

10574154  
12/5/2008 1:42:00 PM \$18.00  
Book - 9663 Pg - 2533-2537  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

Kennecott Land Company  
4700 Daybreak Parkway, 3S  
South Jordan, UT 84095  
Attention: Senior Associate, Contracts  
and Risk Management

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,**

**AND**

**SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,  
SUBMITTING ADDITIONAL PROPERTY  
(DAYBREAK SCHOOL DEVELOPMENT - CHARTER SCHOOL PLAT 3C)**

**AND**

**NOTICE OF TRANSFER FEE**

**THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
AND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,  
SUBMITTING ADDITIONAL PROPERTY (KENNECOTT DAYBREAK CORPORATE  
CENTER #1) (this "Supplement") is made this December 4, 2008, by KENNECOTT  
LAND COMPANY, as founder under the Covenant for Community for Daybreak, recorded  
February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at Page 7722 (as amended  
from time to time, the "Covenant"), and as declarant ("Declarant") under the Amended and  
Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village, recorded  
on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as  
amended from time to time, the "Declaration") and is consented to by Kennecott Land  
Residential Development Company, a Delaware corporation ("KLRDC").**

**RECITALS**

- A. Declarant executed and recorded the Covenant and Declaration, which documents shall collectively govern the non-residential uses of the development commonly known as "Daybreak" located in South Jordan, Utah.
- B. KLRDC has previously recorded or is concurrently herewith recording that certain subdivision map entitled "KENNECOTT DAYBREAK PLAT 3C SUBDIVISION AMENDING LOTS T4 AND V4A OF THE KENNECOTT MASTER SUBDIVISION

#1 AMENDED” which relates to the real property more particularly described on Exhibit A attached hereto (the “**Property**”). KLRDC is the owner of the Property.

- C. Declarant desires to submit and subject the Property to the Covenant and the Declaration, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended.

NOW, THEREFORE, Declarant hereby declares the following:

1. **Definitions**. Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Declaration.
2. **Submission to Declaration and Covenant**. Pursuant to Section 5.2 of the Covenant and Section 15.1 of the Declaration, Declarant hereby submits and subjects the Property to the Covenant and the Declaration, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. KLRDC consents to the submission and subjection of the Property to the Covenant and the Declaration.
3. **Notice of Transfer Fee**. Notice is hereby given that the Covenant and the Declaration provide, among other things, that certain assessments and fees will be charged against the Parcels, which comprise portions of the Property, as further described in the Covenant and the Declaration, including a “Community Enhancement Fee” as more particularly set forth in the Covenant.
4. **Full Force and Effect**. The Covenant and the Declaration, as supplemented hereby, shall remain in full force and effect.
5. **Incorporation by Reference**. The Recitals and Exhibit to this Supplement are hereby incorporated into the Supplement by this reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, as of this December 4, 2008, Declarant has executed this Supplement, and KLRDC has consented to the same.

**Declarant:**

KENNECOTT LAND COMPANY,  
a Delaware corporation

By 

Name: Dean H. Anderson

Title: Vice President Finance

**KLRDC:**

KENNECOTT LAND RESIDENTIAL  
DEVELOPMENT COMPANY,  
a Delaware corporation

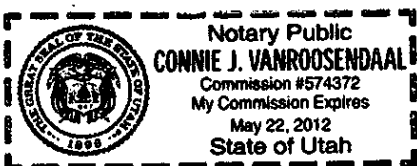
By 

Name: Dean H. Anderson

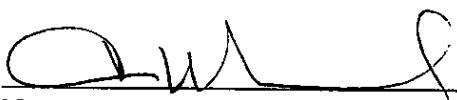
Title: Vice President Finance

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

On December 4, 2008, personally appeared before me, a Notary Public, Deah H. Anderson, the Vice President Finance of **KENNECOTT LAND 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 **KENNECOTT LAND COMPANY**.



WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Notary Public in and for said State

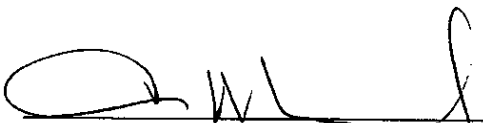
My commission expires: 5-22-2012

[SEAL]

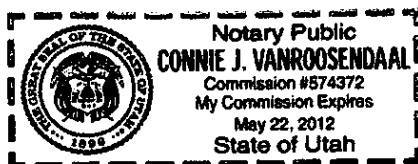
STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On December 4, 2008, personally appeared before me, a Notary Public, Dean H. Anderson, the Vice President Finance of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT 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 **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**.

WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Notary Public in and for said State

My commission expires: 5-22-2012



[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lot C-101 inclusive of that certain map entitled "Kennecott Daybreak **Plat 3C** Subdivision Amending Lots T4 and V4A of the Kennecott Master Subdivision #1 Amended" recorded on **November 26, 2008**, as Entry No. 10569159, Book 2008P, at Page 291 of the Official Records of Salt Lake County, Utah.

Portion of Tax Parcel Nos. 26-24-400-010-0000 and 26-24-400-009-0000