

WHEN RECORDED, RETURN TO:

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

9806085
8/9/2006 1:53:00 PM \$91.00
Book - 9333 Pg - 2697-2703
Gary W. Ott
Recorder, Salt Lake County, UT
TALON GROUP
BY: eCASH, DEPUTY - EF 7 P.

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

AND

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(KENNECOTT DAYBREAK PLAT 6 SUBDIVISION)**

AND NOTICE OF TRANSFER FEE

AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1

AND CREATION OF LANDSCAPE MAINTENANCE 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 6 SUBDIVISION) AND NOTICE OF TRANSFER FEE AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 AND CREATION OF LANDSCAPE MAINTENANCE SERVICE AREA NO. 1 (this "Supplement") is made this August 8, 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 6 SUBDIVISION AMENDING LOTS OS2 & V1 OF THE KENNECOTT MASTER SUBDIVISION #1"

(the “**Plat**”) 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. The landscaping on certain lots within the Plat are to be fully maintained by the Association. Founder desires, pursuant to the terms of the Charter, to create and designate the Landscape Maintenance Service Area No. 1 (the “**Landscape Maintenance Service Area No. 1**”) in order to facilitate the provision of landscape maintenance services to such lots.
- E. 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, (ii) expand the boundaries of the Telecommunications Service Area to include the Property, and (ii) create the Landscape Maintenance Service Area No. 1 to serve certain lots within the Plat.

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 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. **Creation of Landscape Maintenance Service Area No. 1.**

- (a) Pursuant to Section 3.4 of the Charter, Founder hereby creates and designates the Landscape Maintenance Service Area. The Landscape Maintenance Service Area shall include only those lots within the Plat that are described on Exhibit B attached hereto (the “**Landscaped Lots**”). The Landscape Maintenance Service Area in order to facilitate the provision of landscape maintenance service, snow removal, and other related services for the Landscaped Lots. Pursuant to this Supplement, no lots or other areas contained within the Plat that are not the Landscaped Lots shall be included within the Landscape Maintenance Service Area.
- (b) Pursuant to Chapter 12 of the Charter, the designation of the Landscaped Lots to the Landscape Maintenance Service Area includes subjecting the Landscaped Lots to all of the Charter’s terms, conditions, restrictions, easements, liens, assessments and charges relating to the creation, operation, and maintenance of service areas, including, without limitation, the right of the Association to levy assessments and charges related to the provision of landscape services against the Landscaped Lots.
- (c) Pursuant to the terms of the Charter, during the Founder Control Period the Founder reserves the right to change, expand, reduce or otherwise modify the boundaries of the Landscape Maintenance Service Area pursuant to a recorded supplement to the Charter.

6. **Full Force and Effect.** The Charter and the Covenant, as supplemented hereby, shall remain in full force and effect.

7. **Incorporation by Reference.** The Recitals and Exhibits to this Supplement are hereby incorporated into the Supplement by this reference.

IN WITNESS WHEREOF, as of this August 8, 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

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

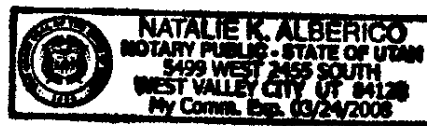
On 8 August 2006 personally appeared before me, a Notary Public, M. Bruce Snyder, the VP Residential & Commercial of **KENNECOTT LAND COMPANY** personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument 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]



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

On 8 August 2006 personally appeared before me, a Notary Public, M. Bruce Snyder, the VP Residential & Commercial 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]

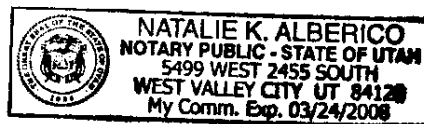


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on the "Kennecott Daybreak Plat 6 Subdivision Amending Lots OS2 and VI of the Kennecott Master Subdivision #1," recorded on August 4, 2006, as Entry No. 9802595, Book 2006P, at Page 220 of the Official Records of Salt Lake County.

*tax parcel No. 26-13-100-005-4001
27-18-400-005*

EXHIBIT B

LEGAL DESCRIPTION OF THE LANDSCAPED LOTS

Lots 303-309, inclusive, on and subdivided by the "Kennecott Daybreak Plat 6 Subdivision Amending Lots OS2 & V1 of the Kennecott Master Subdivision #1," recorded on August 4, 2006, as Entry No. 9802595, Book 2006P, at Page 220 of the Official Records of Salt Lake County.

tax Parcel No. 27-18-400-005
26-13-100-005-4001