

When Recorded, Return To:
VP DAYBREAK OPERATIONS
9350 South 150 East, Suite 140
Sandy, Utah 84070
Attn: Tara Donnelly

Tax Parcel ID Nos.: See Exhibit A-1 and Exhibit B-1

FIRST AMENDMENT TO
SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK ESTABLISHING A
SERVICE AREA FOR AXIS AT NORTH STATION TOWNHOMES

This FIRST AMENDMENT TO SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK ESTABLISHING A SERVICE AREA FOR AXIS AT NORTH STATION TOWNHOMES (this “**Amendment**”) is made by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (“**Founder**”), and is consented to by **VILLAGE TOWNS 77, LLC**, a Delaware limited liability company (“**Village Towns 77 Builder**”), and **SEGO DAYBREAK #12, LC**, a Utah limited liability company (“**Sego Builder**” and together with Village Towns 77 Builder, collectively, “**Builders**”) as of the date of the last-dated signature set forth on the signature pages below.

RECITALS

A. Founder and Village Towns 77 Builder executed that certain *Supplement to Community Charter for Daybreak Establishing a Service Area for Axis at North Station Townhomes* (the “**Supplement**”) and Village Towns 77 Builder caused the same to be recorded in the real property records of the office of the Salt Lake County Recorder, on February 1, 2022, as Entry No. 13882407.

B. The Supplement identified certain real property located in South Jordan City (“**City**”), Salt Lake County (“**County**”), State of Utah, and more particularly described on **Exhibit A** to the Supplement and referred to therein as the “**Builder Property**.”

C. Pursuant to that certain Termination of Purchase and Sale Agreement and Joint Escrow Instructions dated as of May 26, 2023, by and between Founder, as seller, and Village 77 Towns Builder, as builder, Village 77 Towns Builder terminated its right to purchase certain Lots as more particularly set forth therein (the “**Terminated Lots**”).

D. Pursuant to that certain Purchase and Sale Agreement and Escrow Instructions – North Station Multifamily #1 dated April 24, 2024, by and between Founder, as seller, and Segoe Builder, as builder, Segoe purchased the Terminated Lots.

E. Founder, Village Towns 77 Builder and Segó Builder now wish to modify and amend the Supplement to identify which Lots within the Service Area are Village Towns 77 Builder Lots and which Lots within the Service Area are Segó Builder Lots, as more particularly set forth herein. Pursuant to Section 8.2 of the Supplement, Founder may amend the Supplement without the consent of any other Owner under certain conditions, which conditions have been satisfied. Notwithstanding the foregoing, by their signature below, Village Towns 77 Builder and Segó Builder hereby consent to such amendment.

NOW, THEREFORE, Founder and Builders do hereby amend the Supplement as follows:

AMENDMENT

1. Incorporation of Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the same meaning set forth in the Supplement, if a meaning is provided in the Supplement.

2. Definition of Builder Property and Service Area. Notwithstanding any contrary provision of the Supplement, the following terms used in the Supplement are hereby amended. Henceforth, such terms whenever used in the Supplement will have the meanings—and only the meanings—set forth below which meanings will supersede the meanings and definitions provided for in the Supplement.

- a. **“Builder Property”** as set forth in the Supplement is hereby amended as follows:
 - (i) **“Village Towns 77 Builder Property”** shall include Lot 101 through Lot 137, inclusive, and Lot 157 through Lot 165, inclusive, as more particularly described on Exhibit A-1 attached hereto. For the avoidance of doubt, the term Village Towns 77 Builder Property **shall not** refer to the Segó Builder Property (defined below), as more particularly described on Exhibit B-1 attached hereto.
 - (ii) **“Segó Builder Property”** shall include Lot 138 through Lot 156, inclusive, and Lot 166 through Lot 177, inclusive, as more particularly described on Exhibit B-1 attached hereto. For the avoidance of doubt, the term Segó Builder Property **shall not** refer to the Village Towns 77 Builder Property, as more particularly described on Exhibit A-1 attached hereto.
 - (iii) Village Towns 77 Builder Property and Segó Builder Property shall be referred to collectively as **“Builder Property”**.

b. “**Service Area**” means the Axis at North Station Townhomes Service Area, which includes the Builder Property (as that term is modified by this Amendment). The Service Area is established by the Supplement and is subject to the terms and conditions set forth in the Supplement.

