

WHEN RECORDED, RETURN TO:

**VP DAYBREAK OPERATIONS LLC**  
9350 South 150 East, Suite 900  
Sandy, Utah 84070  
Attention: John Warnick

14055945 B: 11392 P: 6111 Total Pages: 8  
12/22/2022 03:13 PM By: aallen Fees: \$156.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: VP DAYBREAK OPERATIONS LLC  
9350 SOUTH 150 EAST, SUITE 900 SANDY, UT 84070



**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
SUBMITTING ADDITIONAL PROPERTY  
(DAYBREAK VILLAGE 9 PLAT 2)**

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 9 PLAT 2) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1** (this “**Supplement**”) is made this Dec. 22, 2022, by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company, a Delaware corporation) as successor 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 further amended by that certain Amendment No. 8 to Community Charter for Daybreak, recorded June 29, 2021, as Entry No. 13702903, in Book 11198, beginning at Page 2431 in the Salt Lake County Recorder's Office, and as further amended by that certain Amendment No. 9 to Community Charter for Daybreak, recorded March 9, 2022, as Entry No. 13907339, in Book 11314, beginning at Page 7633 in the Salt Lake County Recorder's Office (as further 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 (as amended from time to time, the "**Covenant**"), and is consented to by **VP DAYBREAK DEVCO LLC**, a Delaware limited liability company ("**Devco**"), and **VP DAYBREAK DEVCO 2, INC.**, a Utah corporation ("**Devco 2**").

#### 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 and Devco 2 have recorded, or are concurrently recording, that certain subdivision map entitled "DAYBREAK VILLAGE 9 PLAT 2 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 and Devco 2 are the fee simple owners 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 (the "**Telecommunications Service Area Supplement**"), Founder's predecessor created the Telecommunications Service Area No. 1 (the "**Telecommunications Service Area**").
- D. Founder, Devco and Devco 2 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, Devco, and Devco 2 hereby submit and subject the Property to the Charter and the Covenant, including, without limitation, all terms,

conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. Devco and Devco 2 as the fee simple owners of the Property, hereby consent to the subjection of the Property to the Charter and Covenant, as herein provided.

3. **Notice of Reinvestment Fee.** Notice is hereby given that the Charter and the Covenant provide, among other things, that certain assessments and fees will be charged against the Property (and their respective owners), as further described in the Charter and the Covenant 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]*

**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

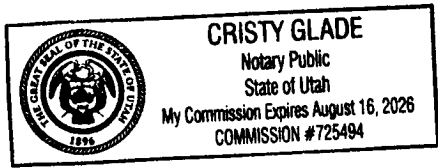
By: [Signature]  
Bart Sharp, Chief Operating Officer

ACKNOWLEDGMENT

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

On December 22, 2022, personally appeared before me, a Notary Public, Bart Sharp, the Chief Operating Officer 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.



[SEAL]

[Signature]  
Notary Public in and for said State

My commission expires: 725494 August 16 2026

IN WITNESS WHEREOF, as of this December 22, 2022, Founder has executed this Supplement, and Devco and Devco 2 have 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

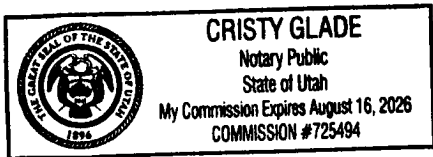
By: [Signature]  
Bart Sharp, Chief Operating Officer

ACKNOWLEDGMENT

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

On December 22, 2022, personally appeared before me, a Notary Public, Bart Sharp, the Chief Operating Officer 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.



[Signature]  
Notary Public in and for said State

My commission expires: August 16, 2026

[SEAL]

**Devco 2: VP DAYBREAK DEVCO 2, INC.,**  
a Utah corporation

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

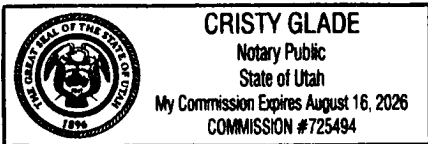
By:   
Bart Sharp, Chief Operating Officer

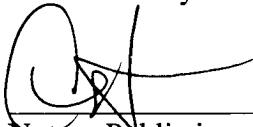
ACKNOWLEDGMENT

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

On December 22, 2022, personally appeared before me, a Notary Public, Bart Sharp, the Chief Operating Officer of Miller Family Real Estate, L.L.C., a Utah limited liability company, the Authorized Manager of VP DAYBREAK DEVCO 2, INC., a Utah corporation, 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 2, INC., a Utah corporation.

WITNESS my hand and official Seal.



