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WHEN RECORDED, RETURN TO:

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

13736051  
09/04/2021 01:24 PM \$40.00  
Book - 11217 Pg - 2073-2078  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
VP DAYBREAK OPERATIONS LLC  
11248 KESTREL RISE RD.  
SUITE 201  
SOUTH JORDAN, UT 84009  
BY: ADA, DEPUTY - WI 6 P.

**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
SUBMITTING ADDITIONAL PROPERTY  
(DAYBREAK NORTH STATION MULTI FAMILY #1)**

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 NORTH STATION MULTI FAMILY #1) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1** (this "Supplement") is made this \_\_\_\_\_, 2021, 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**").

#### RECITALS:

- A. Pursuant to the Charter, Founder is the "Founder" of the community commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder has recorded or is concurrently recording herewith that certain subdivision 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" (the "**Plat**") which relates to the real property more particularly described on Exhibit A attached hereto (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 desires 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.
- 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]*

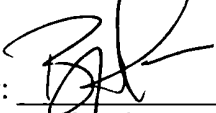
IN WITNESS WHEREOF, as of this July 21, 2021, Founder has executed this Supplement.

**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

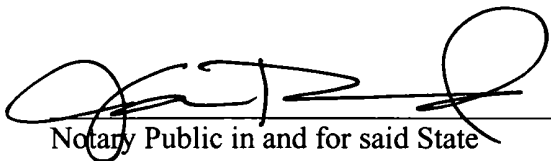
**ACKNOWLEDGMENT**

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

On July 21, 2021, 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.



  
Notary Public in and for said State

My commission expires: 05-03-2023

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All of the real property described on that certain plat 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<sup>th</sup> 2021, as Entry No. 13736049, Book 11217, at Page 2079-2067 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

All of Lots M-102 and M-103 of the Kennecott Daybreak Village 10 North Plat 2 Subdivision according to the official plat thereof recorded in the Office of the Salt Lake County Recorder

Also and together with the following described tract of land:

Being a portion of Lots T3 of the Kennecott Daybreak Master Subdivision #1 Amended according to the official plat thereof recorded in the Office of the Salt Lake County Recorder more particularly described as follows:

Beginning at a point on the South Line of the Daybreak Village 5 Plat 11 Subdivision, said point lies North 89°57'41" East 815.376 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2531.293 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Daybreak Village 5 Plat 11 Subdivision and the South Line of the Kennecott Daybreak Village 5 Plat 4 Subdivision the following (4) courses: 1) East 65.695 feet to a point on a 911.000 foot radius tangent curve to the right, (radius bears South, Chord: South 82°23'27" East 241.258 feet); 2) along the arc of said curve 241.969 feet through a central angle of 15°13'06" to a point of reverse curvature with a 42.000 foot radius tangent curve to the left, (radius bears North 15°13'06" East, Chord: South 86°05'23" East 16.471 feet); 3) along the arc of said curve 16.578 feet through a central angle of 22°36'57"; 4) North 82°36'09" East 65.280 feet to a point on the Westerly Right-of-Way Line of Pipestone Way; thence along said Pipestone Way the following (2) courses: 1) South 07°23'51" East 47.660 feet to a point on a 172.000 foot radius tangent curve to the right, (radius bears South 82°36'09" West, Chord: South 06°02'04" West 79.908 feet); 2) along the arc of said curve 80.645 feet through a central angle of 26°51'50" to a point of reverse curvature with a 823.500 foot radius non tangent curve to the left, (radius bears South 22°43'07" West, Chord: North 78°38'27" West 324.394 feet) to a point on the Northerly Right-of-Way Line of Cardinal Park Road; thence along said Cardinal Park Road the following (2) courses: 1) along the arc of said curve 326.529 feet through a central angle of 22°43'07"; 2) West 65.695 feet to an extension of the West Right-of-Way Line of Stavanger Drive; thence along said Right-of-Way extension North 87.500 feet to the point of beginning.

Property contains 0.831 acres, 36194 square feet.

Also and together with the following described tract of land:

Beginning at a point on the Southerly Right-of-Way Line of Cardinal Park Drive, said point lies North  $89^{\circ}57'41''$  East 810.376 feet along the Daybreak Baseline Northeast (being North  $89^{\circ}57'41''$  East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2665.790 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Cardinal Park Drive and Lot M-104 of the Kennecott Daybreak Village 10 North Plat 2 Subdivision the following (2) courses: 1) East 70.695 feet to a point on a 776.500 foot radius tangent curve to the right, (radius bears South, Chord: South  $78^{\circ}51'33''$  East 300.072 feet); 2) along the arc of said curve 301.971 feet through a central angle of  $22^{\circ}16'54''$  to the East most Corner of said Lot M-104 and the Northwesterly Right-of-Way Line of Pipestone Way; thence along said Lot M-104 and said Pipestone Way the following (3) courses: 1) South  $24^{\circ}43'02''$  West 165.656 feet to a point on a 217.000 foot radius tangent curve to the right, (radius bears North  $65^{\circ}16'58''$  West, Chord: South  $39^{\circ}05'04''$  West 107.690 feet); 2) along the arc of said curve 108.827 feet through a central angle of  $28^{\circ}44'03''$ ; 3) South  $53^{\circ}27'06''$  West 93.822 feet to the East most Corner of Lot M-105 of said Kennecott Daybreak Village 10 North Plat 2 Subdivision; thence along said Lot M-105 North  $36^{\circ}32'54''$  West 179.275 feet to the North Corner of said Lot M-105 and a point on a 233.000 foot radius tangent curve to the right, (radius bears North  $53^{\circ}27'06''$  East, Chord: North  $18^{\circ}16'27''$  West 146.121 feet), said point being 66.000 feet perpendicularly distant to the Westerly Line of said Lot M-104; thence running parallel 66.000 feet Westerly with said Westerly Line of said Lot M-104 the following (2) courses: 1) along the arc of said curve 148.629 feet through a central angle of  $36^{\circ}32'54''$ ; 2) North 65.148 feet to the point of beginning.

Property contains 1.882 acres.