

**AMENDMENT NO. 5  
 TO COMMUNITY CHARTER FOR DAYBREAK**

**THIS AMENDMENT NO. 5 TO COMMUNITY CHARTER FOR DAYBREAK** ("Amendment") dated NOVEMBER 23, 2010, is made and executed by KENNECOTT LAND COMPANY, a Delaware corporation, as "Founder" of Daybreak.

**RECITALS:**

A. Founder has previously established the Community Charter for Daybreak, recorded February 27, 2004, as Entry No. 8989518, in Book No. 8950, beginning at Page 7784, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book No. 9030, beginning at page 3767; and as amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book No. 9205, beginning at page 4743; and as amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at page 6476; and as amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book No. 9807, beginning at page 7337 (as amended, the "Charter"), to govern the residential aspects of the community commonly known as "Daybreak" located in South Jordan, Utah. (Capitalized terms not otherwise defined herein shall have the meaning given them in the Charter.) (Reference to Section numbers shall refer to sections of the Charter.)

B. In an effort to facilitate the continuing orderly development of Daybreak as a master planned community, the need has arisen to amend certain provisions of the Charter relating to, among other things, the leasing of Units located in Daybreak Condominium Neighborhood Associations.

From and after the recording of this Amendment, the Charter shall remain in full force and effect with respect to the following property:

See Exhibit A attached hereto

C. Pursuant to Section 20.2(a) of the Charter, Founder has the right to unilaterally amend the Charter for any purpose during the "Founder Control Period" (as defined in the Charter). Accordingly, Founder desires to amend the Charter as set forth herein.

**NOW, THEREFORE**, Founder hereby declares as follows:

1. Amendment Regarding Leasing Restrictions in Daybreak Condominium Neighborhood Associations. Paragraph 7.1(b) of the Charter is amended by inserting the following paragraphs as subparagraphs therein, immediately following "...leased separate from the main dwelling:"

Unless specifically authorized within a Condominium Neighborhood Association within Daybreak, no Unit purchased after **March 13, 2007** may be leased until the Unit has been occupied by the Owner for a continuous period of 12 months and until satisfactory documentation of such continuous occupancy has been provided to an approved by the Board or the Association's managing agent.


A Daybreak Owner in good standing (as may be defined by Rule) who has been a Resident and Owner of Daybreak for a continuous period of at least 12 months may thereafter acquire and lease another Unit in Daybreak as an "Investor Unit," and may be leased for residential purposes by that Daybreak Owner without a requirement that the "Investor Unit" be occupied by the Daybreak Owner prior to leasing. The leasing of the Investor Unit shall otherwise comply with the provisions of Section 7.1 of the Charter, including, without limitation, the prohibiting of leasing of more than one Unit for residential purposes.

Condominium Neighborhood Associations within Daybreak may adopt their own leasing restrictions, to which Owners within these Condominium Neighborhood Associations will be subject.

IN WITNESS WHEREOF, the Founder has executed this Amendment as of the Effective Date.

**FOUNDER:**

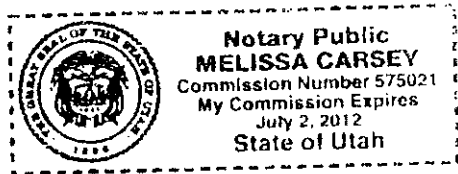
**KENNECOTT LAND COMPANY,**  
A Delaware corporation

By   
\_\_\_\_\_  
Ty McCutcheon  
Vice President, Residential Development

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On this 23 day of NOVEMBER, 2010, personally appeared before me, a Notary Public, Ty McCutcheon, Vice President of Residential Development of KENNECOTT LAND COMPANY, personally known or proven 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.



Melissa Carsey  
NOTARY PUBLIC

My Commission Expires: July 2, 2012

EXHIBIT A  
TO AMENDMENT NO. 5  
TO COMMUNITY CHARTER FOR DAYBREAK

LEGAL DESCRIPTION OF LAND SUBJECT TO CHARTER

Note to recorder, clerk and title examiners: From and after the date of the recording of this Amendment, the following property shall be subject to the Charter, as amended by this Amendment:

Lots 101 through 367 (inclusive); Lots O-101 through O-111 (inclusive), Lots P-101 through P-113 (inclusive), of that certain map entitled "Amended Kennecott Daybreak Phase 1 Subdivision" Vacating Lots M-101, M-102, M-103 and M-105 and Amending Lots 321, C-102, O-101, O-102, O-104, O-108, O-109, O-110 recorded on June 18, 2004 as Entry No. 9095385, in Book 2004P, at Page 164 of the Official Records of Salt Lake County.

Lots 1 through 7 (inclusive), AMENDING LOT M-104 OF KENNECOTT DAYBREAK PHASE 1 SUBDIVISION AMENDING LOTS O82,V1, V2 & V4 OF THE KENNECOTT MASTER SUBDIVISION #1, recorded on April 12, 2004 as Entry No. 9030715, in Book 2004P, at Page 164 of the Official Records of Salt Lake County.

