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6/3/2011 4:13:00 PM \$20.00  
Book - 9928 Pg - 9168-9173  
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, 3S  
South Jordan, UT 84095  
Attention: Senior Associate, Contracts  
and Risk Management

TAX PARCEL # 26-24-456-005-0000, 26-24-456-002-0000

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
FIRST AMERICAN TITLE  
CV# 5312643 AND  
SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,  
SUBMITTING ADDITIONAL PROPERTY  
(LOT C-101, KENNECOTT DAYBREAK 11400/MVC SE COMMERCIAL #1  
SUBDIVISION)**

**THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
AND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK VILLAGE,  
SUBMITTING ADDITIONAL PROPERTY (LOT C-101, KENNECOTT DAYBREAK  
11400/MVC SE COMMERCIAL #1 SUBDIVISION)** (this "Supplement") is made this 2  
day of June, 2011, 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 and supplemented from time to time, the  
"Covenant"), and as declarant ("**Declarant**") under the Amended and Restated Declaration of  
Covenants, Conditions and Restrictions for Daybreak Village, recorded on December 30, 2005,  
as Entry No. 9598233, in Book 9237, beginning at Page 5395 (as amended and supplemented  
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 certain aspects and uses of the development commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. KLRDC, a subsidiary of Declarant, has previously recorded that certain subdivision map entitled "KENNECOTT DAYBREAK 11400/MVC SE COMMERCIAL #1 SUBDIVISION" which relates to the real property more particularly described on Exhibit A attached hereto (the "**Property**"): KLRDC is the current owner of the Property.

- C. 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 meanings ascribed to them in the Declaration.
2. **Submission to Declaration and Covenant.** Pursuant to **Section 5.2** of the Covenant and **Section 15.1** 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. **Limited Modification of Use Restrictions**
  - (a) Pursuant to **Section 15.3** of the Declaration, any supplement that Declarant records may add to, create exceptions to, or otherwise modify the terms of the Declaration as it applies to the property described in the supplement in order to reflect the different character and intended use of such property. Accordingly, Declarant hereby declares that, notwithstanding any other provision in the Declaration to the contrary, the Property may be used as a 7-Eleven Store (defined hereinafter). As used herein, a “7-Eleven Store” shall mean a 7-Eleven convenience food store and gas station operated in the same manner in which 7-Eleven, Inc. (“7-Eleven”) operates the majority of its other 7-Eleven stores. Notwithstanding the foregoing, the operation and use of the Property as a 7-Eleven Store shall not include the right to use the Property as a so-called “truck stop” or to sell and/or provide any ancillary automotive maintenance and repair services or parts such as, without limitation, replacing tires, radiator service, oil and other fluid changes, lube jobs, brake service, tune-ups, automobile washing and/or detailing, smog checks, and other automotive repair or maintenance services.
  - (b) Notwithstanding anything contained in the Declaration or the Covenant to the contrary, a 7-Eleven Store may (but shall not be required to) offer for sale and sell: (i) general office and cleaning supplies typically used in an office or retail operation in the ordinary course of business such as copier toner, liquid paper, glue, ink, and cleaning solvents, for use in the manner for which such products were designed and/or intended; and (ii) other consumer products typically sold by a 7-Eleven Store, including bottles or cans of motor oil or automotive lubricants or additives. The foregoing provisions shall not, in any way, be deemed to be an exclusive right to sell any particular product or service at the Property.
4. **Additional Covenants, Conditions and Restrictions to Covenant.** Pursuant to Section 5.16 of the Covenant, this Supplement is being recorded during the Founder Control Period and can be amended unilaterally by Declarant. Accordingly, Declarant hereby declares that, notwithstanding any other provision in the Covenant to the contrary, in no

event shall the Property or the Owner of the Property be assessed or charged the Community Enhancement Fee (as defined in the Covenant) with respect to any sale or transfer of the Property that is completed within five (5) years after the date of this Supplement.

