

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, WITHDRAWING  
 CERTAIN PROPERTY  
 (LOT C-201 OF KENNECOTT DAYBREAK PLAT 3 SUBDIVISION)**

**THIS SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK,  
 WITHDRAWING CERTAIN PROPERTY (LOT C-201 OF KENNECOTT DAYBREAK  
 PLAT 3 SUBDIVISION)** (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 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 that certain subdivision map entitled "KENNECOTT DAYBREAK PHASE II PLAT 3 SUBDIVISION AMENDING LOTS T2, T4, V4 & V4A OF THE KENNECOTT MASTER SUBDIVISION #1", which includes the lot 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 and Supplement to Covenant for Community for Daybreak, Submitting Additional Property (Kennecott Daybreak Phase II Plat 3 Subdivision) and Notice of Transfer Fee, recorded on May 6, 2005, as Entry No. 9369514, in Book 9127, beginning at Page 6754 (the "**Original Supplement**"), Founder submitted and subjected the Property to the Charter.
- D. Founder desires to withdraw the Property from the Charter, including, without limitation, the terms, conditions, covenants and restrictions thereof.

**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 Charter.

2. **Withdrawal from Charter.** Pursuant to Section 17.1 of the Charter, Founder hereby withdraws the Property from the Charter, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. Founder acknowledges that this Supplement is executed during the Development and Sale Period, the Property is "unimproved" (as such term is defined in Section 17.1 of the Charter), and that this withdrawal does not reduce the number of Units subject to the Charter by more than 10%. KLRDC consents to the withdrawal of the Property from the Charter.
3. **Full Force and Effect.** The Charter and the Original Supplement, as supplemented and amended hereby, shall remain in full force and effect.
4. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated into the Supplement by this reference.

**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

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

On 14 Dec 2008 personally appeared before me, a Notary Public, M. Bruce Snyder, the V.P. 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

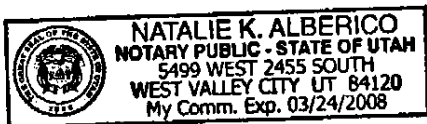
My commission expires: \_\_\_\_\_

[SEAL]

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

On 14 Dec 2008 personally appeared before me, a Notary Public, M. Bruce Snyder, the V.P. 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**

Lot C-201, described on the "Kennecott Daybreak Phase II Plat 3 Subdivision Amending Lots T2, T4, V4 & V4A of the Kennecott Master Subdivision #1," recorded on March 25, 2005, as Entry No. 9331480, Book 2005P, at Page 83 of the Official Records of Salt Lake County.