for 1324.371 feet to a point on the North line of Country Crossing Subdivision No. 5, recorded as Entry No. 7422489 in Plat Book 99-7P at Page 204; thence along the north and west lines of said subdivision, phase No.'s 5, 4 and 3 the following two (2) calls: (1) North 89°56'46" West for 1320.153 feet; (2) thence South 00°01'42" West for 2609.121 feet to the southwest corner of said Country Crossing Subdivision No. 3, said point also lying on the north right of way of 11800 South Street; thence along said north right of way line the following three (3) calls: (1) North 89°52'04" West for 2642.116 feet; (2) thence North 89°58'42" West for 2677.945 feet; (3) thence North 89°58'44" West for 2677.394 feet to a point of intersection of the north right of way line of said 11800 South Street and the east line of Sunstone Village No. 1 Subdivision, recorded as Entry No. 7973084 in Plat Book 2001P at Page 224, said point also lying North 00°00'42" East- 40.000 feet from a Salt Lake County monument

marking the southwest corner of Section 24, Township 3 South, Range 2 West; thence along the east, north and west lines of phases No. 1 and 2 the following three (3) calls: (1) North 00°00' 42" East for 2360.900 feet to the northeast corner of said Sunstone Village No. 1; (2) thence South 89°56'12" West for 1815.000 feet to the northwest corner of said Sunstone Village No.2; (3) thence South 00°00'42" West for 783.900 feet to a point of intersection of the west line of said Sunstone Village No. 2 and the northeast corner of a 20 acre land swap; thence along the north and west lines of said 20 acre land swap the following two (2) calls: (1) South 89°56' 12" West for 550.000 feet; (2) thence South 00°00'42" West for 1577.000 feet to a point on the north right of way line of said 11800 South Street; thence along said north right of way line the following four (4) calls: (1) South 89°56'12" West for 282.340 feet; (2) thence South 89°56'14" West for 2647.809 feet; (3) thence North 89°49'08" West for 2644.258 feet; (4) thence North 89°49'44" West for 1322.052 feet; thence North 00°02'03" East along the west line of the east half of the southwest quarter of section 22 for 2605.415 feet to the northwest corner of the east half of the southwest quarter of said Section 22; thence North 89°4 7' 52" West along the north line of said southwest quarter for 1320.211 feet to a Salt Lake County monument marking the west quarter corner of said Section 22; thence North 00°03 '55" East along the west line of said Section 22 for 2645.133 feet to a Salt Lake County monument marking the southwest corner of Section 15; thence North 00°14'20" West along the west line of said Section 15 for 12.748 feet to a point on the east right of way of Highway 111; thence along said east right of way line the following two(2) calls: (1) North 20°34'34" East for 618.785 feet; (2) thence with a curve to the left, having a radius of 2934.930 feet, a central angle of 18°11 '53" (chord bearing and distance of North 03°16'41" East- 928.261 feet) and for an arc distance of 932.174 feet to a point of intersection with said east right of way and the south line of the Trans Jordan Landfill property, recorded as Entry No. 5683985 in Book 6826 at Page 293, from which the southwest corner of said property bears South 89°55'33" West- 2.095 feet; thence North 89°55'33" East along the south line of said landfill property for 4347.905 feet to the southeast corner; thence along the east and northerly boundary of said landfill property the following fourteen (14) calls: (1) North 00°04'27" West for 1075.580 feet; (2) thence North 70°32'11" West for 679.750 feet; (3) thence North 32°28'51" West for 429.340 feet; (4) thence North 25°09'37" West for 219.480 feet; (5) thence North 54°23'20" West for 67.210 feet; (6) thence North 71°54'33" West for 83.160 feet; (7) thence South 87°43'11" West for 366.060 feet; (8) thence South 71°57'46" West for 162.800 feet; (9) thence South 84°04'01" West for 113.990 feet; (10) thence North 87°25'43" West for 89.260 feet; (11) thence North 79°38'44" West for 107.140 feet; (12) thence North 72°57'41" West for 348.270 for; (13) thence North 78°14'53" West for 465.783 feet; (14) thence South 89°55'33" West for 1887.661 feet to a point on said east right of way of Highway 111; thence along said east right of way the following four (4) calls: (1) North 06°31 '26" West for 48.941 feet; (2) thence North 00°48'48" West for 251.250 feet; (3) thence North 06°31 '26" West for 687.100 feet to a found Utah Department of Transportation right of way marker; (4) thence with a curve to the right, having a radius of 5654.580 feet, a central angle of 05°38'46" (chord bearing and distance of North 03°42'03" West- 556.992 feet) and for an arc distance of 557.218 feet to a point of intersection of the said east right of way and the south right of way of the Denver and Rio Grande Railroad, recorded in Book 5381 at Page 373 ; thence leaving Highway 111 and along said Denver and Rio Grande south right of way the following four (4) calls: (1) North 87°56'32" East. for 525.105 feet; (2) thence with a curve to the right, having a radius of 5679.650 feet, a central angle of 02°07'45" (chord bearing and distance of North 89°00'25" East- 211.050 feet) and for an arc distance of 211.062 feet; (3) thence South 89°55'43" East for 6588.936 feet; (4) thence North 56°54'49" East for 242.927 feet to a point of intersection with said south right of way and the north line of Section 14, Township 3 South, Range 2 West; thence South 89°55'21" East along the north line of said section for 512.274 feet to a Salt Lake County monument marking the north quarter corner of said Section 14; thence South 89°55'04" East continuing along said north line for 761.295 feet to the northwest corner of the Utah Power and Light parcel recorded in Book 4362 at Page 429; thence along the west and south lines of said U.P & L. parcel the following two (2) calls: (1) South 00°02'50" West for 940.000 feet; (2) thence South 89°55'04" East for 1890.000 feet to the southeast corner of the Utah Power and Light parcel recorded in Book 4358 at Page 302, said point also lying on the east line of said Section 14; thence North 00°02'50" East along said east line for 940.000 feet, more or less, to the POINT OF BEGINNING

