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 12/5/2011 12:20:00 PM \$43.00
 Book - 9972 Pg - 65-70
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN TITLE
 BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, RETURN TO:

Kennecott Land Company
 4700 Daybreak Parkway
 South Jordan, UT 84095
 Attention: Financial Analyst

**SUPPLEMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 SODA ROW TOWNHOME PROJECT
 (ADDING ADDITIONAL LOTS)**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SODA ROW TOWNHOME PROJECT (ADDING ADDITIONAL LOTS) (this "Supplement") is made this December 2, 2011, by **KENNECOTT LAND COMPANY**, a Delaware corporation, as declarant ("**Declarant**") under the Declaration of Covenants, Conditions and Restrictions for Soda Row Townhome Project, recorded on January 26, 2010, as Entry No. 10885373, in Book 9799, beginning at Page 3280 (as amended and/or supplemented from time to time, the "**Declaration**"), and is consented to by **DAYBREAK DEVELOPMENT COMPANY**, a Delaware corporation, formerly known as Kennecott Land Residential Development Company ("**DDC**") and **SEGO DAYBREAK I, L.C.**, a Utah limited liability company ("**Sego**") (DDC and Sego are collectively referred to as the "**Owners**"), and Bank of American Fork ("**Lender**").

RECITALS:

- A.** Pursuant to the Declaration, Declarant has established the Soda Row Townhome Project (the "**Project**") initially consisting of various "Lots" as more particularly defined and described therein, which Lots are to be 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.** This Supplement is made with respect to certain real property ("**Additional Lots**") adjacent to the Project (i.e., Lots 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 136, 137, 138, 139, 140 and 141, inclusive, of that certain map plat entitled "KENNECOTT DAYBREAK VC1 MULTI FAMILY #2A AMENDING PARCEL B OF THE KENNECOTT DAYBREAK APARTMENT VENTURE #1"). Sego owns and Lender has a recorded security interest encumbering Lots 130, 131, 132, 133, 134, 136, 137, 138, 139, 140 and 141 of the Additional Lots (the "**Sego Lots**"). DDC owns all of the Additional Lots, excluding the Sego Lots. The Additional Lots are also collectively referred to herein as the "**Property**", which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

- C. Declarant desires to add the Property to the Project and submit and subject the same to the Declaration, as the terms, conditions, covenants and restrictions thereof now exist or may hereafter be amended, and the Owners and Lender desire to evidence their consent to the same.

NOW, THEREFORE, Declarant hereby declares the following:


1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meanings assigned to them in the Declaration.
2. **Submission to Soda Row Townhomes Declaration.** Pursuant to Article 14 of the Declaration, Declarant hereby adds the Additional Lots to the Project and submits and subjects the Property to the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges and liens set forth in the Declaration. The Owners and Lender hereby consent to the submission of the Property to the Declaration. From and after the recordation of this Supplement, the Property shall be held, transferred, sold, conveyed and occupied subject to the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges, and liens set forth in the Declaration. In addition, the Property shall be subject to the governance of the Soda Row Townhome Association, Inc., a Utah nonprofit corporation (the "**Association**"), as more particularly described in the Declaration. Owners and Lender hereby consent to the submission of the Property to the Declaration and to the governance of the Association as provided herein.
3. **Full Force and Effect.** The Declaration, as supplemented hereby, shall remain in full force and effect.
4. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated into this Supplement by this reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, as of this December 2, 2011, Declarant has executed this Supplement and Owners and Lender have consented to the same.

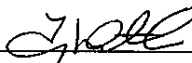
Declarant:

KENNECOTT LAND COMPANY,
a Delaware corporation


By 
Name TM McCutcheon
Title Vice President Daybreak

Owners:

**DAYBREAK DEVELOPMENT
COMPANY,** a Delaware corporation


By 
Name TM McCutcheon
Title Vice President

SEGO DAYBREAK I, L.C.,
a Utah limited liability company

By 
Name Wayne H Corbridge
Title Owner / Manager

Lender:

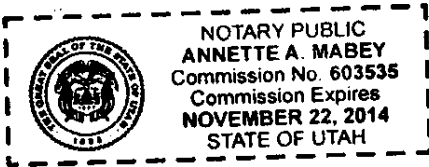
BANK OF AMERICAN FORK

By 
Name Robert H Benson
Title Loan Officer

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

On Dec 2, 2011, personally appeared before me, a Notary Public,
Ty McClutcheon the vice pres. 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.



Annette A Mabe
Notary Public in and for said State

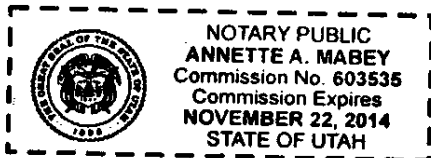
My commission expires: 11/22/2014

[SEAL]

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

On Dec 2, 2011, personally appeared before me, a Notary Public,
Ty McClutcheon, the vice president of **DAYBREAK 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 **DAYBREAK DEVELOPMENT COMPANY**,
a Delaware corporation.

WITNESS my hand and official Seal.



Annette A Mabe
Notary Public in and for said State

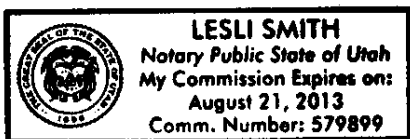
My commission expires: 11/22/2014

[SEAL]

STATE OF UTAH)
) SS.
COUNTY OF Salt Lake)

On Dec. 2, 2011, personally appeared before me, a Notary Public,
Wayne H. Corbridge, the Owner/Manager of **SEGO DAYBREAK I, L.C.**, 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/she executed the above
instrument on behalf of **SEGO DAYBREAK I, L.C.**, a Utah limited liability company.

WITNESS my hand and official Seal.



Leslei Smith
Notary Public in and for said State

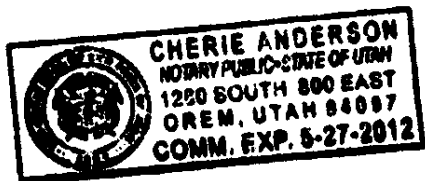
My commission expires: Aug 21, 2013

[SEAL]

STATE OF UTAH)
) SS.
COUNTY OF Utah)

On Dec 8 2011, personally appeared before me, a Notary Public,
Brock Bench, the loan officer of **BANK OF AMERICAN FORK**,
personally known or proved to me to be the person whose name is subscribed to the above
instrument who acknowledged to me that he/she executed the above instrument on behalf of
BANK OF AMERICAN FORK.

WITNESS my hand and official Seal.



Cherie Anderson
Notary Public in and for said State

My commission expires: 05/27/2012

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 136, 137, 138, 139, 140 and 141, inclusive, of that certain map plat entitled "KENNECOTT DAYBREAK VC1 MULTI FAMILY #2A AMENDING PARCEL B OF THE KENNECOTT DAYBREAK APARTMENT VENTURE #1" recorded on March 15, 2011, as Entry No. 11150330, Book 2011p, at Page 28 of the Official Records of Salt Lake County, Utah.

Lot / Quarter	Parcel Number
117	26-24-278-002-0000
118	26-24-278-003-0000
119	26-24-278-004-0000
120	26-24-278-005-0000
121	26-24-278-006-0000
122	26-24-278-007-0000
123	26-24-278-008-0000
124	26-24-278-009-0000
125	26-24-278-010-0000
126	26-24-278-011-0000
127	26-24-278-012-0000
128	26-24-278-013-0000
129	26-24-278-014-0000
130	26-24-278-016-0000
131	26-24-278-017-0000
132	26-24-278-018-0000
133	26-24-278-019-0000
134	26-24-278-020-0000
136	26-24-278-023-0000
137	26-24-278-024-0000
138	26-24-278-025-0000
139	26-24-278-026-0000
140	26-24-278-027-0000
141	26-24-278-028-0000