

WHEN RECORDED, RETURN TO:

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

13679578  
06/02/2021 09:32 AM \$40.00  
Book - 11183 Pg - 9185-9192  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
VP DAYBREAK OPERATIONS, LLC  
9350 S 150 E, #900  
SANDY UT 84070  
BY: ARA, DEPUTY - MI 8 P.

**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
SUBMITTING ADDITIONAL PROPERTY  
(DAYBREAK VILLAGE 11A PLAT 3)**

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 3) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1** (this “**Supplement**”) is made this May 28<sup>th</sup>, 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 3 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.

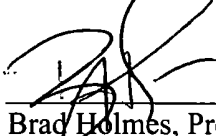
*[Signatures on the Following Page]*

IN WITNESS WHEREOF, as of this May 25<sup>th</sup>, 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

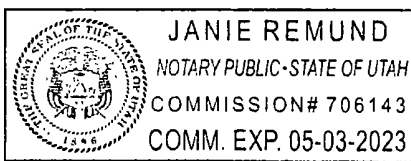
By:   
\_\_\_\_\_  
Brad Holmes, President

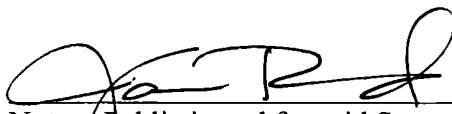
ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
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 )  
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

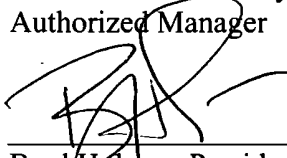
[SEAL]

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

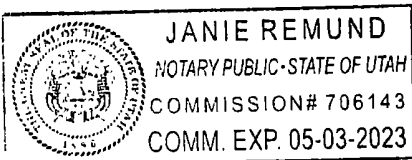
By:   
Brad Holmes, President

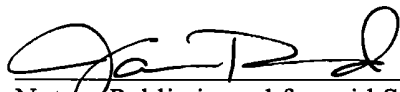
ACKNOWLEDGMENT

STATE OF UTAH )  
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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 3 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on June 2, 2021, as Entry No. 13679576, Book 11183, at Page 9179 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

#### Boundary Description:

Beginning at a point on the Westerly Line of Less & Except Parcel OO as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 1859.572 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 1675.739 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running along said Less & Except Parcel OO the following (5) courses: 1) North 00°57'15" West 264.232 feet; 2) South 89°02'45" West 11.500 feet to a point on a 318.500 foot radius non tangent curve to the left, (radius bears South 89°02'45" West, Chord: North 05°25'28" West 49.649 feet); 3) along the arc of said curve 49.700 feet through a central angle of 08°56'26"; 4) North 09°53'41" West 113.062 feet to a point on a 981.500 foot radius tangent curve to the right, (radius bears North 80°06'19" East, Chord: North 07°01'59" West 98.002 feet); 5) along the arc of said curve 98.043 feet through a central angle of 05°43'24" to a point of compound curvature with a 4.500 foot radius non tangent curve to the right, (radius bears South 50°37'15" East, Chord: North 42°52'13" East 0.548 feet), said point being a South Corner of Daybreak Village 12A Plat 1 subdivision; thence along said Daybreak Village 12A Plat 1 the following (10) courses: 1) along the arc of said curve 0.548 feet through a central angle of 06°58'55"; 2) North 46°21'40" East 4.502 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 43°38'20" West, Chord: North 24°28'33" East 4.100 feet); 3) along the arc of said curve 4.202 feet through a central angle of 43°46'14" to a point of reverse curvature with a 481.500 foot radius tangent curve to the right, (radius bears South 87°24'34" East, Chord: North 06°17'18" East 62.109 feet); 4) along the arc of said curve 62.152 feet through a central angle of 07°23'45" to a point of reverse curvature with a 518.500 foot radius tangent curve to the left, (radius bears North 80°00'49" West, Chord: North 09°02'49" East 17.002 feet); 5) along the arc of said curve 17.003 feet through a central angle of 01°52'44" to a point of compound curvature with a 5.500 foot radius tangent curve to the left, (radius bears North 81°53'33" West, Chord: North 14°58'32" West 4.313 feet); 6) along the arc of said curve 4.432 feet through a central angle of 46°09'58"; 7) North 38°03'31" West 4.193 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears North 51°56'29" East, Chord: North 15°32'11" West 3.447 feet); 8) along the arc of said curve 3.538 feet through a central angle of 45°02'41" to a point of reverse curvature with a 512.500 foot radius tangent curve to the left, (radius bears North 83°00'50" West, Chord: North 05°18'25" East 30.033 feet); 9) along the arc of said curve 30.037 feet

through a central angle of 03°21'29" to a point of reverse curvature with a 30.500 foot radius tangent curve to the right, (radius bears South 86°22'19" East, Chord: North 63°07'19" East 52.556 feet); 10) along the arc of said curve 63.340 feet through a central angle of 118°59'16" to a point of reverse curvature with a 509.500 foot radius tangent curve to the left, (radius bears North 32°36'56" East, Chord: South 58°59'58" East 28.722 feet) to a point on the Northerly Line of said Less & Except Parcel OO; thence along said Less & Except Parcel OO the following (4) courses: 1) along the arc of said curve 28.726 feet through a central angle of 03°13'49"; 2) South 29°23'07" West 17.500 feet to a point on a 527.000 foot radius non tangent curve to the left, (radius bears North 29°23'07" East, Chord: South 64°43'08" East 75.432 feet); 3) along the arc of said curve 75.497 feet through a central angle of 08°12'29"; 4) South 68°49'22" East 256.558 feet to a Northerly Corner of Daybreak Village 11A Plat 2 Subdivision; thence along said Daybreak Village 11A Plat 2 the following (6) courses: 1) South 21°10'38" West 293.323 feet to a point on a 127.000 foot radius tangent curve to the left, (radius bears South 68°49'22" East, Chord: South 10°06'41" West 48.751 feet); 2) along the arc of said curve 49.056 feet through a central angle of 22°07'53"; 3) South 00°57'15" East 87.210 feet; 4) South 06°39'53" East 20.100 feet; 5) South 00°57'15" East 85.000 feet; 6) South 89°02'45" West 222.000 feet to the point of beginning.

Property contains 3.834 acres.

Also and together with the following described tract of land:

Beginning at an Easterly Corner of the Daybreak Village 11A Plat 2 Subdivision, said point lies South 89°56'37" East 2720.337 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 1131.362 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Daybreak Village 11A Plat 2 the following (16) courses: 1) North 71°45'46" West 144.558 feet; 2) North 74°51'14" West 45.655 feet; 3) North 15°08'46" East 98.717 feet to a point on a 227.000 foot radius tangent curve to the left, (radius bears North 74°51'14" West, Chord: North 11°46'18" East 26.722 feet); 4) along the arc of said curve 26.737 feet through a central angle of 06°44'55"; 5) North 08°23'51" East 55.330 feet; 6) North 81°36'09" West 37.500 feet to a point on a 25.000 foot radius non tangent curve to the right, (radius bears North 81°36'09" West, Chord: South 58°19'02" West 38.257 feet); 7) along the arc of said curve 43.563 feet through a central angle of 99°50'23"; 8) North 71°45'46" West 9.806 feet to a point on a 25.000 foot radius tangent curve to the right, (radius bears North 18°14'14" East, Chord: North 36°21'31" West 28.967 feet); 9) along the arc of said curve 30.896 feet through a central angle of 70°48'31"; 10) North 00°57'15" West 394.135 feet to a point on a 25.000 foot radius tangent curve to the right, (radius bears North 89°02'45" East, Chord: North 55°06'41" East 41.484 feet); 11) along the arc of said curve 48.927 feet through a central angle of 112°07'53"; 12) North 21°10'38" East 37.500 feet; 13) North 68°49'22" West 27.675 feet; 14) North 05°54'35" East 119.055 feet to a point on a 73.000 foot radius tangent curve to the right, (radius bears South 84°05'25" East, Chord: North 13°32'36" East 19.395 feet); 15) along the arc of said curve 19.452 feet through a central angle of 15°16'03"; 16) North 21°10'38" East 85.924 feet to a point on the Northerly Line of Less & Except Parcel OO as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision; thence along said Less & Except Parcel OO the following (2) courses: 1) South 68°49'22" East 142.548 feet to a point on a 230.000 foot

radius tangent curve to the left, (radius bears North 21°10'38" East, Chord: South 70°29'58" East 13.458 feet); 2) along the arc of said curve 13.460 feet through a central angle of 03°21'11" to a Northwesterly Corner of the Daybreak Village 11A Plat 1 Subdivision; thence along said Daybreak Village 11A Plat 1 the following (5) courses: 1) South 21°10'38" West 120.394 feet; 2) South 68°49'22" East 0.554 feet; 3) South 26°43'22" East 187.141 feet; 4) South 08°23'51" West 125.484 feet; 5) South 81°36'09" East 120.000 feet to a point on the Easterly Line of said Less & Except Parcel OO; thence along said Less & Except Parcel OO the following (2) courses: 1) South 08°23'51" West 75.912 feet; 2) South 15°08'46" West 386.361 feet to the point of beginning.

Property contains 4.655 acres.

Also and together with the following described tract of land:

Beginning at a point on the Westerly Line of Less & Except Parcel II as shown on the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation subdivision, said point lies South 89°56'37" East 2776.771 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 1110.267 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 II the following (4) courses: 1) North 15°08'46" East 240.474 feet; 2) North 09°26'08" East 20.100 feet; 3) North 15°08'46" East 151.996 feet; 4) North 08°23'51" East 55.661 feet to a Southerly Corner of the Daybreak Village 11A Plat 1 Subdivision; thence along said Daybreak Village 11A Plat 1 the following (4) courses: 1) South 74°51'14" East 42.541 feet; 2) South 15°08'46" West 20.000 feet; 3) South 74°51'14" East 156.000 feet; 4) South 15°08'46" West 187.272 feet along said Daybreak Village 11A Plat 1 and extended along a Westerly Line of the Daybreak Village 11A Plat 2 Subdivision; thence along said Daybreak Village 11A Plat 2 the following (4) courses: 1) North 74°51'14" West 105.000 feet; 2) South 15°08'46" West 262.633 feet; 3) North 71°45'46" West 40.056 feet; 4) North 74°51'14" West 45.003 feet to the point of beginning.

Property contains 1.355 acres.