3. Scope of Amendment. Except as specifically modified herein, all terms and conditions of the Supplement, as previously modified, shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Supplement, as previously modified, this Amendment shall control.

[End of Amendment. Signature Page(s) Follow.]

IN WITNESS WHEREOF, Founder has executed this Amendment on this 3rd day of June, 2024.

FOUNDER:

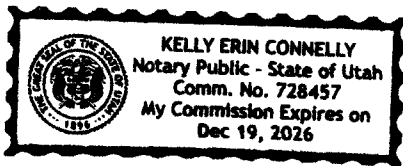
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: LHMRE, LLC,
a Utah limited liability company
Its: Authorized Manager

By: Tara B. Donnelly
Name: Tara B. Donnelly
Title: Director of Residential Land Sales

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3rd day of JUNE, 2024 by TARA B DONNELLY as the Dir. of Residential Land Sales of LHMRE, LLC, a Utah limited liability company, the Authorized Manager of VP Daybreak Operations LLC, a Delaware limited liability company.



[Handwritten Signature]
Notary Public

IN WITNESS WHEREOF, Village Towns 77 Builder consents to this Amendment on this 3 day of June, 2024.

VILLAGE TOWNS 77 BUILDER:

VILLAGE TOWNS 77, LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Michael C. Van Deale
Title: COO

STATE OF UTAH)
 ss.
COUNTY OF _____)

see attached

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as the _____ of Village Towns 77, LLC, a Delaware limited liability company.

Notary Public

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }
On June 3, 2024 before me, Kathryn Svoboda Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael C Van Daele
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

IN WITNESS WHEREOF, Sego Builder consents to this Amendment on this 4 day of June, 2024.

SEGO BUILDER:

SEGO DAYBREAK #12, LC,
a Utah limited liability company

By: [Signature]
Name: SPENCER CORBRIDGE
Title: Vice president

STATE OF UTAH)
COUNTY OF Salt Lake)^{ss.}

The foregoing instrument was acknowledged before me this 4 day of June, 2024 by Spencer Corbridge as the VP of Sego Daybreak #12, LC, a Utah limited liability company.

Carolyn Crocker
Notary Public

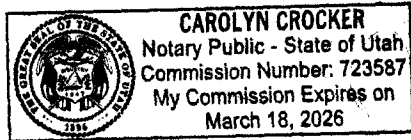


EXHIBIT A-1

Legal Description

Lots 101 through 137 and 157 through 165 of that plat map entitled "DAYBREAK NORTH STATION MULTI FAMILY #1 AMENDING LOTS M-101, M-102, M-103 & M-104 OF THE KENNECOTT DAYBREAK VILLAGE 10 NORTH PLAT 2 SUBDIVISION AND A PORTION OF LOT T3 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED" recorded on August 4, 2021, as Entry No. 13736049, Book 2021P, at Page 197 of the Official Records of Salt Lake County, Utah.

Plat	Lot Number	Product Type	Parcel Number
NSMF1	101	NSTHM	26131700010000
NSMF1	102	NSTHM	26131700020000
NSMF1	103	NSTHM	26131700030000
NSMF1	104	NSTHM	26131700040000
NSMF1	105	NSTHM	26131700050000
NSMF1	106	NSTHM	26131700060000
NSMF1	107	NSTHM	26131700070000
NSMF1	108	NSTHM	26131700080000
NSMF1	109	NSTHM	26131700090000
NSMF1	110	NSTHM	26131700100000
NSMF1	111	NSTHM	26131700110000
NSMF1	112	NSTHM	26131700120000
NSMF1	113	NSTHM	26131700130000
NSMF1	114	NSTHM	26131700140000
NSMF1	115	NSTHM	26133040240000
NSMF1	116	NSTHM	26133040230000
NSMF1	117	NSTHM	26133040220000
NSMF1	118	NSTHM	26133040210000
NSMF1	119	NSTHM	26133040200000
NSMF1	120	NSTHM	26133040190000
NSMF1	121	NSTHM	26133040180000
NSMF1	122	NSTHM	26133040170000
NSMF1	123	NSTHM	26133040160000
NSMF1	124	NSTHM	26133040150000
NSMF1	125	NSTHM	26133040140000
NSMF1	126	NSTHM	26133040130000
NSMF1	127	NSTHM	26133050100000
NSMF1	128	NSTHM	26133050110000
NSMF1	129	NSTHM	26133050120000
NSMF1	130	NSTHM	26133050130000
NSMF1	131	NSTHM	26133050140000
NSMF1	132	NSTHM	26133050150000

NSMF1	133	NSTHM	26133050160000
NSMF1	134	NSTHM	26133050170000
NSMF1	135	NSTHM	26133050180000
NSMF1	136	NSTHM	26133070020000
NSMF1	137	NSTHM	26133070010000
NSMF1	157	NSTHM	26133470010000
NSMF1	158	NSTHM	26133470020000
NSMF1	159	NSTHM	26133470030000
NSMF1	160	NSTHM	26133470040000
NSMF1	161	NSTHM	26133470050000
NSMF1	162	NSTHM	26133470060000
NSMF1	163	NSTHM	26133470070000
NSMF1	164	NSTHM	26133470080000
NSMF1	165	NSTHM	26133470090000
Total: 46 NSTHM Lots			

EXHIBIT B-1

Legal Description

Lots 138 through 156 and 166 through 177 of that plat map entitled "DAYBREAK NORTH STATION MULTI FAMILY #1 SECOND AMENDED AMENDING LOTS 138-143 & 146-156 & 166-177 OF THE DAYBREAK NORTH STATION MULTI FAMILY #1 & LOTS 144 & 145 OF THE DAYBREAK NORTH STATION MULTI FAMILY #1 AMENDED" recorded on April 10, 2024, as Entry No. 14226650, Book 2024P, at Page 098 of the Official Records of Salt Lake County, Utah.

Plat	Lot Number	Product Type	Parcel Number
NSMF1	138	NSTHM	26133080080000
NSMF1	139	NSTHM	26133080070000
NSMF1	140	NSTHM	26133080060000
NSMF1	141	NSTHM	26133080050000
NSMF1	142	NSTHM	26133080040000
NSMF1	143	NSTHM	26133080030000
NSMF1	144	NSTHM	26133080110000
NSMF1	145	NSTHM	26133080100000
NSMF1	146	NSTHM	26133460010000
NSMF1	147	NSTHM	26133460020000
NSMF1	148	NSTHM	26133460030000
NSMF1	149	NSTHM	26133460040000
NSMF1	150	NSTHM	26133460050000
NSMF1	151	NSTHM	26133460060000
NSMF1	152	NSTHM	26133460070000
NSMF1	153	NSTHM	26133460080000
NSMF1	154	NSTHM	26133460090000
NSMF1	155	NSTHM	26133460100000
NSMF1	156	NSTHM	26133460110000
NSMF1	166	NSTHM	26133350130000
NSMF1	167	NSTHM	26133350120000
NSMF1	168	NSTHM	26133350110000
NSMF1	169	NSTHM	26133350100000
NSMF1	170	NSTHM	26133350090000
NSMF1	171	NSTHM	26133350080000
NSMF1	172	NSTHM	26133350070000
NSMF1	173	NSTHM	26133350060000
NSMF1	174	NSTHM	26133350050000
NSMF1	175	NSTHM	26133350040000
NSMF1	176	NSTHM	26133350030000
NSMF1	177	NSTHM	26133350020000
Total: 31 NSTHM Lots			