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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
VP DAYBREAK OPS LLC  
11248 KESTREL RISE ROAD #201  
ATTN: CAMERON JACKSON  
SOUTH JORDAN UT 84009  
BY: DHA, DEPUTY - WI 13 P.

When Recorded Mail To:

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

**SUPPLEMENT TO  
COMMUNITY CHARTER FOR DAYBREAK  
ESTABLISHING AND/OR EXPANDING SERVICE AREA  
FOR  
ISLAND VILLAGE BENEFITTED SERVICE AREA**

THIS SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK ESTABLISHING AND/OR EXPANDING SERVICE AREA (this “**Supplement**”) is made by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, as successor-in-interest to KENNECOTT LAND COMPANY, a Delaware corporation (the “**Founder**”), pursuant to that certain Community Charter for Daybreak recorded as Entry No. 8989518 in Book No. 8950 Page No. 7784-7908 in the Office of the County Recorder, Salt Lake County, Utah, as subsequently amended and supplemented from time to time (collectively, the “**Charter**”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Charter.

**RECITALS**

- A. WHEREAS, Founder is the founder of the Daybreak Community;
- B. WHEREAS, pursuant to Section 3.4 of the Charter, Founder may designate Service Areas and assign Units to a particular Service Area in a Supplement;
- C. WHEREAS, pursuant to Section 3.4 of the Charter a supplement to the Charter may be recorded by Founder to establish and or designate Units that share Limited Common Areas or receive special benefits or services from Daybreak Community Association, Inc., a Utah nonprofit corporation (the “**Association**”) that it does not provide to all Units within the Community;
- D. WHEREAS, Pursuant to Section 3.4 of the Charter, during the Development and Sale Period, the Founder may unilaterally record a Supplement to create or change Service Area Boundaries;
- E. WHEREAS, certain residential builders (individual a “**Builder**”, and collectively, the “**Builders**”), have constructed and developed that certain portion of the residential real property covered by the Charter (i.e., those certain lots) described in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively, the “**Project**”); and

F. WHEREAS, Founder desires to create a Service Area within the Project (or expand such Service Area, as applicable), as duly authorized by Section 3.4 by the Charter, and impose additional covenants, conditions, restrictions and reservations of easements thereon in addition to those set forth in the Charter.

NOW, THEREFORE, pursuant to the express authority set forth, and reserved unto Founder, in the Charter, Founder hereby unilaterally declares as follows:

1. **SERVICE AREA DESIGNATION.** By this Supplement, that portion of the Project described in **Exhibit B** attached hereto is hereby designated and established as a "Service Area" under the Charter and such "Service Area" shall be known as: Island Village Benefitted Service Area (the "Service Area"). The Service Area may be expanded from time to time by Founder.
2. **SUPPLEMENT TO GOVERNING DOCUMENTS.** In addition to this Supplement, the Service Area shall be submitted to and governed by the terms of the Charter and other Governing Documents and shall be subject to all expenses, covenants, conditions, restrictions, and reservations of easements therein. The provisions of this Supplement shall supplement the provisions of the Charter and other Governing Documents, and in the event of a conflict, the terms and provisions of the Governing Documents shall control; provided, however, that if the terms and provisions of this Supplement are more restrictive than the Governing Documents, the terms and provisions of this Supplement shall control. Nothing herein contained shall be construed to relieve any Owner or Unit within the Service Area from the conditions, covenants, and restrictions contained in the Governing Documents, or as limiting or preventing any rights of enforcement granted or available to the Association or by virtue thereof.
3. **COMMON ELEMENTS.** The Common Elements shall be reserved for the use and benefit of the Owners and residents of the Units within the Service Area. Pursuant to Sections 6.3 and 12.1 of the Charter, the Association shall maintain, and be responsible for repairing and replacing, all Common Elements assigned to the Service Area as a Service Area Expense. Upon completion of construction of the applicable Common Elements, the applicable Builder(s) shall promptly take any and all reasonable steps to convey title to any of the Common Elements to the Association, free and clear of all liens and encumbrances. Those necessary steps may include, without limitation, preparation and execution of any documents and/or deeds relating to the Common Elements, which deeds or other documents shall be in form and substance reasonably acceptable to the Association. The term "**Common Elements**" as used herein means all personal and real property, other than Units, owned by the Association for the use and enjoyment of the Owners and residents of the Units within the Service Area and their guests and invitees, and are more particularly described in **Exhibit C** attached hereto.
  - (a) **Owner's Easement of Enjoyment.** Each Owner and resident of a Unit within the Service Area, and their permitted guests and invitees, is hereby granted a right and easement of enjoyment of the Common Elements consistent with other Common Elements easements contained in Section 13.1 of the Charter and such easement shall be appurtenant to and

shall pass with title to every Unit subject to the terms of the Charter and any Rules established by the Association.

