

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC
Attention: John Warnick
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 11A PLAT 8)**

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 11A PLAT 8) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this January __, 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 "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 11A PLAT 8 AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1" (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.

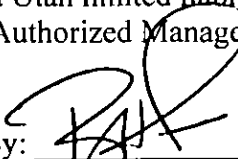
3. **Notice of Reinvestment Fee.** Notice is hereby given that the Covenant and the Charter provide, among other things, that certain assessments and fees will be charged against the Property (and their respective owners), as further described in the Covenant and Charter including a “Community Enhancement 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 January 19, 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

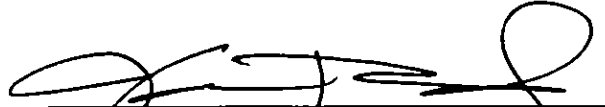
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On January 19, 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.



[SEAL]

WITNESS my hand and official Seal.

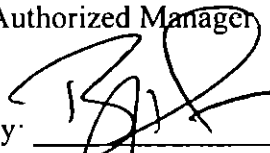

Notary Public in and for said State

My commission expires: 05-03-2023

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

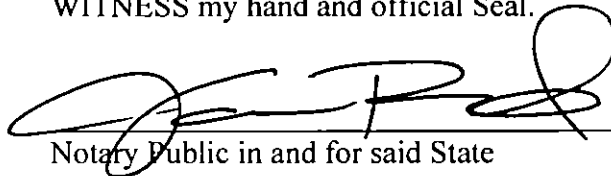
ACKNOWLEDGMENT

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

On January 19, 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.


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 VILLAGE 11A PLAT 8 AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on 1/27/2022, as Entry No. 13877826, Book 11299, at Page 129 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Being a portion of Lot Z101 of the VP Daybreak Operations-Investments Plat 1 subdivision according to the official plat thereof, recorded as Entry No. 12571292 in Book 2017P at Page 176 in the Office of the Salt Lake County Recorder more particularly described as follows: Beginning at the intersection of the North right-of-way line of Daybreak Parkway and the East right-of-way line of Bingham Rim Road, said point also being the Southwest Corner of Less & Except Parcel LL of the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation said point lies South 89°56'37" East 1828.886 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 49.338 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Less & Except Parcel LL the following (4) courses: 1) North 527.543 feet, 2) East 150.704 feet to a point on a 173.000 foot radius non tangent curve to the right, (radius bears South, Chord: South 82°25'37" East 45 599 feet); 3) along the arc of said curve 45.733 feet through a central angle of 15°08'46", 4) South 74°51'14" East 281.164 feet to a Northwesterly Corner of Daybreak Village 11A Plat 7; thence along said Daybreak Village 11A Plat 7 the following (2) courses: 1) South 15°08'46" West 284.413 feet; 2) South 174.712 feet to said North right-of-way line of Daybreak Parkway; thence along said North right-of-way line North 89°49'44" West 392.993 feet to the point of beginning.

Property contains 4.866 acres.

Also and together with the following described tract of land:

Beginning at a Southwesterly Corner of Daybreak Village 11A Plat 7, said point also being a point on the South Line of Less & Except Parcel NN of the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation, said point lies South 89°56'37" East 2310.298 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 550.008 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Less & Except Parcel NN the following (8) courses: 1) North 74°51'14" West 281.164 feet to a point on a 227.000 foot radius tangent curve to the left, (radius bears South 15°08'46" West, Chord: North 82°25'37" West 59.833 feet); 2) along the arc of said curve 60.007 feet through a central angle of

15°08'46"; 3) West 150.704 feet, 4) North 361.816 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears East, Chord: North 04°09'40" East 24.671 feet); 5) along the arc of said curve 24.693 feet through a central angle of 08°19'20"; 6) North 08°19'20" East 218.567 feet to a point on a 170.000 foot-radius non tangent curve to the right, (radius bears South 03°28'33" West, Chord: South 79°08'37" East 43.677 feet); 7) along the arc of said curve 43.798 feet through a central angle of 14°45'41"; 8) South 71°45'46" East 568.712 feet to a Northwesterly Corner of said Daybreak Village 11A Plat 7; thence along said Daybreak Village 11A Plat 7 the following (3) courses: 1) South 16°04'43" West 15.872 feet to a point on a 225 500 foot radius tangent curve to the left, (radius bears South 73°55'17" East, Chord: South 15°36'45" West 3.670 feet); 2) along the arc of said curve 3 670 feet through a central angle of 00°55'57"; 3) South 15°08'46" West 496.285 feet to the point of beginning.

Property contains 6.993 acres.