

When Recorded Mail To:

VP Daybreak Operations LLC
Attention: Cameron Jackson
9350 South 150 East
Suite 900
Sandy, UT 84070

14015868 B: 11372 P: 5542 Total Pages: 269
09/15/2022 10:08 AM By: tpham Fees: \$538.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

**SUPPLEMENT TO
COMMUNITY CHARTER FOR DAYBREAK
ESTABLISHING AND/OR EXPANDING SERVICE AREA
FOR
SNOW REMOVAL 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, 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 A attached hereto is hereby designated and established as a “Service Area” under the Charter and such “Service Area” shall be known as: Snow Pushing 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 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 B attached hereto.
4. **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 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.
5. **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.
6. **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.

7. **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 Benefits. 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.
8. **DISPUTE RESOLUTION.** Any dispute related to the Service Area, Service Area Assessments, Service Area Expenses, the Service Area Committee 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.
9. **AMENDMENTS.** This Supplement may be amended consistent with Sections 3.4 and 20.2 of the Charter.
10. **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 30th
day of AUGUST 2022, and the Association has consented to the same.

FOUNDER:

VP DAYBREAK OPERATIONS, LLC,
a Delaware limited liability company

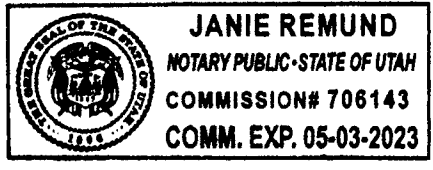
By: Miller Family Real Estate, L.L.C.,
a Utah limited liability company
Its: Authorized Manager

By: [Signature]
Name: Cameron Jackson
Its: VP, Residential Operations

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

This instrument was acknowledged before me on AUG 30, 2022, 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.



[Signature]
Notary Public
My appointment expires: 05.03.2023

ASSOCIATION:

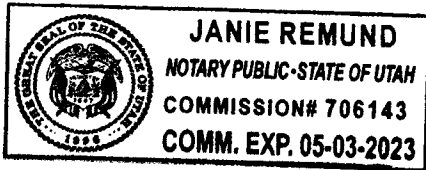
DAYBREAK COMMUNITY ASSOCIATION,
INC., a Utah nonprofit corporation

By: Natalie Gordon
Name: NATALIE GORDON
Its: TREASURER

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

On AUG 30 2022, personally appeared before me, a Notary Public, NATALIE GORDON
TREASURER 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.



[Signature]
Notary Public
My appointment expires: 05.03.2023

EXHIBIT A

“Legal Description of Project”