- (b) ***Delegation of Enjoyment.*** Any Owner may delegate, in accordance with the Governing Documents, his or her rights of enjoyment to the Common Elements to the members of his or her family, social invitees, and tenants or contract purchasers of the applicable Unit, subject to reasonable regulations and procedures established by the Board.
- (c) ***Limitation on Construction.*** No person other than Founder or the Association or its duly authorized agents, or delegates shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation from any Common Elements.
- (d) ***Owner's Liability for Damages to Common Elements.*** Each Owner shall be legally liable to the Association for all damages to the Common Elements or to any improvements thereof or thereto, including, but not limited to, curbs, sidewalks, paved surfaces, lighting, any buildings and landscaping, caused by such Owner, his or her licensees, pets, guests, licensee, or any occupant of such Owner's Unit, as such liability may be determined under Utah law.
- (e) ***Security.*** The Association may, but shall not be obligated to, maintain or support certain activities within the Service Area designed to make the Service Area safer than it otherwise might be. Neither the Association (including the Board) nor Founder nor its affiliates shall in any way be considered insurers or guarantors of security within the Service Area, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of (i) failure to provide adequate security, or (ii) ineffectiveness of security measures undertaken, or (iii) inability of emergency access vehicles to access the Service Area. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Service Area cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands and covenants to inform all residents of its Unit, and their respective families and invitees, that neither the Association (including the Board) nor all other person involved with the governance, maintenance, and management of the Project, including Founder nor its affiliates, are insurers of safety or security within the Service Area. All Owners and residents, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, Units, and the contents of Units, and further acknowledge that neither the Association (including the Board and any Service Area Committee), nor Founder no its affiliates have made representations or warranties regarding any entry gate, patrolling of the properties, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the Service Area, as applicable. All Owners and

residents, and their respective families, guests, and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

4. **COMMON BENEFITS.** The Common Benefits shall be reserved for the use and benefit of the Owners and residents of the Units within the Service Area. Pursuant to the Charter and this Supplement, the Association shall provide the Common Benefits assigned to the Service Area as a Service Area Expense. The term “**Common Benefits**” as used herein means those additional benefits and services, excluding the Common Elements, provided by the Association to the Units within the Service Area that the Association does not provide to Units outside the Service Area, and are more particularly described in **Exhibit D** attached hereto.
5. **SERVICE AREA EXPENSES.** Subject to the Charter and this Supplement, and in addition to other expenses, identified in the Charter and in this Supplement or its exhibits, if any, the expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of the Common Elements and Common Benefits now or hereafter assigned to the Service Area for which the Association has such responsibility shall be “**Service Area Expenses**”, as well as any other amounts that are allowed as Service Area Expenses under Section 12.1(b) of the Charter for which the Owners of Units within the Service Area shall be responsible. In addition, all Service Area Expenses shall be assessed to the applicable Units as a “**Service Area Assessment**” as provided for in Chapter 12 of the Charter. The Association shall prepare an annual Service Area budget for the estimated Service Area Expenses in accordance with Section 12.2 of the Charter.
6. **COMMON EXPENSES AND SPECIAL EXPENSES.** In addition to and not in limitation of the Service Area Expenses, Units within the Service Area shall also be subject to the Common Expenses, Special Assessments, and other expenses and assessments authorized by the Charter.
7. **PERSONAL OBLIGATION.** All Service Area Assessments are a personal obligation as are any other assessments levied by the Association. All the rights and responsibilities contained in the Governing Documents, including methods of collection, of Association assessments are applicable to Service Area Assessments, including the personal nature of the obligation to pay all Service Area Assessments.
8. **MAINTENANCE.** Pursuant to Section 6.3 and 12.1(b) of the Charter, the Association, its community manager and/or its designee shall maintain the Service Area Common Elements. In all respects, the Association shall maintain the Service Area in a manner consistent with the Governing Documents and the Community-Wide Standard as described in Section 9.2 of the Charter.
9. **INSURANCE COVERAGE.** Consistent with Chapter 11 of the Charter, to the extent reasonably available, the Board shall obtain and maintain blanket property insurance coverage as set forth in this Section. If such insurance is not reasonably available, and the Board determines that any insurance described in this Section will not be maintained, the Board shall promptly

cause Notice of that fact to all Owners and Eligible Holders. The foregoing notwithstanding, the Board shall obtain and maintain all coverages required by Utah law, if any.

