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1/10/2012 9:09:00 AM \$24.00
Book - 9981 Pg - 8165-8172
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 8 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 - LOT 142)**
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 - LOT 142) AND NOTICE OF TRANSFER FEE AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this "Supplement") is made this December 30, 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 Michael Osmund, a single man, and Sara Broussard, a single woman (collectively, "Owner") and U. S. Bank, N.A. ("Lender").

RECITALS:

- A. Pursuant to the Charter, Founder is the "Founder" of the community commonly known as "Daybreak" located in South Jordan, Utah.

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.

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- B. DAYBREAK DEVELOPMENT COMPANY, a Delaware corporation, 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. Owner owns and Lender has a recorded security interest encumbering Lot 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 "Additional Lot").
- D. 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").
- E. Founder desires to (i) submit and subject the Additional Lot 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 Additional Lot; and the Owner 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 Additional Lot to the Charter and the Covenant, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. Owner and Lender consent to the submission and subjection of the Additional Lot 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 Additional Lot and hereby designates the Residential Unit located within the Additional Lot, or that may in the future be located within the Additional Lot, 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 30, 2011, Founder has executed this Supplement, and Owner and Lender have consented to the same.

Founder:

KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
Name: Ty McCutcheon
Its: Vice President Daybreak


Owners:


MICHAEL OSMUND


SARA BROUSSARD
Ms. Sarah

Lenders:

U. S. BANK, N.A.

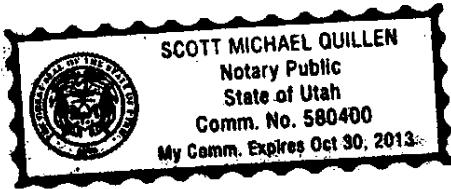
By: 
Name: Scott Dillen
Title: Branch Manager

ACKNOWLEDGMENTS

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

On 12/20/2011, personally appeared before me, a Notary Public, Michael Osmund, personally known or proved to me to be the person whose name is subscribed to the above instrument.

WITNESS my hand and official Seal.



[Signature]

Notary Public in and for said State

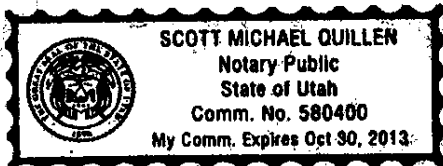
My commission expires: Oct 30 2013

[SEAL]

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

On 12/20/2011³⁰⁵⁸, personally appeared before me, a Notary Public, Sara Broussard, personally known or proved to me to be the person whose name is subscribed to the above instrument.

WITNESS my hand and official Seal.



[Signature]

Notary Public in and for said State

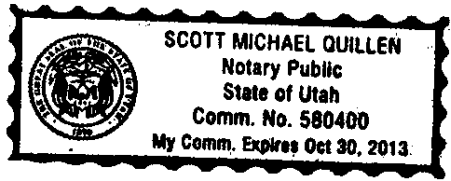
My commission expires: Oct 30 2013

[SEAL]

STATE OF Utah)
COUNTY OF Salt Lake) SS.

On 12/30/2011, Scott Smith personally appeared before me, a Notary Public, the Manager of U. S. BANK, N.A., 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 U. S. BANK, N.A.

WITNESS my hand and official Seal.



[Signature]
Notary Public in and for said State

My commission expires: Oct 30 2013

[SEAL]

State of Utah)
) SS.
County of Salt Lake)

On 01/03/2012, before me, the undersigned Notary Public, personally appeared, **Ty McCutcheon**, the Vice President of Daybreak Development Company, formerly known a **Kennecott Land Residential Development Company** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 11/22/2014


Notary Public

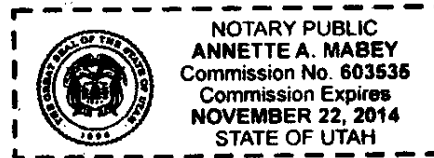


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "KENNECOTT DAYBREAK VCI 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.

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