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

5263 W Nokasippi Ln	26-13-177-001	5038 W Bear Trap Dr	26-13-201-049
5253 W Nokasippi Ln	26-13-177-002	5034 W Bear Trap Dr	26-13-201-050
5233 W Nokasippi Ln	26-13-177-004	5022 W Bear Trap Dr	26-13-201-051
5227 W Nokasippi Ln	26-13-177-005	5197 W Nokasippi Ln	26-13-207-001
5219 W Nokasippi Ln	26-13-177-006	5187 W Nokasippi Ln	26-13-207-002
5254 W Burntside Ave	26-13-177-009	5179 W Nokasippi Ln	26-13-207-003
5244 W Burntside Ave	26-13-177-010	5169 W Nokasippi Ln	26-13-207-004
5236 W Burntside Ave	26-13-177-011	5161 W Nokasippi Ln	26-13-207-005
5218 W Burntside Ave	26-13-177-013	5153 W Nokasippi Ln	26-13-207-006
5208 W Burntside Ave	26-13-177-014	10354 S SPLIT ROCK DR	26-13-207-007
5202 W Burntside Ave	26-13-177-015	5188 W Burntside Ave	26-13-207-008
10217 S Split Rock Dr	26-13-201-028	5178 W Burntside Ave	26-13-207-009
5132 W Bear Trap Dr	26-13-201-029	5168 W Burntside Ave	26-13-207-010
5122 W Bear Trap Dr	26-13-201-030	5162 W Burntside Ave	26-13-207-011
5112 W Bear Trap Dr	26-13-201-031	5144 W Burntside Ave	26-13-207-013
5094 W Bear Trap Dr	26-13-201-032	10362 S SPLIT ROCK DR	26-13-207-014
5086 W Bear Trap Dr	26-13-201-033	10213 S Crow Wing Dr	26-13-226-074
5076 W Bear Trap Dr	26-13-201-034	4956 W Willamette Way	26-13-226-067
5068 W Bear Trap Dr	26-13-201-035	10224 S Willamette Way	26-13-226-064
5046 W Bear Trap Dr	26-13-201-036	10222 S Willamette Way	26-13-226-065
5042 W Bear Trap Dr	26-13-201-037	4962 W Willamette Way	26-13-226-066
5032 W Bear Trap Dr	26-13-201-038	4952 W Willamette Way	26-13-226-067
5024 W Bear Trap Dr	26-13-201-039	4936 W Willamette Way	26-13-226-069
10223 S SPLIT ROCK DR	26-13-201-040	4918 W Willamette Way	26-13-226-070
5128 W Bear Trap Dr	26-13-201-041	4914 W Willamette Way	26-13-226-071
5124 W Bear Trap Dr	26-13-201-042	4902 W Willamette Way	26-13-226-072
5108 W Bear Trap Dr	26-13-201-043	4894 W WILLAMETTE WAY	26-13-226-073
5098 W Bear Trap Dr	26-13-201-044	10217 S Crow Wing Dr	26-13-226-075
5084 W Bear Trap Dr	26-13-201-045	10226 S Willamette Way	26-13-226-076
5078 W Bear Trap Dr	26-13-201-046	10228 S Willamette Way	26-13-226-077
5064 W Bear Trap Dr	26-13-201-047	4948 W Willamette Way	26-13-226-080
5048 W Bear Trap Dr	26-13-201-048	4934 W Willamette Way	26-13-226-081

4922 W Willamette Way	26-13-226-082
4912 W Willamette Way	26-13-226-083
4904 W Willamette Way	26-13-226-084
4892 W WILLAMETTE WAY	26-13-226-085
10229 S Crow Wing Dr	26-13-226-086
10223 S Crow Wing Dr	26-13-226-087
4942 W Willamette Way	26-13-226-068
5098 W Oquie Rd	26-13-424-005
10559 S Kestrel Rise Rd	26-13-258-001
5171 W South Jordan Pkwy	26-13-258-002
5153 W South Jordan Pkwy	26-13-258-005
5143 W South Jordan Pkwy	26-13-258-007
5137 W South Jordan Pkwy	26-13-258-008
5127 W South Jordan Pkwy	26-13-258-010
5117 W South Jordan Pkwy	26-13-258-011
5107 W South Jordan Pkwy	26-13-258-013
5099 W South Jordan Pkwy	26-13-258-014
5089 W South Jordan Pkwy	26-13-258-016
5081 W South Jordan Pkwy	26-13-258-017
5071 W South Jordan Pkwy	26-13-258-019
10466 S SPLIT ROCK DR	26-13-258-020
5151 W South Jordan Pkwy	26-13-258-024
5141 W South Jordan Pkwy	26-13-258-025
5113 W South Jordan Pkwy	26-13-258-028
5087 W South Jordan Pkwy	26-13-258-031
5079 W South Jordan Pkwy	26-13-258-032
10476 S SPLIT ROCK DR	26-13-258-034

