

WHEN RECORDED, RETURN TO:

Kennecott Land Company
4700 Daybreak Parkway
South Jordan, UT 84092
Attention: Senior Associate,
Contracts and Risk Management

10885372
1/26/2010 8:14:00 AM \$57.00
Book - 9799 Pg - 3274-3279
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 6 P.

**SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DAYBREAK TOWNHOME 1 PROJECT**

THIS SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK TOWNHOME 1 PROJECT (this "**Supplement**") is made this January 22, 2010 by **KENNECOTT LAND COMPANY**, as declarant ("**Declarant**") under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Townhome 1 Project, recorded on October 19, 2005, as Entry No. 9528106, in Book 9205, beginning at Page 4779, as amended by that certain Amendment No. 1 to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Townhome 1 Project, recorded on June 7, 2007, as Entry No. 10125269, in Book 9475, beginning at Page 2842 (as amended from time to time, the "**Declaration**"), and is consented to by Kennecott Land Residential Development Company, a Delaware corporation ("**KLRDC**") and Hamlet Homes II, LLC, a Utah limited liability company ("**Hamlet**").

RECITALS

- A. Pursuant to the Declaration, Declarant has established the Daybreak Townhome 1 Project (the "**Project**") initially consisting of 64 lots as shown on the plat entitled "**DAYBREAK TOWNHOME 1 SUBDIVISION**", which lots are improved with certain attached residential units called "**Townhomes**." The Project is located within the community commonly known as "**Daybreak**" located in South Jordan, Utah.
- B. KLRDC has previously recorded that certain subdivision map entitled, "**KENNECOTT DAYBREAK COUPLET LINER PRODUCT #1 AMENDING PARCEL C OF THE AMENDED KENNECOTT DAYBREAK PHASE I SUBDIVISION, PARCEL "I" & "J" OF THE KENNECOTT DAYBREAK PHASE II SUBDIVISION AND LOTS 4 THRU 7 OF THE AMENDED LOT M-104 KENNECOTT DAYBREAK PHASE I SUBDIVISION**" (the "**Plat**").
- C. Pursuant to that certain Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Townhome 1 Project, dated as of August 5, 2009 which was recorded on August 6, 2009, as Entry No. 10771185 in Book 9752, Page 6949-6952 in the Salt Lake County Recorder's Office, certain lots more particularly

described in **Exhibit A**, attached hereto and incorporated herein (collectively the "**Withdrawn Lots**"), shown on the Plat were submitted to the Declaration and, thereby, became subject to the governance of the Daybreak Townhome 1 Owners' Association, Inc., a Utah non-profit corporation ("**Townhome 1 Association**"), as described in the Declaration.

- D. KLRDC is the owner of 34 of the Withdrawn Lots and Hamlet owns 4 of the Withdrawn Lots.
- E. Declarant now desires to supplement the Declaration to: (a) withdraw the Withdrawn Lots from the Project and the governance of the Townhome 1 Association; and (b) to release the Withdrawn Lots from the encumbrance of the Declaration, all as more particularly hereinafter set forth.

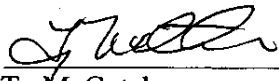
NOW, THEREFORE, Declarant hereby declares as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Declaration.
2. **Release from Declaration and Association.** Pursuant to Section 15.5 of the Declaration, Declarant hereby withdraws the Withdrawn Lots from the Project and withdraws the Withdrawn Lots from the Declaration, including, without limitation, from all covenants, restrictions, easements, conditions, charges and liens set forth in the Declaration. KLRDC hereby consents to the withdrawal of the Withdrawn Lots from the Declaration as set forth herein. Accordingly, from and after the recordation of this Supplement, the Withdrawn Lots shall be deemed released from all covenants, restrictions, easements, conditions, charges, and liens set forth in the Declaration and shall no longer be deemed to be governed by the Townhomes 1 Association, as provided by the Declaration.
3. **Full Force and Effect.** The Declaration, as supplemented hereby, shall otherwise remain in full force and effect with respect to all other property described therein.
4. **Incorporation by Reference.** The Recitals and Exhibits to this Supplement are hereby incorporated into this Supplement by this reference.
5. **Consent.** Hamlet hereby consents to this Supplement and has executed and acknowledged this Supplement to evidence such consent.

