

WHEN RECORDED, RETURN TO:

Kennecott Land Company
5295 South 300 West, Suite 475
Murray, Utah 84107
Attention: Senior Contracts and Revenue Analyst

**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK
and**

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(KENNECOTT DAYBREAK PLAT 3A SUBDIVISION AND PARCELS LESS AND
EXCEPTED FROM PLAT 3A)**

and

NOTICE OF TRANSFER FEE

and

EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1

**THIS SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK AND
SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY (KENNECOTT DAYBREAK PLAT 3A
SUBDIVISION AND PARCELS LESS AND EXCEPTED FROM PLAT 3A) AND
NOTICE OF TRANSFER FEE AND EXPANSION OF TELECOMMUNICATIONS
SERVICE AREA NO. 1** (this "**Supplement**") is made this December 14, 2006, by
KENNECOTT LAND COMPANY, as founder ("**Founder**") under the Community Charter for
Daybreak, recorded on February 27, 2004, as Entry No. 8989518, in Book 8950, beginning at
Page 7784 (as amended from time to time, the "**Charter**") and under the Covenant for
Community for Daybreak, recorded on February 27, 2004, as Entry No. 8989517, in Book 8950,
beginning at page 7722 (as amended from time to time, the "**Covenant**"), and is consented to by
Kennecott Land Residential Development Company, a Delaware corporation ("**KLRDC**").

RECITALS

- A. Pursuant to the Charter, Founder is the "Founder" of the community 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 3A SUBDIVISION AMENDING LOTS T4 & V4A OF THE KENNECOTT MASTER SUBDIVISION #1" which relates to the real property more particularly described on Exhibit A attached hereto (the "**Property**"). KLRDC is the owner of the Property.

- C. Pursuant to that certain Supplement to Community Charter for Daybreak Creating Service Area (Telecommunications Service Area No. 1), recorded on March 23, 2006, as Entry No. 9671594, in Book 9270, beginning at Page 4287 (the “**Telecommunications Service Area Supplement**”), Founder created the Telecommunications Service Area No. 1 (the “**Telecommunications Service Area**”).
- D. Founder desires to (i) submit and subject the Property to the Charter and Covenant, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended, and (ii) expand the boundaries of the Telecommunications Service Area to include the Property.

NOW, THEREFORE, Founder hereby declares the following:

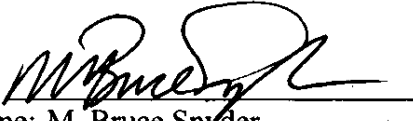
1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Covenant and/or Charter.
2. **Submission to Charter and Covenant.** Pursuant to Section 16.1 of the Charter and Section 5.2 of the Covenant, Founder hereby submits and subjects the Property to the Charter and the Covenant, 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 Charter and the Covenant.
3. **Notice of Transfer Fee.** Notice is hereby given that the Covenant and Charter provide, among other things, that certain assessments and fees will be charged against the Units, which comprise portions of the Property, as further described in the Charter and the Covenant, including a “Community Enhancement Fee” as more particularly set forth in the Covenant.
4. **Expansion of Telecommunications Service Area.** Pursuant to the Telecommunications Service Area Supplement and Section 3.4 of the Charter, Founder hereby expands the boundaries of the Telecommunications Service Area to include the Property and hereby designates the Residential Units located within the Property, or that may in the future be located within the Property, to the Telecommunications Service Area, including all applicable terms, conditions, rules, assessments, liens, charges, and regulations associated with such Telecommunications Service Area (in accordance with the terms of the Charter).
5. **Full Force and Effect.** The Charter and the Covenant, as supplemented hereby, shall remain in full force and effect.
6. **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 14, 2006, Founder has executed this Supplement, and KLRDC has consented to the same.

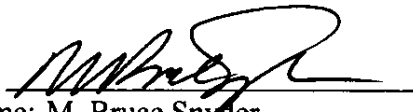
Founder:

KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
Name: M. Bruce Snyder
Its: Vice President Residential and Commercial
Development

KLRDC:

KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,
a Delaware corporation

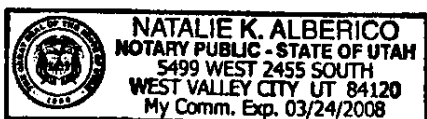
By: 
Name: M. Bruce Snyder
Its: Vice President Residential and Commercial
Development

ACKNOWLEDGMENT

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

On 14 December 2006 personally appeared before me, a Notary Public, M. Bruce Snyder, the Vice President Residential and Commercial Development 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: _____

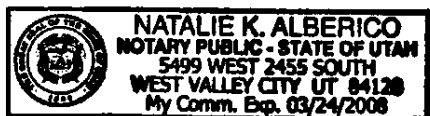
[SEAL]

ACKNOWLEDGMENT

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

On 14 December 2006 personally appeared before me, a Notary Public, M. Bruce Snyder, the Vice President Residential and Commercial Development 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: _____

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

All of the real property, including parcels A and B described below, described on the "Kennecott Daybreak Plat 3A Subdivision Amending Lots T4 & V4A of the Kennecott Master Subdivision #1," recorded on December 14, 2006, as Entry No. 9939803, Book 2006P, at Page 379 of the Official Records of Salt Lake County, Utah.

PARCEL A

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West – 2677.868 feet between the Southeast Corner and the South Quarter of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1770.708 feet; thence North 00°01'18" East perpendicular to said section line for 89.537 feet to the **POINT OF BEGINNING**; thence North 90°00'00" West for 151.041 feet; thence North 00°00'00" West for 48.944 feet; thence North 29°31'41" West for 140.809 feet; thence North 00°00'00" West for 244.781 feet; thence North 53°27'06" East for 53.512 feet; thence with a non-tangent curve to the left having a radius of 42.000 feet, whose center bears South 36°32'54" East, with a central angle of 53°27'06" (chord bearing and distance of South 26°43'33" West – 37.777 feet) for an arc distance of 39.182 feet; thence South 00°00'00" East 20.271 feet; thence North 90°00'00" East for 20.000 feet; thence North 00°00'00" West for 20.271 feet; thence with a curve to the right having a radius of 22.000 feet, with a central angle of 143°27'06" (chord bearing and distance of North 71°43'33" East – 41.781 feet) for an arc distance of 55.081 feet, thence South 36°32'54" East for 9.674 feet, thence with a curve to the left having a radius of 42.000 feet, with a central angle of 38°01'13" (chord bearing and distance of South 55°33'31" East – 27.362) for an arc distance of 27.870 feet, thence South 74°34'07" East for 113.666 feet, thence with a non-tangent curve to the left having a radius of 124.000 feet, whose center bears South 77°06'37" East, with a central angle of 10°45'22" (chord bearing and distance of South 07°30'42" West – 23.244 feet) for an arc distance of 23.278 feet, thence with a curve to the left having a radius of 132.000 feet, with a central angle of 02°08'01" (chord bearing and distance of South 01°04'01" West- 4.915 feet) for an arc distance of 4.915 feet, thence South 00°00'00" West for 346.022 feet to the **POINT OF BEGINNING**

Containing 81,720 square feet or 1.8760 acres.

PARCEL B

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West – 2677.868 feet between the Southeast Corner and the South Quarter of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1102.348 feet; thence North 00°01'18" East perpendicular to said section line for 89.791 feet to the **POINT OF BEGINNING**; thence North 90°00'00" West for 604.359 feet; thence North 00°00'00" East for 281.359 feet; thence South 90°00'00" East for 604.359 feet; thence South 00°00'00" West for 281.359 feet to the **POINT OF BEGINNING**. Containing 170,042. square feet or 3.9036 acres.