5041 W ROARING RD	26-13-260-001
10521 S McCloud Ln	26-13-260-002
10527 S McCloud Ln	26-13-260-003
10537 S McCloud Ln	26-13-260-004
10543 S McCloud Ln	26-13-260-005
10512 S Split Rock Dr	26-13-260-008
10518 S Split Rock Dr	26-13-260-009
10534 S Split Rock Dr	26-13-260-011
10526 S Split Rock Dr	26-13-260-010
4966 W Willamette Way	26-13-226-078
10691 S Switchback Dr	26-13-329-001
10707 S Switchback Dr	26-13-329-003
5228 W Dock St	26-13-329-004
5218 W Dock St	26-13-329-008
5131 W Dock St	26-13-410-017
5187 W Dock St	26-13-410-001
5167 W Dock St	26-13-410-004
5157 W Dock St	26-13-410-005
5149 W Dock St	26-13-410-006
5141 W Dock St	26-13-410-007
5133 W Dock St	26-13-410-008
5173 W Dock St	26-13-410-010
5169 W Dock St	26-13-410-011
5163 W Dock St	26-13-410-012
5147 W Dock St	26-13-410-015
5137 W Dock St	26-13-410-016
10682 S Kestrel Rise Rd	26-13-410-021
10676 S Kestrel Rise Rd	26-13-410-023
10688 S Kestrel Rise Rd	26-13-410-026
10741 S Oquie Rd	26-13-424-001
5094 W Oquie Rd	26-13-424-002
5086 W Oquie Rd	26-13-424-003
5092 W Oquie Rd	26-13-424-006
5082 W Oquie Rd	26-13-424-007
5074 W Oquie Rd	26-13-424-008
5128 W Mellow Way	26-13-467-005
5237 W Mellow Way	26-24-129-003
5229 W Mellow Way	26-24-129-004
5239 W Mellow Way	26-24-130-003
10244 S Millerton Dr	27-18-206-002

10252 S Millerton Dr	27-18-206-003
10258 S Millerton Dr	27-18-206-004
10266 S Millerton Dr	27-18-206-005
10274 S Millerton Dr	27-18-206-006
10282 S Millerton Dr	27-18-206-007
10246 S Millerton Dr	27-18-206-008
10248 S Millerton Dr	27-18-206-009
10262 S Millerton Dr	27-18-206-010
10264 S Millerton Dr	27-18-206-011
10276 S Millerton Dr	27-18-206-012
10278 S Millerton Dr	27-18-206-013
10322 S Millerton Dr	27-18-206-014
10328 S Millerton Dr	27-18-206-015
10334 S Millerton Dr	27-18-206-016
10342 S Millerton Dr	27-18-206-017
10348 S Millerton Dr	27-18-206-018
10356 S Millerton Dr	27-18-206-019
10362 S Millerton Dr	27-18-206-020
10368 S Millerton Dr	27-18-206-021
10324 S Millerton Dr	27-18-206-022
10326 S Millerton Dr	27-18-206-023
10336 S Millerton Dr	27-18-206-024
10338 S Millerton Dr	27-18-206-025
10352 S Millerton Dr	27-18-206-026
10354 S Millerton Dr	27-18-206-027
10364 S Millerton Dr	27-18-206-028
10366 S Millerton Dr	27-18-206-029
4236 W Okobojo Cir	27-18-254-017
4234 W Okobojo Cir	27-18-254-018
4216 W Okobojo Cir	27-18-254-019
4214 W Okobojo Cir	27-18-254-020
4202 W Okobojo Cir	27-18-254-021
4198 W Okobojo Cir	27-18-254-022
4238 W Okobojo Cir	27-18-254-023
4232 W Okobojo Cir	27-18-254-024
4218 W Okobojo Cir	27-18-254-025
4212 W Okobojo Cir	27-18-254-026
4204 W Okobojo Cir	27-18-254-027
4196 W Okobojo Cir	27-18-254-028
10406 S Millerton Dr	27-18-257-001