5. **Cap on Fees and Assessments under Declaration and Covenant.** Declarant hereby declares that, notwithstanding any provision in the Declaration or the Covenant to the contrary, in no event shall the Property or the Owner of the Property be assessed or charged for any Common Expenses, Service Area Expenses, Base Assessments, Service Area Assessment, Special Assessments, Specific Assessments (as such terms are defined in the Declaration) or any other charges, assessments, fees or expenses referenced in Chapter 12 of the Declaration, or any charges, assessments, fees or expenses referenced in the Covenant (collectively, "**Total Fees and Assessments**"), in excess of the following amounts:

(i) during the one (1) year period immediately following the date of this Supplement ("**First Year**"), the Total Fees and Assessments shall be zero Dollars (\$0.00);

(ii) during the one (1) year period immediately following the First Year ("**Second Year**"), the Total Fees and Assessments against units on the Property shall not exceed an amount equal to one-third (1/3) of the Total Fees and Assessments (e.g., if Total Fees and Assessments against units on the Property at the time are \$60.00 per unit, then Total Fees and Assessments against units on the Property during the Second Year shall be \$60.00 x .33 x the number of units on the Property);

(iii) during the one (1) year period immediately following the Second Year ("**Third Year**"), the Total Fees and Assessments against units on the Property shall not exceed an amount equal to two-thirds (2/3) of the Total Fees and Assessments; and

(iv) from and after the expiration of the Third Year, the Total Fees and Assessments against units on the Property shall be one hundred percent (100%) of the Total Fees and Assessments.

6. **Full Force and Effect.** The Covenant and the Declaration, as supplemented hereby, shall remain in full force and effect.
7. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated into the Supplement by this reference.

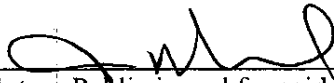


STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

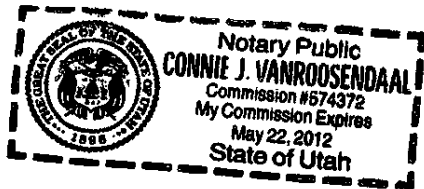
On June 3, 2011, personally appeared before me, a Notary Public, Scott R. Kaufmann, the Vice President Commercial\* of **KENNECOTT LAND COMPANY**, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of **KENNECOTT LAND COMPANY**, a Delaware corporation.

\*Development

WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Notary Public in and for said State

My commission expires: 5-22-2012




[SEAL]

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

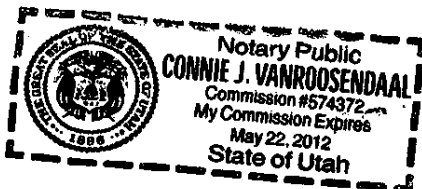
On June 3, 2011, personally appeared before me, a Notary Public, Scott R. Kaufmann, the Vice President Commercial\* of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation.

\*Development

WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Notary Public in and for said State

My commission expires: 5-22-2012



[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of South Jordan, County of Salt Lake, State of Utah, described as follows:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24) AND THENCE RUNNING NORTH 35°27'34" WEST 38.59 FEET; THENCE NORTH 70°26'41" WEST 36.45 FEET; THENCE NORTH 35°07'04" WEST, 118.79 FEET TO THE SOUTH LINE OF DAYBREAK PARKWAY DRIVE; THENCE NORTH 54°53'01" EAST, 191.29 FEET ALONG SOUTH LINE DAYBREAK PARKWAY DRIVE; THENCE SOUTH 37°11'45" EAST, 59.02 FEET; THENCE 16.26 FEET ALONG A 190.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 34°44'38" EAST 16.26 FEET); THENCE 19.17 FEET ALONG A 210.00 FOOT REVERSE RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 34°54'26" EAST, 19.17 FEET); THENCE 93.02 FEET ALONG A 363.75 FOOT REVERSE RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°11'48" EAST, 92.76 FEET); THENCE SOUTH 54°46'55" WEST, 163.99 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.7982 ACRES

Said Property is also known by the street address of: 5203 West Daybreak Parkway, South Jordan, UT 84095