

WHEN RECORDED, RETURN TO:

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

13679607
06/02/2021 09:49 AM \$40.00
Book - 11183 Pg - 9333-9338A
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
VP DAYBREAK OPERATIONS, LLC
9350 S 150 E. #900
SANDY UT 84070
BY: ARA, DEPUTY - WI ⁷ P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 11A PLAT 5)**

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 5) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this May 2^{9th}, 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 5 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]

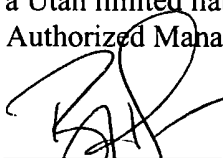
IN WITNESS WHEREOF, as of this May 25, 2021, Founder has executed this Supplement, and Devco has consented to the same.

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: 

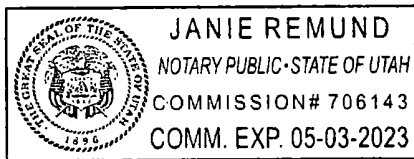
Brad Holmes, President

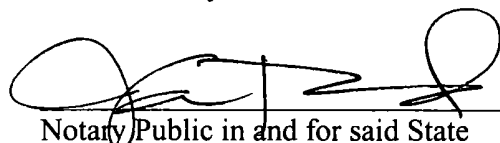
ACKNOWLEDGMENT

STATE OF UTAH)
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) :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

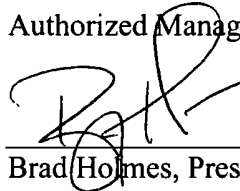
My commission expires: 05-03-2023

[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

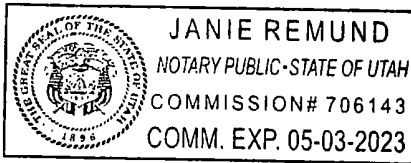
By: 
Brad Holmes, President

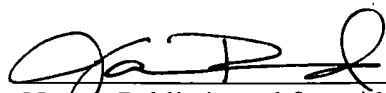
ACKNOWLEDGMENT

STATE OF UTAH)
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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 5 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on June 2, 2021, as Entry No. 13679605, Book 11183, at Page 9327 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 Right-of-Way Line of Silver Pond Drive, said point lies South 89°56'37" East 2649.867 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 870.952 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 74°37'00" West 244.005 feet; thence North 15°08'46" East 97.079 feet to a point on a 225.500 foot radius tangent curve to the right, (radius bears South 74°51'14" East, Chord: North 15°36'45" East 3.670 feet); thence along the arc of said curve 3.670 feet through a central angle of 00°55'57"; thence North 16°04'43" East 15.872 feet to the Southerly Right-of-Way Line of Meadow Grass Drive; thence along said Southerly Right-of-Way Line South 71°45'46" East 244.070 feet to said Westerly Right-of-Way Line of Silver Pond Drive; thence along said Westerly Right-of-Way Line South 15°08'46" West 104.468 feet to the point of beginning.

Property contains 0.619 acres, 26972 square feet.

Also and together with the following described tract of land:

Beginning at a point on the Easterly Right-of-Way Line of Silver Pond Drive, said point lies South 89°56'37" East 2699.473 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 824.626 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Easterly Right-of-Way Line North 15°08'46" East 133.032 feet to the Southerly Right-of-Way Line of Meadow Grass Drive; thence along said Southerly Right-of-Way Line South 71°45'46" East 284.839 feet to a Northwesterly Corner of Daybreak Village 11A Plat 6 subdivision; thence along said Daybreak Village 11A Plat 6 South 18°14'14" West 132.838 feet; thence North 71°45'46" West 277.666 feet to the point of beginning.

Property contains 0.858 acres, 37361 square feet.

Also and together with the following described tract of land:

Beginning at a Southeast Corner of Daybreak Village 11A Plat 6 subdivision, said point lies South $89^{\circ}56'37''$ East 3230.692 feet along the Daybreak Baseline Southwest (Being South $89^{\circ}56'37''$ East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 368.981 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 6 the following (7) courses: 1) North $02^{\circ}00'20''$ West 138.678 feet to a point on a 90.000 foot radius tangent curve to the right, (radius bears North $87^{\circ}59'40''$ East, Chord: North $04^{\circ}18'23''$ East 19.790 feet); 2) along the arc of said curve 19.830 feet through a central angle of $12^{\circ}37'26''$; 3) North $10^{\circ}37'07''$ East 31.702 feet; 4) South $76^{\circ}22'33''$ East 169.536 feet; 5) North $13^{\circ}37'27''$ East 145.000 feet; 6) North $76^{\circ}22'33''$ West 177.118 feet; 7) North $13^{\circ}37'27''$ East 85.000 feet to the South right-of-way line of Meadow Grass Drive; thence along said Meadow Grass Drive the following (3) courses: 1) South $76^{\circ}22'33''$ East 436.425 feet; 2) South $81^{\circ}08'36''$ East 177.605 feet to a point on a 530.000 foot radius tangent curve to the left, (radius bears North $08^{\circ}51'24''$ East, Chord: South $82^{\circ}05'11''$ East 17.446 feet); 3) along the arc of said curve 17.447 feet through a central angle of $01^{\circ}53'10''$ to the West right-of-way line of Flying Fish Drive; thence along said Flying Fish Drive South 232.387 feet to the North right-of-way line of Skip Rock Road; thence along said Skip Rock Road the following (2) courses: 1) South $85^{\circ}41'23''$ West 649.969 feet to a point on a 473.000 foot radius tangent curve to the right, (radius bears North $04^{\circ}18'37''$ West, Chord: South $86^{\circ}47'08''$ West 18.092 feet); 2) along the arc of said curve 18.094 feet through a central angle of $02^{\circ}11'30''$ to the point of beginning.

Property contains 4.250 acres.