

WHEN RECORDED, RETURN TO:

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

13883678 B: 11302 P: 1048 Total Pages: 7  
02/03/2022 11:15 AM By: ndarmiento Fees: \$40.00  
SUPPLM - SUPPLEMENT, ETC.  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: VP DAYBREAK OPERATIONS LLC  
11248 KESTREL RISE ROAD, SUITE 201 SOUTH JORDAN, UT 84009



**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
SUBMITTING ADDITIONAL PROPERTY  
(DAYBREAK VILLAGE 12A PLAT 2)**

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 VILLAGE 12A PLAT 2) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1** (this “**Supplement**”) is made this February \_\_\_, 2022, 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 LLC**, a Delaware limited liability company ("**Devco**").

#### RECITALS:

- A. Pursuant to the Charter, Founder is the successor "Founder" of the community commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder and/or Devco have recorded or are concurrently recording herewith that certain subdivision map entitled "DAYBREAK VILLAGE 12A PLAT 2 AMENDING LOT V5 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**"). Devco is 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 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. Devco, as the 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 February \_\_\_, 2022, Founder has executed this Supplement, and Devco has consented to the same.

**Founder: VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

By: Miller Family Real Estate, L.L.C.,  
a Utah limited liability company

Its: Authorized Manager

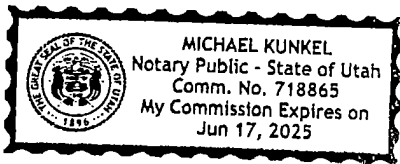
By:   
Brad Holmes, President

ACKNOWLEDGMENT


STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On Feb. 1, 2022, personally appeared before me, a Notary Public, Brad Holmes, the President of Miller Family Real Estate, L.L.C., a Utah limited liability company, the Authorized 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.



[SEAL]


  
Notary Public in and for said State

My commission expires: June 17, 2025

**Devco:** VP DAYBREAK DEVCO LLC,  
a Delaware limited liability company

By: Miller Family Real Estate, L.L.C.,  
a Utah limited liability company

Its: Authorized Manager

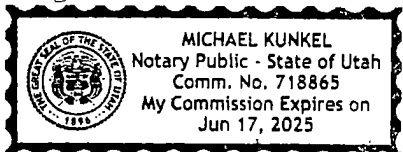
By:   
Brad Holmes, President

ACKNOWLEDGMENT


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

On Feb. 1, 2022, personally appeared before me, a Notary Public, Brad Holmes, President of Miller Family Real Estate L.L.C., the Authorized 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 DAYBREAK DEVCO LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



[SEAL]

  
Notary Public in and for said State

My commission expires: June 17, 2025

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 12A PLAT 2 AMENDING LOT V5 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on 2/3/22, 2022 as Entry No. 13883675, Book 11302, at Page 1042 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

#### Boundary Description:

Being a portion of Less & Except Parcel FFF of the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision according to the official plat thereof, recorded as Entry No. 13061700 in Book 2019P at Page 239 in the Office of the Salt Lake County Recorder more particularly described as follows:

Beginning at the Northernmost Corner of the Future Daybreak Village 12A Plat 1 subdivision, said point lies South 89°56'37" East 1611.042 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 3953.100 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Future Daybreak Village 12A Plat 1 the following (2) courses: 1) South 30°00'00" West 243.563 feet; 2) South 02°03'59" East 78.406 feet to a point on the Northerly Right-of-Way Line of Docksider Drive ;thence along said Northerly Right-of-Way Line the following (5) courses: 1) South 87°56'01" West 177.322 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears North 02°03'59" West, Chord: South 89°10'41" West 7.384 feet); 2) along the arc of said curve 7.384 feet through a central angle of 02°29'19"; 3) North 89°34'40" West 270.515 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears North 00°25'20" East, Chord: North 87°44'32" West 10.889 feet); 4) along the arc of said curve 10.891 feet through a central angle of 03°40'14"; 5) North 85°54'25" West 312.465 feet; thence North 04°05'35" East 514.961 feet to a point on a 227.000 foot radius tangent curve to the right, (radius bears South 85°54'25" East, Chord: North 12°02'47" East 62.820 feet); thence along the arc of said curve 63.022 feet through a central angle of 15°54'25"; thence North 20°00'00" East 120.826 feet; thence North 70°00'00" West 132.649 feet; thence North 17°30'46" East 8.078 feet; thence North 20°00'00" East 300.234 feet to a point on a 1860.000 foot radius non tangent curve to the right, (radius bears South 09°21'50" West, Chord: South 78°33'50" East 134.500 feet); thence along the arc of said curve 134.529 feet through a central angle of 04°08'39"; thence North 20°00'00" East 1.548 feet; thence South 70°00'00" East 54.000 feet to a point on a 630.000 foot radius non tangent curve to the right, (radius bears South 20°16'53" West, Chord: South 67°32'53" East 47.719 feet); thence along the arc of said curve 47.731 feet through a central angle of 04°20'27"; thence South 65°22'40" East 188.811 feet; thence South 24°37'20" West 23.000 feet; thence South 65°22'40" East 180.611 feet; thence North 24°37'20" East 23.000 feet; thence South 65°22'40" East 234.319 feet; thence South 60°00'00" East 54.000 feet; thence South 30°00'00" West 63.756 feet; thence South

60°00'00" East 133.000 feet; thence South 30°00'00" West 299.316 feet; thence South 65°22'40" East 75.332 feet to the point of beginning.

Property contains 17.388 acres.

Less & Excepting therefrom the following described tract of land: Beginning at a point on the East Right-of-Way Line of Fordman Way, said point that lies South 89°56'37" East 776.869 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 3797.056 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Fordman Way North 04°05'35" East 309.677 feet; thence South 85°54'25" East 44.732 feet; thence South 70°00'00" East 41.871 feet; thence South 04°05'35" West 298.201 feet; thence North 85°54'25" West 85.000 feet to the point of beginning.

Property contains 0.599 acres, 26091 square feet.