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12/5/2011 12:20:00 PM \$50.00  
Book - 9972 Pg - 71-77  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:

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

**SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK**  
and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
SUBMITTING ADDITIONAL PROPERTY  
(KENNECOTT DAYBREAK VC1 MULTI FAMILY #2A PLAT)**  
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 VC1 MULTI FAMILY #2A PLAT) AND NOTICE OF TRANSFER FEE AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1** (this "Supplement") is made this December 2, 2011, 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 by that certain Amendment No. 1 to Community Charter for Daybreak, recorded on August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded on October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743, in the Official Records of Salt Lake County, and as amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded on March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6476, in the Official Records of Salt Lake County (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 Daybreak Development Company, a Delaware corporation, formerly known as Kennecott Land Residential Development Company, a Delaware corporation ("DDC") and SEGO DAYBREAK I, L.C., a Utah limited liability company ("Sego"), (DDC and Sego are collectively referred to herein as the "Owners"), and Bank of American Fork ("Lender").

**COURTESY RECORDING**

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

**RECITALS:**

- A. Pursuant to the Charter, Founder is the "Founder" of the community commonly known as "Daybreak" located in South Jordan, Utah.
- B. DDC has previously recorded that certain subdivision map entitled "KENNECOTT DAYBREAK VC1 MULTI FAMILY #2A AMENDING PARCEL B THE KENNECOTT DAYBREAK APARTMENT VENTURE #1" (the "Plat") which relates to the real property more particularly described on Exhibit A attached hereto (the "Property").
- C. Owners own all of the Property except for Lots 135 and 142 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 (the "Excluded Lots"). The term "**Subject Property**" as used herein means the Property, excluding the Excluded Lots.
- D. Lender has a recorded security interest encumbering Lots 130, 131, 132, 133, 134, 136, 137, 138, 139, 140 and 141 of the Subject Property.
- E. 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**").
- F. Founder desires to (i) submit and subject the Subject 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 Subject Property; and the Owners and Lender desire to evidence their consent to the same.

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 Subject Property to the Charter and the Covenant, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. Owners and Lender consent to the submission and subjection of the Subject 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,

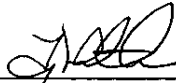
which comprise portions of the Property, as further described in the Charter and the Covenant, including a "Community Enhancement Fee" as more particularly set forth in the Covenant.

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 Subject Property and hereby designates the Residential Units located within the Subject Property, or that may in the future be located within the Subject 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 herein by this reference.


*[Signatures on the Following Page]*

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

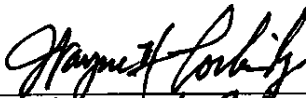
**Founder:** **KENNECOTT LAND COMPANY,**  
a Delaware corporation

By:   
Name: Ty McCutcheon  
Its: Vice President Daybreak


**Owners:** **DAYBREAK DEVELOPMENT COMPANY,** a Delaware corporation

By:   
Name: Ty McCutcheon  
Its: Vice President Daybreak

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

By:   
Name: Wayne H. Corbridge  
Its: Owner / Manager

**Lender:** **BANK OF AMERICAN FORK**

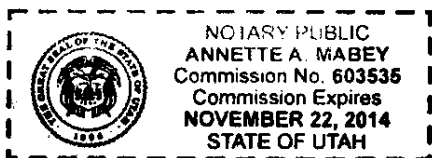
By:   
Name: Brock Beach  
Its: Loan Officer

**ACKNOWLEDGMENTS**

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

On Dec 2, 2011, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak 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.



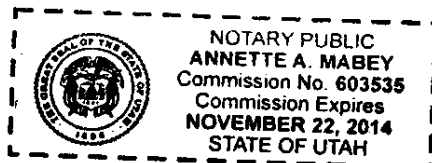
Annette A. Mabe  
Notary Public in and for said State  
My commission expires: 11/22/2014

[SEAL]

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

On Dec 2, 2011, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak 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.



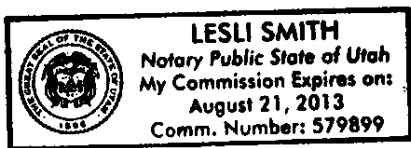
Annette A. Mabe  
Notary Public in and for said State  
My commission expires: 11/22/2011

[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.



Leslie Smith  
Notary Public in and for said State

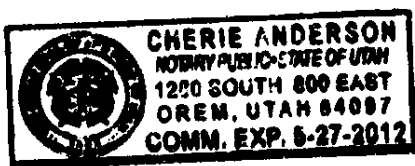
My commission expires: Aug 21, 2013

[SEAL]

STATE OF UTAH )  
 ) SS.  
COUNTY OF Utah )

On Dec. 2, 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

All of the real property described on that certain 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 and Parcel Numbers for KENNECOTT DAYBREAK VC1 MULTI FAMILY 2A

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	117	26-24-278-002-0000	N
	L	118	26-24-278-003-0000	N
	L	119	26-24-278-004-0000	N
	L	120	26-24-278-005-0000	N
	L	121	26-24-278-006-0000	N
	L	122	26-24-278-007-0000	N
	L	123	26-24-278-008-0000	N
	L	124	26-24-278-009-0000	N
	L	125	26-24-278-010-0000	N
	L	126	26-24-278-011-0000	N
	L	127	26-24-278-012-0000	N
	L	128	26-24-278-013-0000	N
	L	129	26-24-278-014-0000	N
	L	130	26-24-278-016-0000	N
	L	131	26-24-278-017-0000	N
	L	132	26-24-278-018-0000	N
	L	133	26-24-278-019-0000	N
	L	134	26-24-278-020-0000	N
	L	135	26-24-278-022-0000	N
	L	136	26-24-278-023-0000	N
	L	137	26-24-278-024-0000	N
	L	138	26-24-278-025-0000	N
	L	139	26-24-278-026-0000	N
	L	140	26-24-278-027-0000	N
	L	141	26-24-278-028-0000	N
	L	142	26-24-278-029-0000	N
	P	101	26-24-278-001-0000	N
	P	102	26-24-278-015-0000	N
	P	103	26-24-278-021-0000	N