

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC  
9350 South 150 East, Suite 900  
Sandy, Utah 84070  
Attn: John Warnick

14216923 B: 11478 P: 1883 Total Pages: 7  
03/15/2024 02:57 PM By: adavis Fees: \$64.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: VP DAYBREAK OPERATIONS  
9350 S 150 E, STE 900 ATTN: JOHN WARNICK SANDY, UT 84070



**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
SUBMITTING ADDITIONAL PROPERTY  
(DAYBREAK VILLAGE 15 PLAT 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 VILLAGE 15 PLAT 1) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1** (this “**Supplement**”) is made this March \_\_\_, 2024, 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 further amended by that certain Amendment No. 8 to Community Charter for Daybreak, recorded June 29, 2021, as Entry No. 13702903, in Book 11198, beginning at Page 2431 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 9 to Community Charter for Daybreak, recorded March 9, 2022, as Entry No. 13907339, in Book 11314, beginning at Page 7633 in the Salt Lake County Recorder's Office, and as further amended by that certain Amendment No. 10 to Community Charter for Daybreak, recorded December 26, 2023, as Entry No. 14188903, in Book 11463, beginning at Page 5321 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 2, INC.**, a Utah corporation ("**Devco 2**") and **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the State of Utah ("**JSD**").

#### 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 2 have recorded or are concurrently recording herewith that certain subdivision map entitled "DAYBREAK VILLAGE 15 PLAT 1 VACATING AND AMENDING LOT C-102 OF THE VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITES SUBDIVISION, ALSO AMENDING A PORTION OF LOT Z101 OF THE DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION" (the "**Plat**") which relates to the real property more particularly described on Exhibit A attached hereto (the "**Property**"). Investo 4 and JSD are the fee simple owners 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, Devco 2 and JSD 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 2 and JSD, as the fee simple owners of the Property, hereby consent 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 March 6, 2024, Founder has executed this Supplement, and Devco 2 and JSD have consented to the same.

**FOUNDER:**

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

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

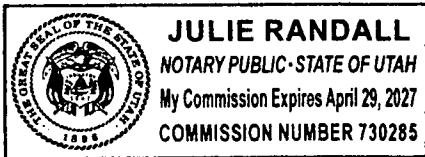
By: [Signature]  
Name: Michael Kunkel  
Treasurer

**ACKNOWLEDGMENT**

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

On March 6, 2024, personally appeared before me, a Notary Public, Michael Kunkel, the Treasurer of LHMRE, LLC, 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]

[Signature]  
Notary Public in and for said State

My commission expires: April 29, 2027

**DEVCO:**

**VP DAYBREAK DEVCO 2, INC.,**  
a Utah corporation

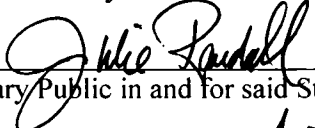
By:   
Name: Eric Carlson  
Its: Vice President

**ACKNOWLEDGMENT**

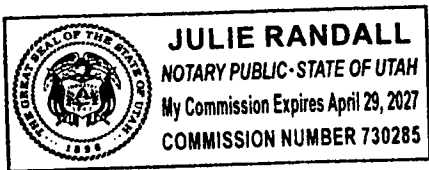
STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On March 6, 2024, personally appeared before me, a Notary Public, Eric Carlson the Vice President of VP DAYBREAK DEVCO 2, INC., a Utah corporation, 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 DEVCO 2, INC., a Utah corporation.

WITNESS my hand and official Seal.

  
Notary Public in and for said State  
My commission expires: April 29, 2027

[SEAL]



JSD:

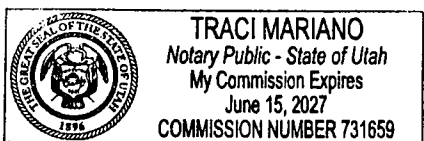
**BOARD OF EDUCATION OF JORDAN SCHOOL  
DISTRICT**, a body corporate and politic of the State of Utah

ok- By: [Signature]  
Name: John Larsen  
Its: Business Administrator

**ACKNOWLEDGMENT**

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

On March 7, 2024, personally appeared before me, a Notary Public,  
John Larsen, the Business Administrator for **BOARD OF  
EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the State of Utah,  
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 **BOARD OF EDUCATION OF  
JORDAN SCHOOL DISTRICT**, a body corporate and politic of the State of Utah.



WITNESS my hand and official Seal.

Traci Mariano  
Notary Public in and for said State

My commission expires: June 15, 2027

[SEAL]

## LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 15 PLAT 1 VACATING AND AMENDING LOT C-102 OF THE VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITES SUBDIVISION, ALSO AMENDING A PORTION OF LOT Z101 OF THE DAYBREAK OPERATIONS-INVESTMENTS PLAT 1 SUBDIVISION", recorded on March 15, 2024 as Entry No. 14216921, Book 11478, at Page 1879 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

### Boundary Description:

Proposed DAYBREAK VILLAGE 15 PLAT 1, Vacating and Amending Lot C-102 of the Daybreak Village 8, Village 9 & Village 13 School Sites Subdivision, also Amending a Portion of Lot Z101 of the VP Daybreak Operations-Investments Plat 1 Subdivision, being more particularly described as follows:

Being all of Lot C-102 of the Daybreak Village 8, Village 9 & Village 13 School Sites Subdivision, according to the official plat thereof, recorded as Entry No. 12729873 in Book 2018P at Page 134 in the Office of the Salt Lake County Recorder, also 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 a point on the North right-of-way line of Meadow Grass Drive, said point lies South 89°56'37" East 4202.821 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest corner of Section 22, Township 3 South, Range 2 West and the Southeast corner of Section 23, Township 3 South, Range 2 West) and North 717.963 feet from the Southwest corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence along said Meadow Grass Drive the following five (5) courses: (1) South 87°36'22" West 90.313 feet; (2) North 85°16'08" West 40.311 feet; (3) South 87°36'22" West 158.166 feet; (4) North 81°08'36" West 200.759 feet; and (5) North 76°22'33" West 519.444 feet to the Easterly right-of-way line of Watercourse Road; thence along said Watercourse Road North 15°08'46" East 883.825 feet to the Southerly right-of-way line of Lake Avenue; thence along said Lake Avenue the following two (2) courses: (1) South 81°36'09" East 515.412 feet; and (2) South 83°57'31" East 14.101 feet; thence South 08°28'00" West 10.526 feet; thence South 06°02'29" West 230.483 feet; thence South 83°57'31" East 285.000 feet; thence South 06°02'29" West 307.816 feet to a point on a 270.000 foot radius tangent curve to the left, (radius bears South 83°57'31" East, Chord: South 01°49'25" West 39.714 feet); thence along the arc of said curve 39.750 feet through a central angle of 08°26'06"; thence South 02°23'38" East 307.440 feet to the point of beginning.