(a) ***Property Insurance Coverage.***

1. **Coverage.** Property insurance will cover:
  - (i) All fixtures, equipment and any improvements and betterments which are affixed to or a part of the Common Elements; and
  - (ii) All personal property owned by the Association within the Service Area.
2. **Amounts.** The insurance will be for an amount (after application of any deductions) equal to one hundred percent (100%) of the actual cash value of the covered items at the time the insurance is purchased and at each renewal date. The Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the insured items, and the cost of such appraisals shall be a Service Area Expense.
3. **Risks Insured Against.** The insurance shall afford protection against “all risks” of direct physical loss commonly insured.
4. **Other Provisions.** Insurance policies required by this Section shall provide that:
  - (i) Each Owner is an insured person under the policy with respect to liability arising out of the Owner’s interest in the Common Elements or membership in the Service Area.
  - (ii) The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner.
  - (iii) An act or omission by an Owner, unless acting within the scope of the Owner’s authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.
  - (iv) If, at the time of a loss under the policy, there is other insurance in the name of an Owner which covers the same risk covered by the policy, the Service Area’s policy provides primary insurance.
  - (v) Losses must be adjusted with the Service Area.
  - (vi) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but, in any case, it is to be held in trust for each Owner and the Owner’s Mortgagee.
  - (vii) The insurer may not cancel or refuse to renew the policy until thirty (30) days after Notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Owner and to each holder of a security interest to whom a

certificate or memorandum of insurance has been issued, at their respective last known addresses.

(viii) The name of the insured shall be substantially as follows: The Daybreak Community Association, Inc. for the use and benefit of the individual Owners.

- (b) **Liability Insurance.** Liability insurance, including medical payments insurance, will be maintained as determined by the Board. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:
1. Each Owner in the Service Area is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Service Area.
  2. Each Builder is an insured for so long as such Builder has any interest in the Common Elements or in the Units.
  3. The insurer waives the right to subrogation under the policy against an Owner in the Service Area or member of the household of an Owner in the Service Area.
- (c) **Right and Duty of Owners to Insure.** It is the responsibility of each Owner to provide insurance on such Unit, personal property and all other property and Improvements on or part of the Unit. Nothing herein shall preclude any Owner from carrying any liability insurance as such Owner deems desirable to cover the Owner's individual liability for damage to person or property occurring on or within the Owner's Unit or elsewhere with the Service Area. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Service Area.
- (d) **Premiums.** Insurance premiums for insurance carried or to be carried by the Association for the Common Elements shall be a Service Area Expense unless the Board otherwise determines consistent with Section 11.4 of the Charter.
- (e) **Other Insurance.** The Association may carry other insurance on the Service Area which the Board considers appropriate to protect the Association and/or the Owners.
10. **DISPUTE RESOLUTION.** Any dispute related to the Service Area, Service Area Assessments, Service Area Expenses, or any other matters hereunder shall be subject to Chapter 18 of the Charter. The Service Area and Owners subject to the Service Area will be considered "Bound Parties" as defined in Section 18.1 of the Charter.
11. **AMENDMENTS.** This Supplement may be amended consistent with Sections 3.4 and 20.2 of the Charter.
12. **MISCELLANEOUS.**

- (a) **Waiver.** No provision contained in this Supplement is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- (b) **Invalidity.** The invalidity of any provision of this Supplement does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of this Supplement shall continue in full force and effect.
- (c) **No Public Right or Dedication.** Nothing contained in this Supplement shall be deemed to be a gift or dedication of all or any part of the Project to the public, or for any public use.
- (d) **Certification.** Founder hereby certifies that: (i) the Development Sale Period is in effect as of the date of the recording of this Supplement; (ii) Founder has the express authority to record this Supplement against the lots within the project described in **Exhibit A** attached hereto; and (iii) that, to Founder's knowledge, each homeowner of the respective lots within the Project has received a detailed written "sales disclosure" wherein disclosure of the applicable initial Service Area fees/due and related charges was disclosed to all such owners at the time of purchase of such lots.


*[Signatures on following pages]*

IN WITNESS WHEREOF, Founder has caused this Supplement to be executed as of this \_\_\_ day of October 7<sup>th</sup>, 2021, and the Association has consented to the same.

**FOUNDER:**

VP DAYBREAK OPERATIONS, LLC,  
a Delaware limited liability company

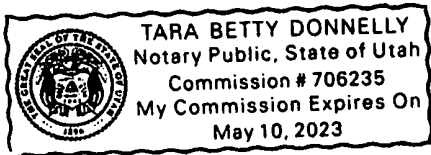
By: Miller Family Real Estate, L.L.C.,  
a Utah limited liability company  
Its: Authorized Manager

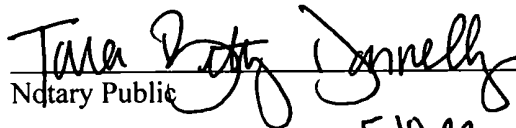
By:   
Name: Cameron Jackson  
Its: VP, Residential Operations

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

This instrument was acknowledged before me on October 7, 2021, by Cameron Jackson, the VP of Residential Operations 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.

