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Book - 9803 Pg - 2350-2354
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

When Recorded, Return to:

Kennecott Land Company
Attn: Senior Associate, Contracts
and Risk Management
4700 West Daybreak Parkway
South Jordan, UT 84095

SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,

AND

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GARDEN PARK VILLAGE,
SUBMITTING ADDITIONAL PROPERTY
(SINGLE FAMILY HOMES V4A PLAT 3)**

AND

NOTICE OF TRANSFER FEE

**THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GARDEN PARK VILLAGE, SUBMITTING ADDITIONAL
PROPERTY (SINGLE FAMILY HOMES V4A PLAT 3)** (this "Supplement") is made this
February 8, 2010, 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 Declaration of Covenants, Conditions and Restrictions for Garden Park
Village, recorded on October 16, 2009, as Entry No. 10818988, in Book 9771, beginning at Page
62076261 (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 collectively govern the 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 Village 4A Plat 3 Subdivision Amending V2 & T4 of the Kennecott Master Subdivision #1 Amended" (the "Plat"). The parcels or

lots depicted on the Plat shall be included in the definition of "Project" as used in the Declaration. It is anticipated that single family residences will be constructed on certain of the lots located within the Plat, which lots are more particularly described on Exhibit A (the "Property").

- C. KLRDC is the owner of the Property.
- D. 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 14 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 comprising the Property (and their respective owners), as further described in the Covenant and in the Declaration, including: (a) an "Assessment Reserve" as more particularly set forth in the Declaration; and (b) the "Community Enhancement Fee", as more particularly defined and 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 February 8, 2010, Declarant has executed this Supplement, and KLRDC has consented to the same.

Declarant:

KENNECOTT LAND COMPANY,
a Delaware corporation

By 

Name Ty McCutcheon

Title Vice President Daybreak

KLRDC:

KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,
a Delaware corporation

By 

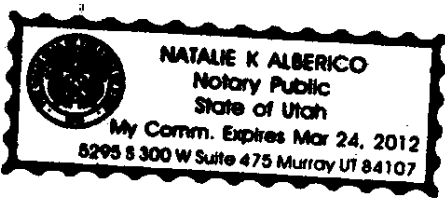
Name Ty McCutcheon

Title Vice President Daybreak

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

On February 9, 2010, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak 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.



Natalie K. Alberico
Notary Public in and for said State

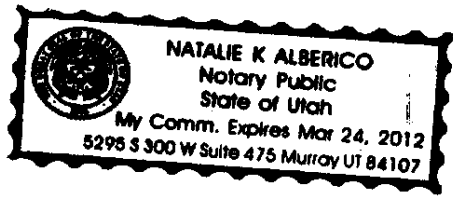
My commission expires: Mar. 24, 2012

[SEAL]

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

On February 9, 2010, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak 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.



Natalie K. Alberico
Notary Public in and for said State

My commission expires: Mar. 24, 2012

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, and 192 inclusive of that plat map entitled "Kennecott Daybreak Village 4A Plat 3 Subdivision Amending Lots V2 & T4 of the Kennecott Master Subdivision #1 Amended" recorded on **November 20, 2009**, as Entry No. 10843004, Book 2009P, at Page 165 of the Official Records of Salt Lake County, Utah.

TAX PARCEL NOS. AND LOT NOS.

142	26-24-238-004-0000	171	26-24-235-005-0000
143	26-24-238-003-0000	172	26-24-235-004-0000
144	26-24-238-002-0000	173	26-24-235-003-0000
145	26-24-238-001-0000	174	26-24-235-002-0000
146	26-24-237-012-0000	175	26-24-235-001-0000
147	26-24-237-013-0000	176	26-24-234-003-0000
148	26-24-237-014-0000	177	26-24-234-004-0000
149	26-24-237-011-0000	178	26-24-234-005-0000
150	26-24-237-009-0000	179	26-24-234-006-0000
151	26-24-237-007-0000	180	26-24-234-007-0000
152	26-24-237-004-0000	181	26-24-232-003-0000
153	26-24-237-002-0000	182	26-24-232-002-0000
154	26-24-236-005-0000	183	26-24-232-001-0000
155	26-24-236-004-0000	184	26-24-231-003-0000
156	26-24-236-003-0000	185	26-24-231-002-0000
157	26-24-236-002-0000	186	26-24-231-001-0000
158	26-24-237-001-0000	187	26-24-230-004-0000
159	26-24-237-003-0000	188	26-24-230-003-0000
160	26-24-237-006-0000	189	26-24-230-002-0000
161	26-24-237-008-0000	190	26-24-201-003-0000
162	26-24-237-010-0000	191	26-24-201-002-0000
163	26-24-234-014-0000	192	26-24-201-001-0000
164	26-24-234-013-0000		
165	26-24-234-012-0000		
166	26-24-235-007-0000		
167	26-24-235-008-0000		
168	26-24-235-009-0000		
169	26-24-235-010-0000		
170	26-24-235-011-0000		