IN WITNESS WHEREOF, as of this January 22, 2010, Declarant has executed this Supplement, and KLRDC and Hamlet have consented to the same.


Declarant:

KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
Ty McCutcheon
Its: Vice President Daybreak

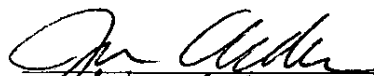
KLRDC:

**KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,** a Delaware
corporation

By: 
Ty McCutcheon
Its: Vice President Daybreak

HAMLET:

HAMLET HOMES II, LLC,
a Utah limited liability company

By: 
Name: John Aldous
Its: Managing member

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

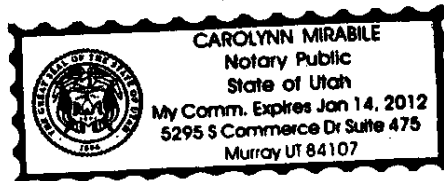
On January 22, 2010 personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak of **KENNECOTT LAND COMPANY**, a Delaware corporation personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of **KENNECOTT LAND COMPANY**, a Delaware corporation.

WITNESS my hand and official Seal.

Carolynn Mirabile
Notary Public in and for said State

My commission expires: 1-14-12

[SEAL]



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

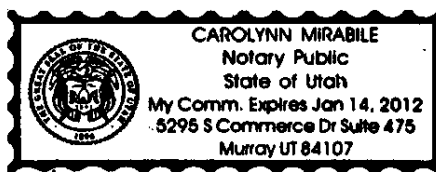
On January 22, 2010 personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation.

WITNESS my hand and official Seal.

Carolynn Mirabile
Notary Public in and for said State

My commission expires: 1-14-12

[SEAL]



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

On January 22, 2010 personally appeared before me, a Notary Public, John Aldous, the managing member of HAMLET HOMES II, LLC, a Utah 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 HAMLET HOMES II, LLC, a Utah limited liability company.

WITNESS my hand and official Seal.

Carolynn Mirabile
Notary Public in and for said State
My commission expires: 1-14-12

[SEAL]

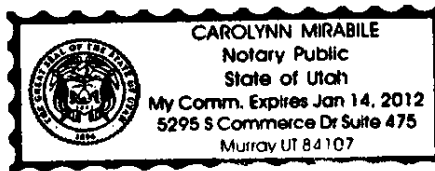


EXHIBIT A

LEGAL DESCRIPTION OF THE WITHDRAWN LOTS

TOWNHOME LINER LOTS:

Lots 4, 5, 6, 7, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134 inclusive of that certain map plat entitled "KENNECOTT DAYBREAK COUPLET LINER PRODUCT #1 amending Parcel C of the Amended Kennecott Daybreak Phase 1 Subdivision, Parcel "I" and "J" of the Kennecott Daybreak Phase II subdivision and Lots 4 thru 7 of the Amended Lot M-104 Kennecott Daybreak Phase 1 Subdivision of the Kennecott Master Subdivision #1 according to the official plat recorded July 2, 2009, as Entry No. 10745550 in Book 2009P beginning at Page-88 in the Official Records of Salt Lake County, Utah

TAX PARCEL NOS.

27-19-179-019-0000	27-19-157-027-0000
27-19-179-020-0000	27-19-157-028-0000
27-19-179-021-0000	27-19-157-029-0000
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27-19-156-011-0000	27-19-157-031-0000
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27-19-156-017-0000	27-19-152-015-0000
27-19-156-018-0000	27-19-152-016-0000
27-19-156-019-0000	27-19-152-017-0000
27-19-157-021-0000	27-19-152-018-0000
27-19-157-022-0000	27-19-152-019-0000
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27-19-157-026-0000	27-19-179-023-0000