WITNESS my hand and official Seal.



  
Notary Public  
My appointment expires: 5-10-23



**ASSOCIATION:**

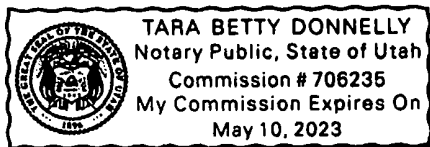
DAYBREAK COMMUNITY ASSOCIATION,  
INC., a Utah nonprofit corporation

By: [Signature]  
Name: Cameron Jackson  
Its: Board President

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

On October 7, 2021, personally appeared before me, a Notary Public, Cameron Jackson the Board President of Daybreak Community Association, Inc., a Utah nonprofit corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that they executed the above instrument on behalf of Daybreak Community Association, Inc., a Utah nonprofit corporation.

WITNESS my hand and official Seal.



Tara Betty Donnelly  
Notary Public  
My appointment expires: 5-10-23

**EXHIBIT A**

**“Legal Description of Project”**

That certain real property located in the City of South Jordan, Salt Lake County, Utah, described as follows:

Lots 101 through 187 of that plat map entitled “DAYBREAK LAKE ISLAND PLAT 1 AMENDING LOTS A-4 & A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” recorded on January 5, 2018, as Entry No. 12693190, Book 2018P, at Page 7 of the Official Records of Salt Lake County, Utah.

Lots 201 through 218 as shown on that certain plat map entitled “DAYBREAK LAKE ISLAND PLAT 2 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” recorded on February 27, 2019, as Entry No. 12941070, Book 2019P, at Page 074 of the Official Records of Salt Lake County, Utah.

Lots 301 through 378 of that plat map entitled “DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah.

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**EXHIBIT B**

**“Service Area”**

Lots 101 through 187 of that plat map entitled “DAYBREAK LAKE ISLAND PLAT 1 AMENDING LOTS A-4 & A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” recorded on January 5, 2018, as Entry No. 12693190, Book 2018P, at Page 7 of the Official Records of Salt Lake County, Utah.

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## EXHIBIT C

### **“Common Elements”**

**“Common Elements”** and/or **“Common Area”** means, refers to, and includes: the open space areas and any improvements constructed thereon as shown on the Plats and any other land included within the Service Area that is not a Unit, and for which the maintenance, repair and replacement responsibility has not been assigned to the Owners or to a governmental entity. The Common Elements may consist of landscaping, irrigation equipment, walkways, the storm water detention basin, park strip(s), private roads, private lanes, parking spaces, landscaped common areas, and perimeter fencing initial installed by a Builder and other improvements and all common areas as defined in the Community Association Act, Utah Code 57-8a-101 *et seq.*, located within the Project, whether or not enumerated herein. The Association shall own all Common Elements as described further elsewhere in this Supplement unless and until such time as the Association transfers ownership of all or a portion of the Common Elements to a governmental entity, at which point in time any portion so transferred shall cease to be Common Elements.

**EXHIBIT D**

**“Common Benefits”**

**ASSOCIATION RESPONSIBILITY REGARDING COMMON AREAS.** The Association shall be responsible for maintenance, repair and replacement upon the Common Area as set forth herein.

The Association shall also maintain all Common Area amenities which may be installed from time to time. However, if the Common Areas are damaged by the willful misconduct or negligence of an Owner, their guests, tenants, or invitees, such Owner shall be responsible for all such damage.

**MAINTENANCE STANDARD.** All maintenance, repair and replacement obligations shall be performed in a manner consistent with the Charter and the Community-Wide Standard.

**RIGHT OF ENTRY AND ACCESS AT REASONABLE HOURS.** The Association shall have a right of entry and access to, over, upon and through the entire Project consistent with the Charter, including, but not limited to, Chapter 13, including each lot, to enable the Association to perform its obligations and duties and exercise its rights with regard to maintenance, repair, restoration and servicing of any items, things, or areas of or in the Project. In the event of an emergency, the Association’s right of entry to a Unit may be exercised without notice.

**CLARIFICATION AND ALTERATION OF CERTAIN MAINTENANCE DUTIES BY RULE.** To the extent not clarified herein and not inconsistent with the provisions of the Charter, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities.