


WHEN RECORDED, RETURN TO:

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

13912528 B: 11317 P: 6730 Total Pages: 7
03/16/2022 01:43 PM By: salvarado Fees: \$220.00
SUPDEC - SUPPLEMENT TO DECLARATION
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: VP DAYBREAK OPERATIONS LLC
11248 KESTREL RISE ROAD SUITE 201 SOUTH JORDAN, UTAH 84009



SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 12A 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 12A PLAT 3) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this March __, 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 successor "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 12A PLAT 3 AMENDING LOT V5 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED" (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.

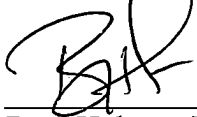
[Signatures on the Following Page]

IN WITNESS WHEREOF, as of this March 14, 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

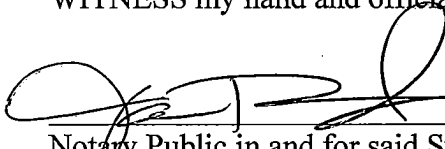
ACKNOWLEDGMENT

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

On March 14, 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.

WITNESS my hand and official Seal.




Notary Public in and for said State

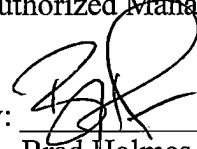
My commission expires: 05-03-2023

[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

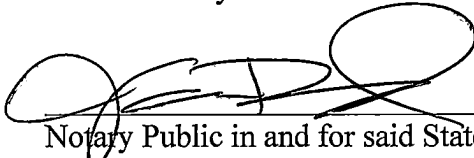
ACKNOWLEDGMENT

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

On March 14, 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 12A PLAT 3 AMENDING LOT V5 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on 3/16, 2022 as Entry No. 13912513, Book 11317, at Page 6621 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Being a portion Lot V5 of the KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED, according to the official plat thereof, recorded as Entry No. 8824749 in Book 2003P at Page 303 in the Office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Easternmost Corner of the Future Daybreak Village 12A Plat 1, said point lies South 89°56'37" East 2334.125 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 3546.229 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Future Daybreak Village 12A Plat 1 the following (3) courses: 1) North 60°00'00" West 714.277 feet to a point on a 527.000 foot radius tangent curve to the left, (radius bears South 30°00'00" West, Chord: North 62°41'20" West 49.445 feet); 2) along the arc of said curve 49.463 feet through a central angle of 05°22'40"; 3) North 65°22'40" West 141.958 feet and extending along a Northerly Line of the Future Daybreak Village 12A Plat 2 to an Easterly Corner of said Future Daybreak Village 12A Plat 2; thence along said Future Daybreak Village 12A Plat 2 the following (4) courses: 1) North 30°00'00" East 299.316 feet; 2) North 60°00'00" West 133.000 feet; 3) North 30°00'00" East 63.756 feet; 4) North 60°00'00" West 54.000 feet; thence North 30°00'00" East 68.755 feet to the Northerly Line of Less & Except Parcel FFF of the Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation, recorded as Entry No. 13061700 in Book 2019P at Page 239 in the Office of the Salt Lake County Recorder, and a point on a 705.000 foot radius non tangent curve to the right (radius bears South 32°26'14" West, Chord: South 55°26'10" East 52.323 feet); thence along said Less & Except Parcel FFF the following (4) courses: 1) along the arc of said curve 52.335 feet through a central angle of 04°15'12" to a point of compound curvature with a 1935.000 foot radius tangent curve to the right (radius bears South 36°41'26" West, Chord: South 51°39'17" East 111.754 feet); 2) along the arc of said curve 111.769 feet through a central angle of 03°18'34"; 3) South 50°00'00" East 943.608 feet; 4) South 30°00'00" West 231.965 feet to the point of beginning.

ALSO AND TOGETHER WITH the following described tract of land:

Beginning at the Westernmost Corner of Less & Except Parcel EEE of said Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation, said point lies South 89°56'37" East

1874.255 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 4289.257 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 EEE the following (7) courses: 1) North 30°00'00" East 39.602 feet; 2) South 50°00'00" East 733.004 feet to a point on a 730.500 foot radius tangent curve to the left, (radius bears North 40°00'00" East, Chord: South 51°54'25" East 48.617 feet); 3) along the arc of said curve 48.626 feet through a central angle of 03°48'50"; 4) South 30°00'00" West 31.090 feet; 5) North 50°00'00" West 178.702 feet; 6) North 56°43'28" West 85.401 feet; 7) North 50°00'00" West 516.600 feet to the point of beginning.

ALSO AND TOGETHER WITH the following described tract of land:

Beginning at the Westernmost Corner of Less & Except Parcel DDD of said Daybreak West Villages Roadway Dedication Plat in Lieu of Condemnation, said point lies South 89°56'37" East 1827.583 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 4328.373 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 DDD the following (3) courses: 1) North 50°00'00" West 92.781 feet to a point on a 1980.500 foot radius tangent curve to the left (radius bears South 40°00'00" West, Chord: North 51°39'17" West 114.382 feet); 2) along the arc of said curve 114.398 feet through a central angle of 03°18'34" to a point of compound curvature with a 750.500 foot radius tangent curve to the left (radius bears South 36°41'26" West, Chord: North 55°58'37" West 69.852 feet); 3) along the arc of said curve 69.878 feet through a central angle of 05°20'05"; thence North 31°21'21" East 41.087 feet to a point on the Northerly Line of said Less & Except Parcel DDD and a 2019.500 foot radius non tangent curve to the right (radius bears South 34°36'07" West, Chord: South 52°41'56" East 190.193 feet); thence along said Less & Except Parcel DDD the following (3) courses: 1) along the arc of said curve 190.263 feet through a central angle of 05°23'53"; 2) South 50°00'00" East 85.904 feet; 3) South 30°00'00" West 39.602 feet to the point of beginning.