

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC
Attention: Brad Holmes
9350 S. 150 E., Suite 900
Sandy, Utah 84070

13679594
06/02/2021 09:42 AM \$40.00
Book - 11183 Pg - 9286-9291
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
VP DAYBREAK OPERATIONS, LLC
9350 S 150 E, #900
SANDY UT 84070
BY: ARA, DEPUTY - MI 6 P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 11A PLAT 4)**

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 4) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this May 28, 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**"), 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 has recorded or is concurrently recording herewith that certain subdivision map entitled "DAYBREAK VILLAGE 11A PLAT 4 SUBDIVISION 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]

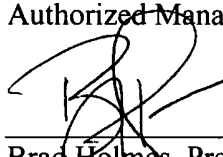
IN WITNESS WHEREOF, as of this May 25, 2021, Founder has executed this Supplement, and Devco has consented to the same.

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

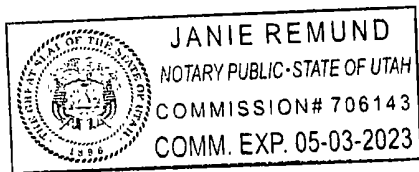
By: 
Brad Holmes, President

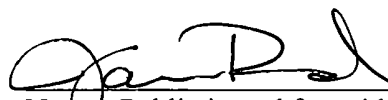
ACKNOWLEDGMENT

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

On May 25 2021, personally appeared before me, a Notary Public, Brad Holmes, 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

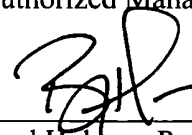
[SEAL]

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

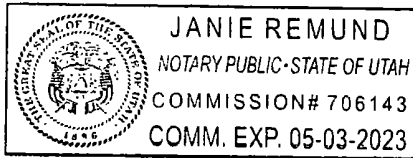
By: 
Brad Holmes, President

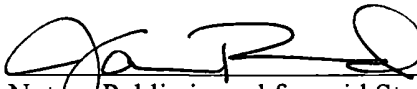
ACKNOWLEDGMENT

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

On May ~~25~~ 2021, personally appeared before me, a Notary Public, Brad Holmes, President of Miller Family Real Estate, L.L.C., a Utah limited liability company, 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 VP 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 4 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on June 2nd, 2021, as Entry No. 13679592, Book 11183, at Page 9200 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at a point on the Southerly Line of Less & Except Parcel PP as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 1633.323 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 1273.689 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 431.998 feet; thence West 19.424 feet; thence North 365.00 feet; thence West 195.000 feet; thence North 131.550 feet; thence East 80.424 feet; thence North 225.792 feet to a point on a 127.000 foot radius tangent curve to the right, (radius bears East, Chord: North 18°38'13" East 81.171 feet); thence along the arc of said curve 82.620 feet through a central angle of 37°16'26"; thence North 37°16'26" East 62.980 feet to the Northerly Line of said Less & Except Parcel PP; thence along said Less & Except Parcel PP the following (10) courses: 1) South 52°43'34" East 253.370 feet to a point on a 1030.000 foot radius non tangent curve to the left, (radius bears South 82°36'07" East, Chord: South 01°19'25" West 217.984 feet); 2) along the arc of said curve 218.393 feet through a central angle of 12°08'55"; 3) East 11.540 feet to a point on a 1018.500 foot radius non tangent curve to the left, (radius bears North 85°11'45" East, Chord: South 07°20'58" East 90.461 feet); 4) along the arc of said curve 90.490 feet through a central angle of 05°05'26"; 5) South 09°53'41" East 113.062 feet to a point on a 281.500 foot radius tangent curve to the right, (radius bears South 80°06'19" West, Chord: South 05°25'28" East 43.882 feet); 6) along the arc of said curve 43.926 feet through a central angle of 08°56'26"; 7) South 00°57'15" East 510.149 feet; 8) South 06°09'31" West 80.010 feet; 9) South 03°41'21" West 75.745 feet; 10) West 168.393 feet to the point of beginning.

Property contains 6.141 acres.