  
Notary Public in and for said State

My commission expires: August 14, 2026

[SEAL]

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 9 PLAT 2 AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1" recorded on 12/22/22, as Entry No. 14055936, Book 2022 P, at Page 318 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDATION]

#### Boundary Description:

Being a portion of Lot Z101 of the VP Daybreak Operations-Investments Plat 1 Subdivision, according to the official plat thereof, recorded as Entry No. 12571292 in Book 2017P at Page 176 in the Office of the Salt Lake County Recorder more particularly described as follows:

Beginning at the intersection of the Westerly Right-of-Way Line of Silver Pond Drive and the Northerly Right-of-Way Line of Lake Avenue, said point also being a point on a 170.000 foot radius non tangent curve to the right, (radius bears North 04°53'20" East, Chord: North 76°58'01" West 48.166 feet), said point lies South 89°56'37" East 2746.723 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 2050.284 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lake Avenue the following (2) courses: 1) along the arc of said curve 48.329 feet through a central angle of 16°17'18"; 2) North 68°49'22" West 491.548 feet; thence North 21°10'38" East 206.622 feet to a point on a 77.370 foot radius non tangent curve to the left, (radius bears North 22°59'57" East, Chord: South 74°02'37" East 18.972 feet); thence along the arc of said curve 19.020 feet through a central angle of 14°05'07"; thence South 81°05'10" East 40.772 feet to a point on a 111.615 foot radius tangent curve to the right, (radius bears South 08°54'50" West, Chord: South 62°10'50" East 72.328 feet); thence along the arc of said curve 73.658 feet through a central angle of 37°48'39"; thence South 43°16'30" East 11.609 feet to a point on a 112.537 foot radius tangent curve to the left, (radius bears North 46°43'30" East, Chord: South 48°14'46" East 19.503 feet); thence along the arc of said curve 19.527 feet through a central angle of 09°56'31"; thence North 30°00'00" East 187.127 feet; thence North 60°00'00" West 65.000 feet; thence North 30°00'00" East 24.000 feet; thence South 60°00'00" East 18.826 feet; thence North 29°52'54" East 195.014 feet; thence South 60°00'00" East 319.456 feet to a point on a 1027.000 foot radius tangent curve to the right, (radius bears South 30°00'00" West, Chord: South 58°38'26" East 48.730 feet); thence along the arc of said curve 48.735 feet through a central angle of 02°43'08" to a point on said Westerly Right-of-Way Line of Silver Pond Drive; thence along said Silver Pond Drive the following (2) courses: 1) South 21°52'37" West 486.023 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears South 68°07'23" East, Chord: South 14°59'23" West 55.159 feet); 2) along the arc of said curve 55.292 feet through a central angle of 13°46'26" to the point of beginning.

ALSO AND TOGETHER WITH the following described tract of land:

Beginning at the intersection of the Northerly Right-of-Way Line of Docksider Drive and the Easterly Right-of-Way Line of Watercourse Road, said point lies South  $89^{\circ}56'37''$  East 3557.454 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 2475.330 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Watercourse Road the following (3) courses: 1) North  $34^{\circ}16'23''$  East 235.056 feet; 2) North  $30^{\circ}00'00''$  East 358.804 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears North  $60^{\circ}00'00''$  West, Chord: North  $22^{\circ}14'28''$  East 62.103 feet); 3) along the arc of said curve 62.293 feet through a central angle of  $15^{\circ}31'04''$ ; thence South  $73^{\circ}59'30''$  East 114.980 feet; thence South  $16^{\circ}00'30''$  West 51.372 feet; thence South  $72^{\circ}30'10''$  East 44.297 feet; thence South  $59^{\circ}39'50''$  East 66.078 feet; thence South  $30^{\circ}20'10''$  West 257.647 feet; thence South  $24^{\circ}55'05''$  West 118.214 feet; thence North  $64^{\circ}52'10''$  West 100.146 feet; thence South  $25^{\circ}07'50''$  West 66.486 feet; thence South  $64^{\circ}52'10''$  East 102.875 feet; thence South  $21^{\circ}27'18''$  West 52.276 feet; thence South  $20^{\circ}47'46''$  West 138.226 feet; thence North  $64^{\circ}52'10''$  West 175.937 feet; thence South  $25^{\circ}07'50''$  West 5.144 feet to a point on said Northerly Right-of-Way Line of Docksider Drive; thence along said Docksider Drive the following (2) courses: 1) North  $57^{\circ}01'47''$  West 37.715 feet; 2) North  $55^{\circ}43'37''$  West 77.328 feet to the point of beginning.