10414 S Millerton Dr	27-18-257-002
10418 S Millerton Dr	27-18-257-003
10426 S Millerton Dr	27-18-257-004
10432 S Millerton Dr	27-18-257-005
10438 S Millerton Dr	27-18-257-006
10408 S Millerton Dr	27-18-257-007
10412 S Millerton Dr	27-18-257-008
10422 S Millerton Dr	27-18-257-009
10424 S Millerton Dr	27-18-257-010
10434 S Millerton Dr	27-18-257-011
10436 S Millerton Dr	27-18-257-012
4269 W Clarks Hill Dr	27-18-258-002
4259 W Clarks Hill Dr	27-18-258-003
4251 W Clarks Hill Dr	27-18-258-004
4271 W Clarks Hill Dr	27-18-258-006
4257 W Clarks Hill Dr	27-18-258-007
4253 W Clarks Hill Dr	27-18-258-008
4277 W Clarks Hill Dr	27-18-258-015
4273 W Clarks Hill Dr	27-18-258-016
4313 W Belleville Way	27-18-407-012
4353 W BELLEVILLE WAY	27-18-408-001
4343 W Belleville Way	27-18-408-002
4357 W Belleville Way	27-18-408-003
4349 W Belleville Way	27-18-408-004
4323 W Belleville Way	27-18-408-006
4327 W Belleville Way	27-18-408-008
4319 W Belleville Way	27-18-408-009
4354 W Pentenwell Ln	27-18-408-010
4348 W Pentenwell Ln	27-18-408-011
4338 W Pentenwell Ln	27-18-408-012
4328 W Pentenwell Ln	27-18-408-013
4318 W Pentenwell Ln	27-18-408-014
4308 W Pentenwell Ln	27-18-408-015
4352 W Pentenwell Ln	27-18-408-016
4342 W Pentenwell Ln	27-18-408-017
4332 W Pentenwell Ln	27-18-408-018
4322 W Pentenwell Ln	27-18-408-019
4314 W Pentenwell Ln	27-18-408-020
4304 W Pentenwell Ln	27-18-408-021

10887 S Topview Rd	27-18-451-044
10891 S Topview Rd	27-18-451-045
10899 S Topview Rd	27-18-451-046
10881 S Topview Rd	27-18-451-047
10883 S Topview Rd	27-18-451-048
10893 S Topview Rd	27-18-451-049
10897 S Topview Rd	27-18-451-050
4364 W Degray Dr	27-18-451-051
4362 W Degray Dr	27-18-451-052
4352 W Degray Dr	27-18-451-053
4348 W Degray Dr	27-18-451-054
4334 W Degray Dr	27-18-451-056
4324 W Degray Dr	27-18-451-057
4322 W Degray Dr	27-18-451-058
4308 W Degray Dr	27-18-451-059
4298 W Degray Dr	27-18-451-061
4294 W Degray Dr	27-18-451-062
4366 W Degray Dr	27-18-451-063
4358 W Degray Dr	27-18-451-064
4354 W Degray Dr	27-18-451-065
4346 W Degray Dr	27-18-451-066
4342 W Degray Dr	27-18-451-067
4332 W Degray Dr	27-18-451-068
4328 W Degray Dr	27-18-451-069
4318 W Degray Dr	27-18-451-070

4312 W Degray Dr	27-18-451-071
4304 W Degray Dr	27-18-451-072
4302 W Degray Dr	27-18-451-073
4292 W Degray Dr	27-18-451-074
10834 S Indigo Sky Way	27-18-451-075
10846 S Indigo Sky Way	27-18-451-077
10848 S Indigo Sky Way	27-18-451-078
10832 S Indigo Sky Way	27-18-451-079
10838 S Indigo Sky Way	27-18-451-080
10844 S Indigo Sky Way	27-18-451-081
10852 S Indigo Sky Way	27-18-451-082
10836 S Indigo Sky Way	27-18-451-085
10879 S Topview Rd	27-18-451-087
4578 W HARVEST SUN LN	27-19-376-016
4574 W HARVEST SUN LN	27-19-376-017
4568 W HARVEST SUN LN	27-19-376-018
11724 S DAY STONE DR	27-19-376-019
11728 S DAY STONE DR	27-19-376-021
4582 W HARVEST SUN LN	27-19-376-023
4576 W HARVEST SUN LN	27-19-376-024
4572 W HARVEST SUN LN	27-19-376-025
4566 W HARVEST SUN LN	27-19-376-026
11734 S DAY STONE DR	27-19-376-027
11738 S DAY STONE DR	27-19-376-028

EXHIBIT B

“Common Benefits”

ASSOCIATION RESPONSIBILITY REGARDING COMMON BENEFITS. The Association shall be responsible for pushing of snow on the shared drive sections of the Project Area.

MAINTENANCE STANDARD. All maintenance, repair and replacement obligations shall be performed in a manner consistent with the Charter and the Community-Wide Standard. All repair and maintenance of shared drives are the responsibility of each owner as recorded on the deed and plat for the subject lots.

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 DUITES 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.