

**AMENDMENT NO. 1
 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 SODA ROW TOWNHOME PROJECT**

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SODA ROW TOWNHOME PROJECT (this "Amendment") dated NOVEMBER 2, 2010 is made and executed by KENNECOTT LAND COMPANY, a Delaware corporation (the "Declarant").

RECITALS

A. The Declarant has previously established the Declaration of Covenants, Conditions and Restrictions for Soda Row Townhome Project (the "Declaration"), recorded January 26, 2010, as Entry No. 10885373, in Book No. 9799, beginning at page 3280, to govern the development of the Soda Row Townhomes.

B. Section 15.5 (Amendment) of the Declaration provides the Declarant the right to unilaterally amend the Declaration for any purpose during the "Declarant Control Period" defined and described in the Bylaws. Accordingly, the Declarant desires to amend the Declaration as set forth herein.

C. From and after the recording of this Amendment, the Declaration, as Amended by this and other Amendments, shall remain in full force and effect with respect to the property described in Exhibit "A" attached hereto. Any reference to the Declaration in any document shall include this Amendment.

D. The purpose of this Amendment is to establish and clarify the maintenance obligations of both Owners and the Soda Row Townhome Association, Inc. (the "Association") for Buildings and Dwellings in the Project.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Amendment Regarding the Maintenance Obligations of Buildings and Dwellings.

Sections 5.1 and 5.2 of the Declaration are hereby amended and restated in their entirety to read:

5.1 Owner Responsibility Regarding Buildings and Dwellings. Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repairs and replacements within the Owner's Dwelling. Such obligation shall include, without limitation:

(a) maintenance of all interior and exterior doors, including thresholds and door jams, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, fireboxes of fireplaces and any other materials constituting the finished surfaces of floors, ceilings, or interior walls; (b) the repair and replacement of all windows, skylights and door glass or equivalent materials and the interior and exterior cleaning of all windows and door glass; (c) the maintenance, repair, and replacement of utility lines (such as power, natural gas, water, sewer, telecommunications, cable, and any other future utility lines) that serve the Owner's Dwelling from the point of connection. The Owner shall not alter any utility lines, pipes, wires, conduits, or systems that serve one or more other Dwellings. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board. Such right to repair, alter and remodel is coupled with the obligation to replace any materials removed with similar types or kinds of materials; (d) the maintenance, replacement, repair and restoration of all of the following which serve the Owner's Dwelling exclusively: lighting fixtures (except exterior building mounted lights and walkway lights which are not located within patios and balconies), fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers and forced air units), intercoms, security systems, and other such appliances, fixtures and decorations as an Owner may install; (e) the maintenance of patios, backyards, fencing and balconies, exterior screens, shutters, and chimney flues, that are within an Owner's exclusive control in a clean and sanitary condition, free of pests and rodents, and in good order and repair; (f) the maintenance and repair of the Owner's garage door, including the mechanical systems and moving parts of the door, except the Association shall maintain the painting of the exterior of the garage door. The Association may seek reimbursement or contribution for any damages arising from the negligent or intentional damage to garage doors by an Owner or the Owner's tenants, family members, guests, visitors, or invitees; (g) maintenance, repair, and replacement of the garage interior concrete slab and driveways, except the Association shall repair or replace the garage interior concrete slab if it is determined that damage was caused by adjoining foundation or footing movement.

An Owner shall do no act and shall perform no work that will or may impair the structural soundness or integrity of the Building in which such Owner's Dwelling is located, impair any easement or hereditament, or violate any laws, ordinances, regulations and codes of the United States of America, the State of Utah, the County of Salt Lake, of the City of South Jordan, and any other agency or entity which may then have jurisdiction over said Lot/Dwelling. Any expense to the Association for investigation under this Article shall be borne by the Owner if such investigation establishes a violation of this paragraph. Each Owner shall be liable to the Association or other Owners for damages to person or property in the Project caused by such Owner's negligence or the negligence of the Owner's tenants, family members, guests, visitors, or invitees.

5.2 Association Responsibility Regarding Building and Dwellings. Except for the Owner's responsibilities set forth in this Article, the Association shall have the duty of maintaining, replacing and repairing the Buildings including, without limitation, footings and foundations, structural components, roofs and common sanitary sewer laterals (if any) and other common utilities (if any). The Management Committee shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose to clarify the process to be followed to repair a sewer lateral or utility line. The Association shall also maintain the structural integrity of interior supporting walls within Dwellings. The cost of said maintenance, replacement and repair shall be assessed to all of the Owners. The Board shall not need the prior

approval of the Members to cause such maintenance, replacement or repairs to be accomplished, notwithstanding the cost thereof; subject, however, to Article 10 hereof.

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

DECLARANT: KENNECOTT LAND COMPANY,
A Delaware corporation
By: [Signature]
Name: TY MCCUTCHEON
Title: VICE PRESIDENT DANAGERAL

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

On November 2, 2010, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President 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.

[Signature]
NOTARY PUBLIC

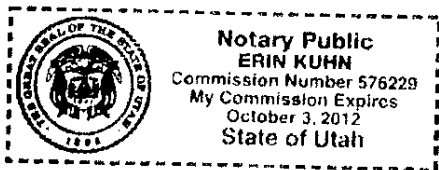


EXHIBIT A
LEGAL DESCRIPTION OF THE "SODA ROW TOWNHOME PROJECT"

TOWNHOME LINER LOTS:

Lots 4, 5, 6, 7, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134 inclusive of that certain map plat entitled "KENNECOTT DAYBREAK COUPLET LINER PRODUCT #1 amending Parcel C of the Amended Kennecott Daybreak Phase 1 Subdivision, Parcel "I" and "J" of the Kennecott Daybreak Phase II subdivision and Lots 4 thru 7 of the Amended Lot M-104 Kennecott Daybreak Phase 1 Subdivision of the Kennecott Master Subdivision #1 according to the official plat recorded July 2, 2009, as Entry No. 10745550 in Book 2009P beginning at Page 88 in the Official Records of Salt Lake County, Utah.

TAX PARCEL NOS.

27-19-179-019-0000	27-19-157-027-0000
27-19-179-020-0000	27-19-157-028-0000
27-19-179-021-0000	27-19-157-029-0000
27-19-179-022-0000	27-19-157-030-0000
27-19-156-011-0000	27-19-157-031-0000
27-19-156-012-0000	27-19-157-032-0000
27-19-156-013-0000	27-19-152-011-0000
27-19-156-014-0000	27-19-152-012-0000
27-19-156-015-0000	27-19-152-013-0000
27-19-156-016-0000	27-19-152-014-0000
27-19-156-017-0000	27-19-152-015-0000
27-19-156-018-0000	27-19-152-016-0000
27-19-156-019-0000	27-19-152-017-0000
27-19-157-021-0000	27-19-152-018-0000
27-19-157-022-0000	27-19-152-019-0000
27-19-157-023-0000	27-19-152-020-0000
27-19-157-024-0000	27-19-152-021-0000
27-19-157-025-0000	27-19-152-022-0000
27-19-157-026-0000	27-19-179-023-0000