Lots 1 through 64 (inclusive), DAYBREAK TOWNHOME 1 SUBDIVISION BEING PARCEL A&B AMENDED KENNECOTT DAYBREAK PHASE 1 SUBDIVISION, recorded on July 21, 2004 as Entry No. 9125568, Book 2004P, at Page 198 of the Official Records of Salt Lake County.

All of the real property described on and subdivided by the "KENNECOTT DAYBREAK PHASE II SUBDIVISION" Amending Lots V1, V2, V4, T2 and T4 of the Kennecott Master Subdivision #1 according to the official plat recorded September 14, 2004, as Entry No. 9172069 in Book 2004P beginning at Page 264 in the Official Records of Salt Lake County, Utah, which plat was amended solely with respect to Lots 213-217, 227-256, 300-309, P-101, P-102, P-104, P-105, P-106, P-113, and adding Lots 310-316 pursuant to that certain amendment entitled "AMENDED KENNECOTT DAYBREAK PHASE II SUBDIVISION" according to the official plat recorded December 22, 2004, as Entry No. 9256554 in Book 2004P beginning at Page 382 in the Official Records of Salt Lake County, Utah.

All of the real property described on and subdivided by the "KENNECOTT DAYBREAK PHASE II PLAT 3 SUBDIVISION" Amending Lots T2, T4, V4 and V4A of the Kennecott Master Subdivision # 1, according to the official plat recorded March 25, 2005, as Entry No. 9331480 in Book 2005P beginning at Page 83 in the Official Records of Salt Lake County, Utah, AND EXCEPTING Lot C-201 thereof.

All of the real property described on and subdivided by the map entitled "KENNECOTT DAYBREAK PLAT 4 SUBDIVISION AMENDING LOTS T4 AND V4A OF THE KENNECOTT MASTER SUBDIVISION #1", according to the official plat recorded on May 20, 2005 as Entry No. 9383110 in Book 2005P beginning at Page 160 in the Official Records of Salt Lake County, Utah.

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TAX PARCEL NOS:

27-19-383-004 through 27-19-383-008	27-19-303-001 through 27-19-303-004
27-19-379-001 through 27-19-379-007	27-19-157-002 through 27-19-157-011
27-19-337-001 through 27-19-337-005	27-19-157-013 through 27-19-157-018
27-19-334-002 through 27-19-334-011	27-19-353-014
27-19-185-001 through 27-19-185-002	27-19-353-016
27-19-257-001 through 27-19-257-016	27-19-353-024
27-19-184-014 through 27-19-184-029	27-19-355-013
27-19-186-001 through 27-19-186-006	27-19-355-022
27-19-327-001 through 27-19-327-007	27-19-355-024
27-19-333-001 through 27-19-333-021	27-19-355-031
27-19-336-001 through 27-19-336-015	27-19-355-033
27-19-378-001 through 27-19-378-013	27-19-356-001
27-19-377-001 through 27-19-377-019	26-24-400-004 through 26-24-400-006
27-19-377-021 through 27-19-377-027	27-19-300-002
27-19-335-001 through 27-19-335-019	27-19-300-005
27-19-335-021 through 27-19-335-029	27-19-382-002 through 27-19-382-003
27-19-332-001 through 27-19-332-025	27-19-383-002 through 27-19-383-0003
27-19-332-027 through 27-19-332-057	27-19-383-009
27-19-184-009 through 27-19-184-013	27-19-256-001 through 27-19-256-002
27-19-184-002 through 27-19-184-007	27-19-254-011
27-19-326-001 through 27-19-326-006	27-19-255-001
27-19-184-030 through 27-19-184-031	27-19-182-001
27-19-330-001 through 27-19-330-003	27-19-181-001 through 27-19-181-002
27-19-330-015	27-19-126-001 through 27-19-126-002
27-19-329-001 through 27-19-329-003	27-19-177-001 through 27-19-177-002
27-19-328-001 through 27-19-328-003	27-19-253-003
27-19-152-007 through 27-19-152-009	27-19-380-001
27-19-178-002 through 27-19-178-009	27-19-377-020
27-19-152-002 through 27-19-152-006	27-19-335-020
27-19-179-004 through 27-19-179-011	27-19-332-035
27-19-176-001	27-19-332-026
27-19-176-005 through 27-19-176-007	27-19-331-001
27-19-251-001 through 27-19-251-003	27-19-184-001
27-19-252-001 through 27-19-252-003	27-19-184-008
27-19-156-003 through 27-19-156-010	27-19-334-001

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27-19-178-001  
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27-19-354-001 through 27-19-354-005  
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27-19-352-001 through 27-19-352-005  
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27-19-306-001 through 27-19-306-007  
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27-19-355-034  
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27-19-302-003 through 27-19-302-010  
27-19-155-002 through 27-19-155-004  
27-19-156-002