

10895615
2/10/2010 1:13:00 PM \$42.00
Book - 9803 Pg - 2355-2359
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
(TOWNHOME 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 (TOWNHOME 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 Multi Family #1 Subdivision Amending Parcels C, D, E, F, I and J of the Kennecott Daybreak Village 4A Plat 3

Subdivision” (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 townhomes 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:

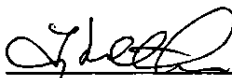
1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Declaration.
2. **Submission to Declaration and Covenant.** Pursuant to Section 5.2 of the Covenant and Section 14 of the Declaration, Declarant hereby submits and subjects the Property 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.

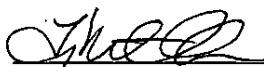
Declarant:

KENNECOTT LAND COMPANY,
a Delaware corporation

By 
Name Ty McCutcheon
Title Vice President Daybreak

KLRDC:

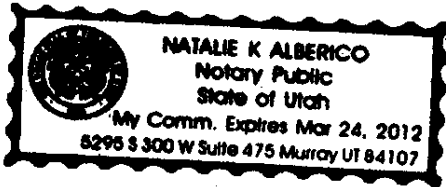
KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,
a Delaware corporation

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

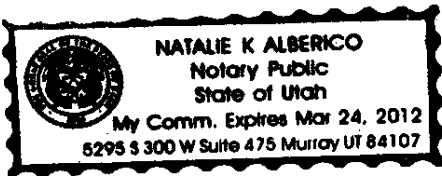
My commission expires: Mar. 24, 2012

[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 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, and 218 inclusive of that plat map entitled "Kennecott Daybreak Village 4A Multi Family #1 Subdivision Amending Parcels C, D, E, F, I and J of the Kennecott Daybreak Village 4A Plat 3 Subdivision" recorded on December 30, 2009, as Entry No. 10869683, Book 2009P, at Page 195 of the Official Records of Salt Lake County, Utah.

TAX PARCEL NOS.

193	26-24-234-015-0000	212	27-19-101-012-0000
194	26-24-234-016-0000	213	26-24-226-014-0000
195	26-24-234-017-0000	214	26-24-226-013-0000
196	26-24-234-018-0000	215	26-24-226-012-0000
197	26-24-234-019-0000	216	26-24-226-011-0000
198	26-24-234-020-0000	217	26-24-226-010-0000
199	26-24-234-021-0000	218	26-24-226-009-0000
200	26-24-229-036-0000		
201	26-24-229-037-0000		
202	26-24-229-038-0000		
203	26-24-229-039-0000		
204	26-24-229-040-0000		
205	26-24-229-041-0000		
206	27-19-101-006-0000		
207	27-19-101-007-0000		
208	27-19-101-008-0000		
209	27-19-101-009-0000		
210	27-19-101-010-0000		
211	27-19-101-011-0000		