Containing 189,265,768.079 Square feet or 4344.9442 Acres

Less and Except

A tract of land located in the west half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 24; thence North 00°08'33" East along the east line of said west half for 362.40 feet to the POINT OF BEGINNING, said point marking the south east corner of a tract of land recorded in Book 5015 at Page 420; thence North 37°29'42" West for 4399.260 feet to a point on the west line of said Section 24; thence North 00°00' 12" East along said west line for 410.687 feet to a point, from which the northwest corner of said Section 24 bears North 00°00' 12" East-1020.943 feet; thence South 3 7°29' 42" East for 4400.894 feet to a point on the east line of said west half; thence South 00°08'33" West for 409.393 to the POINT OF BEGINNING.

Containing 25.2530 Acres.

Less and Except

A tract of land located in the northeast quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 23; thence South 89°58'54" West along the north line of said section for 791.000 feet to the POINT OF BEGINNING; thence South 37°29'42" East for 1299.415 feet to a point on the east line of said Section 23, from which the northeast corner of said section bears North 00°00' 12" East- 1 031.220 feet; thence South 00°00' 12" West along said east section line for 180.702 feet; thence North 37°29'42" West for 1527.114 feet to a point on the north line of said Section 23; thence North 89°58'54" East along the north line of said section for 138.608 feet to the POINT OF BEGINNING.

Containing 3.5689 Acres.

Less and Except

A tract of land traditionally described as the South 80 rods of Section 14, Township 3 South Range 2 West, Salt Lake base and Meridian, said tract being more particularly described as follows:

BEGINNING at a Salt Lake County monument marking the southeast corner of said Section 14; thence South 89°58'54" West along the south line of the section for 2647.919 feet to a Salt Lake County monument marking the south quarter corner of said Section 14; thence South 89°58'44" West continuing along the south line of said section for 2648.752 feet to a Salt Lake County monument marking the southwest corner of said Section 14; thence North 00°02'40" West along the west line of said section for 1325.317 feet; thence South 89°51 '12" East for 5298.808 feet to a point on the east line of said section; thence South 00°02'52" West along the east line of said section for 1309.930 feet to the POINT OF BEGINNING.

Containing 160.2445 Acres.

Tax Parcel ID: 27-18-400-003-0000